



## **SPECIAL MEETING OF THE GOVERNING BOARD**

Written notice is hereby given, in accordance with Education Code Section 35144 and Government Code Section 54957.6, that a special meeting of the Governing Board of the National School District will be held as follows:

Administrative Center  
1500 "N" Avenue  
National City, CA 91950

Thursday, March 5, 2020

Open Session -- 9:45 a.m.

Closed Session -- 10:00 a.m.

## **AGENDA**

If you wish to speak to the Board, please fill out a ***Request to Speak*** card located on the table at the entrance to the Board Room.

**NATIONAL SCHOOL DISTRICT**

1500 'N' Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

***Creating Successful Learners... Now***

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. PUBLIC COMMUNICATIONS**

Barbara Avalos,  
Board President

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

**5. BUSINESS SERVICES**

**5.1.** Approve contract #CT3720 with SOL Transportation for transportation services.

Christopher Carson,  
Assistant Superintendent,  
Business Services

**6. ADJOURN TO CLOSED SESSION**

**7. CLOSED SESSION- 10:00 A.M**

Closed session in accordance with Government Code Section 54956.9:  
**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED  
LITIGATION**  
One Case

**8. ADJOURNMENT**



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Barbara Avalos, Board President

Agenda Item: **1. CALL TO ORDER**

Agenda Item: **2. PLEDGE OF ALLEGIANCE**

Agenda Item: **3. ROLL CALL**

Quick Summary / Board:  
Abstract: Ms. Barbara Avalos  
Ms. Maria Betancourt-Castañeda  
Mr. Brian Clapper  
Ms. Maria Dalla  
Ms. Alma Sarmiento

Staff:  
Dr. Leighangela Brady, Superintendent-Administration  
Mr. Christopher Carson, Assistant Superintendent-Business Services  
Dr. Leticia Hernandez, Assistant Superintendent-Human Resources  
Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary / Public communication provides the community with an opportunity to address the Board  
Abstract: regarding an item on the agenda or other topic. Anyone wishing to address the Board can submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **5. BUSINESS SERVICES**

Agenda Item: **5.1. Approve contract #CT3720 with SOL Transportation for transportation services.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: National School District is in need of transportation services due to multiple vacancies in the transportation department. Approval of this contract will allow for National School District to cover transportation needs for students until vacancies can be filled.

Comments: National School District currently has two bus driver positions due to vacancy/leave. Beginning March 9, the Director of Transportation position will also become vacant. At this time, the director has been driving daily in an effort to fill all current routes.

SOL Transportation is able to provide the District with two van drivers to fill the one unfilled bus route, at a cost of approximately \$275 per day.

Recommended Motion: Approve contract #CT3720 with SOL Transportation for transportation services.

Financial Impact: Contract cost: Not to exceed \$7,500  
Additional staffing costs: \$0  
Other costs: \$0  
One-time cost  
General Fund

Attachments:  
CT3720  
Rate sheet



## Service Agreement

This agreement for Transportation Services is made as of March 6, 2020, by and between Nationa School District ("Client") and Sol Transportation, Inc. ("Provider").

In cosideration of the mutual covenants and agreements herein contained, the parties agree as follows:

### 1. Engagement of Contractor

The Client hereby agrees to engange Provider and Provider hereby agrees to perform the services set forth in this Agreement.

### 2. Scope of Work:

Sol Transportation will provide home to school transportation to special education students. Sol Transportation will provide all necessary vehicles, accessories and qualified personnal to meet all State, Local and Distrcit laws and regulations.

#### Vehicles

All vehicles providing service will be kept in good operating, running and mechanical condition. All vehicles are clean inside and out. Drivers perform daily vehicle checks to ensure everything is working properly. If any deficiencies are found, it must be reported immediately to make the necessary repairs (if deemed unsafe, driver will be assigned a different unit). All our vehicles are scheduled for regular maintenance at proper intervals and proper preventive maintanance is performed.

#### Driver Personnel

All employees that may come in contact with student will be subject to the following provisions.

- We do not hire applicants with driving records with more than one point within the past three years.
- Prior to hiring all applicants must provide contact information of at least three references, who are contacted to verify applicant's information.

- DOJ & FBI background clearance
- Tuberculosis clearance
- DMV Medical Exam
- DOJ & FBI background clearance.
- Drug Testing Clearance- Pre-employment drug and alcohol testing as well as enrollment on an autonomous random drug and alcohol testing program.

In addition all our drivers receive the following training:

- Company Policies – Information about company policies and procedures.
- Device training – Proper use of communication devices (two-way radio, MDDs and mobile phones).
- Student Car Seat Securement – Proper securement of car seats, booster seats and security experience.
- Passenger and Mobile Aids Securement – Proper loading, unloading and securement of passengers and mobile aid devices.
- Customer Service – Customer service policies and guidelines.
- HIPPA Compliance Training – Compliance and importance of protecting confidential handling of protected health information.
- Sensitivity Training – Understanding the unique needs of passengers with different types of health issues and disabilities, and handling them with empathy.
- Life Safety Management (Fire Preparedness) – proper use of fire extinguisher.
- Blood Borne Pathogens – Proper cleaning and protection of bodily fluids.
- Sexual Harassment – Understanding, defining and recognizing sexual harassment in the workplace, and resolving situations before they escalate.
- Drug & Alcohol training – Awareness and prevention.
- CPR Certification – Standard CPR Certification of the American Red Cross.
- First Aid Certification – Standard First Aid Certification of the American Red Cross.
- Defensive Driving – Utilizing safe driving techniques to prevent accidents and identify hazards.
- Accident and Road Emergency Procedures – Handling and reporting accidents and road emergencies.
- Proper use of Roadside Emergency Equipment
- Incident Reporting

### 3. Insurance

Provider will furnish the Client with a certificate of insurance with the following coverage:

- General Liability: \$1,000,000
- General Aggregate: \$3,000,000
- Automobile Liability: \$1,500,000

### 4. Indemnity

To the fullest extent permitted by law, Provider shall defend, indemnify and hold harmless the Client and its officials, agents and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Provider's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. However, Provider shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible.

### 5. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

### 6. Compensation to Provider

The fees for furnishing services under this Agreement shall be based on Exhibit 1.

No additional transportation services beyond those which are expressly requested and authorized by the District shall be performed by Provider.

### 7. Payment and Terms

- a. Cancellations must be made 4 hours in advance. If cancellations are not made 4 hours in advance, full trip rate will be charge.
- b. Transportation Services will be billed in a by-weekly basis.
- c. Payment shall be due 30 days after bill is received.

## 8. Termination

Either party hereto may terminate this Agreement for any reason by giving Thirty (30) calendar days written notice to the other party.

In the event of termination, the Provider shall be paid for services performed to the date of termination in accordance with the terms of this Agreement.

This Agreement shall be governed by the laws of the State of California.

### Signatures:

Sol Transportation, Inc.

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Title \_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_National School District

Signature\_\_\_\_\_

Printed NameChristopher Carson

Title Assistant Superintendent, Business Services

DateMarch 6, 2020





# SCHOOL RATES

<b>Base Rate one way trip (includes 5 miles)</b>	<b>\$55.00</b>
<b>Additional miles</b>	<b>\$ 3.00</b>
<b>Wheelchair Fee</b>	<b>\$ 25.00</b>
<b>Security Equipment*</b>	<b>\$ 5.00</b>
<b>Aides**</b>	<b>\$25.00/hr</b>

\* \$5.00 will be charged per carseat, security belts or any additional equipment.

\*\* Minimum of 3 hours per trip

## CANCELLATIONS

Cancellations must be made 24 hours in advance. Customer is responsible for the full cost of a trip being cancelled within 2 hours from the scheduled pickup time.

## PAYMENT METHODS

- Invoices will be sent every week via mail, email or fax.
- All major credit cards (MC, VISA, American Express and Discover)
- Checks (All checks made payable to *Sol Transportation, Inc.* A \$45.00 fee will be charged per bounced check. If a check bounces, an invoice will be sent to the Customer and checks will no longer be accepted from the customer)

**FOR RESERVATIONS PLEASE CALL**  
**(760)720-4327 or (866)765-3177**  
**[www.soltransportation.com](http://www.soltransportation.com)**

Agenda Item: **6. ADJOURN TO CLOSED SESSION**

Agenda Item: **7. CLOSED SESSION- 10:00 A.M.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
One Case

Agenda Item: **8. ADJOURNMENT**