



Governing Board Agenda

March 9, 2022

Welcome

Welcome to the meeting of the National School District Governing Board. Your interest in our school district proceedings is appreciated.

Our Governance Team

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation of the school district. Among its duties, the Board adopts an annual budget, approves all expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent. The Superintendent serves as the secretary to the Governing Board.

Maria Betancourt-Castañeda, Board President

Ms. Betancourt-Castañeda was first elected to the Governing Board in November 2014 and her present term expires December 2022.

Leighangela Brady, Secretary

Dr. Brady was first appointed as Superintendent in August 2016.

Maria Dalla, Board Member

Ms. Dalla was first elected to the Governing Board in November 2014 and her present term expires December 2022.

Michelle Gates, Board Member

Ms. Gates was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Rocina Lizarraga, Board Member

Ms. Lizarraga was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Alma Sarmiento, Board Clerk

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2022.

This meeting may be recorded

In accordance with Board Policy, audio recordings of Governing Board meetings are available for review for 30 days following the meeting. Please contact the Superintendent's Office at 619-336-7705 if you wish to listen to the recording.

From time-to-time, writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to school board members after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the office of the Superintendent located at 1500 N Avenue, National City, California, 91950.

Meeting Conduct

Per Government Code 54957.9, the Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board. The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda.

Speaking to the Board

If you wish to speak to the Board, please fill out a "Request for Oral Communications" card located on the table at the entrance to the Board Room and give it to the Recording Secretary. Board policy and state law stipulate that no oral presentation shall include charges or complaints against any employee of the District, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. California law requires that all charges or complaints against employees be addressed in Closed Session unless the employee requests a public hearing. All such charges or complaints, therefore, must be submitted to the Board under the provision of the District's policy. At the appropriate time, the Board President will invite speakers to approach the podium. Please use the microphone and state your name and address. This information is necessary in order to maintain accurate records of the meeting. Speakers are requested to limit their remarks to three minutes.

Compliance with Americans with Disabilities Act

The National School District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such accommodation.

Translation Services

Members of the public who require translation services to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

Equal Opportunity Employer

The National School District is committed to providing equal educational, contracting, and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District official who monitors compliance is the Assistant Superintendent--Human Resources, 1500 N Avenue, National City, California, 91950, at 619-336-7722. Individuals who believe they have been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources Office.



NATIONAL SCHOOL DISTRICT

CORE VALUES

#NSDnow

We Believe...
Children first.
Relationships matter.
Whatever it takes!

VISION
Our Promise...
Exceptionally Prepared Learners;
Innovative and Compassionate World Citizens

MISSION

Creating Successful Learners... Now.
Each student in the National School District receives an exemplary, world-class education in a safe and nurturing environment. By collaborating with educators, staff, parents and our diverse community, all students attain the skills essential to succeed and thrive in a competitive, global society.





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, March 9, 2022

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

The public may view the meeting by accessing the following link:

<https://youtu.be/-6YlwdWJ2ek>

*(If you are having trouble with the link, please try copying
and pasting the link to the address bar in your browser.)*

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. CLOSED SESSION ROLL CALL

3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

Ms. Maria Betancourt-
Castañeda,
Board President

Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording 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 matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

4. ADJOURN TO CLOSED SESSION

5. CLOSED SESSION- 4:00 P.M.

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
OAH 2021100858

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED
LITIGATION
Two Cases

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. OPEN SESSION ROLL CALL

10. PUBLIC COMMUNICATIONS

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording 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 matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

Ms. Maria Betancourt-
Castañeda,
Board President

11. AGENDA

11.A. Accept Agenda.

Ms. Maria Betancourt-
Castañeda,
Board President

12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

All items listed under the Consent Agenda are considered routine and will be acted upon in one action by the Board. It is understood that the Superintendent has recommended approval for these items. There will be no discussion prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda. All items approved by the Board will be deemed as considered in full and adopted as recommended.

Ms. Maria Betancourt-
Castañeda,
Board President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on February 23, 2022.

Dr. Leighangela
Brady, Superintendent

12.B. Administration-None

Dr. Leighangela
Brady, Superintendent

12.C. Human Resources

12.C.I. Ratify/approve recommended actions in personnel activity list.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.C.II. Accept the employee resignations/retirements.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.D. Educational Services-None

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

12.E. Business Services

12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.

Dr. Leighangela
Brady, Superintendent

14. EDUCATIONAL SERVICES

14.A. Adopt Resolution #21-22.19 declaring the week of April 11 through April 15, 2022 as the “Week of the Young Child.”

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Amend contract #CT3756 between the National School District and The Neighborhood House Association early childhood education programs for 2021-2022 fiscal year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15. HUMAN RESOURCES

15.A. Approve Agreement #CT3924 with the San Diego County Office of Education (SDCOE) to provide an Induction Program to beginning teachers.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

15.B. Adopt Resolution #21-22.21 of intention to eliminate/reduce classified unfilled/vacant positions due to lack of work and/or lack of funds.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16. BUSINESS SERVICES

16.A. Report and approval of the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2022.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

16.B. Adopt Resolution #21-22.20 authorizing National School District to accept the CalSHAPE Grant.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

16.C. Accept donations.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17. BOARD/CABINET COMMUNICATIONS

18. ADJOURNMENT

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

Agenda Item: **2. CLOSED SESSION ROLL CALL**

Quick Summary / Board:
Abstract: Ms. Maria Betancourt-Castañeda, Board President
Ms. Alma Sarmiento, Board Clerk
Ms. Maria Dalla, Trustee
Ms. Michelle Gates, Trustee
Ms. Rocina Lizarraga, Trustee

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

Agenda Item: **3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording 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 matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

Agenda Item: **4. ADJOURN TO CLOSED SESSION**

Agenda Item: **5. CLOSED SESSION- 4:00 P.M.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
OAH 2021100858

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Two Cases

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Agenda Item: **6. RETURN TO OPEN SESSION**

Agenda Item: **7. CALL TO ORDER**

Agenda Item: **8. PLEDGE OF ALLEGIANCE**

Agenda Item: **9. OPEN SESSION ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Maria Betancourt-Castañeda, Board President
Ms. Alma Sarmiento, Board Clerk
Ms. Maria Dalla, Trustee
Ms. Michelle Gates, Trustee
Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration
Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording 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 matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

Agenda Item: **11. AGENDA**

Agenda Item: **11.A. Accept Agenda.**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Recommended
Motion: Accept Agenda

Agenda Item: **12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Quick Summary /
Abstract: All items listed under the Consent Agenda are considered routine and will be acted upon in one action by the Board. It is understood that the Superintendent has recommended approval for these items. There will be no discussion prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda. All items approved by the Board will be deemed as considered in full and adopted as recommended.

Recommended
Motion: Approve Consent Agenda.

Agenda Item: **12.A. Minutes**

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on February 23, 2022.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes- 2/23/2022

**NATIONAL SCHOOL DISTRICT
Minutes of the Regular Meeting
GOVERNING BOARD**

February 23, 2022

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://youtu.be/wxrHvZ6mj7Y>

1. CALL TO ORDER

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 4:04 p.m.

2. CLOSED SESSION ROLL CALL

Attendance taken at 4:05 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

None

4. ADJOURN TO CLOSED SESSION

5. CLOSED SESSION 4:00 P.M.

Closed session was held from 4:04 p.m. to 5:48 p.m.

In Closed Session the Board voted unanimously to approve a compromise agreement and release in OAH Case Number 20211100891. The agreement includes funds for special education services and fees in exchange for a waiver of claims against the District.

6. RETURN TO OPEN SESSION

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 6:03 p.m.

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

Board President, Ms. Maria Betancourt-Castañeda, led the Pledge of Allegiance.

9. OPEN SESSION ROLL CALL

Attendance taken at 6:04 p.m.:

Present:

Ms. Maria Betancourt-Castañeda
Ms. Maria Dalla
Ms. Michelle Gates
Ms. Rocina Lizarraga
Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, introduced and welcomed the new employees.

Board President, Ms. Maria Betancourt-Castañeda, presented the new employee with a District pin.

11. PUBLIC COMMUNICATIONS

None

12. AGENDA

12.A. Accept Agenda.

Motion Passed: Acceptance of Agenda passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of Consent Agenda passed with a motion by Ms. Maria Dalla and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

13.A. Administration

13.B. Human Resources

13.B.I. Ratify/approve recommended actions in personnel activity list.

13.B.II. Accept the employee resignations/retirements.

13.C. Educational Services

13.D. Business Services

14. GENERAL FUNCTIONS

14.A. Approve the minutes of the Regular Board Meeting held on February 9, 2022.

Motion Passed: Approval of the minutes passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda
Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

14.B. Adopt Resolution #21-22.17 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Motion Passed: Adoption of Resolution #21-22.17 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Abstain Ms. Alma Sarmiento

14.C. Adopt Resolution #21-22.18 regarding absence of Board Member Ms. Maria Dalla due to illness.

Motion Passed: Adoption of Resolution #21-22.18 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Abstain Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

14.D. Cast vote for 2022 California School Boards Association (CSBA) Delegate Assembly election.

Board vote results for up to nine (9) candidates are as follows:

1. Marco Amaral (South Bay Union SD)
2. Maria Betancourt-Castañeda (National SD)*
3. Eleanor Evans (Oceanside USD)*
4. Michelle Gates (National SD)
5. Humberto Gurmilan (San Ysidro SD)*
6. Rocina Lizarraga (National SD)
7. Gee Wah Mok (Del Mar Union SD)*
8. Tamara Otero (Cajon Valley Union SD)*
9. Lucy Ugarte (Chula Vista ESD)

15. EDUCATIONAL SERVICES

15.A. Recognize National School District Schools for their participation with the California PBIS Coalition for implementation of Positive Behavioral Interventions and Support (PBIS) within their schools for the 2020-2021 school year.

Ms. Lisa Dryer, Interim Director of Student Support Services, and Ms. Maria Garcia, Coordinator of Student Support Services recognized National School District Schools for their participation with the California PBIS Coalition for implementation of Positive Behavioral Interventions and Support (PBIS) within their schools for the 2020-2021 school year.

15.B. Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District Office for the 2021-2022 school year.

Motion Passed: Approval of the Comprehensive School Safety Plans passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15.C. Amend agreement #CT3882 with Expatiate Communications Inc. to participate in the iTAAP software program in collaboration with the South County Special Education Local Area Plan (SELPA) and the San Joaquin County Office of Education.

Agreement to be corrected with end date of June 30, 2022, before signature approvals.

Motion Passed: Following discussion, amendment of agreement #CT3882 passed with a motion by Ms. Maria Dalla and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16. HUMAN RESOURCES

16.A. Approve the 2022-2023 school year work calendar.

Motion Passed: Approval of the 2022-2023 school year work calendar passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

17. BUSINESS SERVICES

17.A. Presentation of the Supplement to the 2021-2022 LCAP Annual Update.

Mr. Arik Avanesyans gave a presentation of the Supplement to the 2021-2022 LCAP Annual Update.

17.B. Approve a one-year extension for contract #CT3563 with Cox Communications, Inc., for Telecommunications Data Circuits and Internet Services. (Exhibit A)

Motion Passed: Following discussion, approval of a one-year extension for contract #CT3563 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

17.C. Approve contract #CT3923 with SOL Transportation for transportation services.

Motion Passed: Following discussion, approval of contract #CT3923 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

18. BOARD/CABINET COMMUNICATIONS

Ms. Dalla thanked Ms. Isabel Silva's fifth grade students at Kimball School for their letters regarding their milk carton recycling project.

Ms. Lizarraga welcomed the new employee. She congratulated all the schools on their PBIS awards. She congratulated the nominees for CSBA Delegate. She commended Dr. Brady for launching the first Parent Roundtable that she was able to attend, and shared that there was a great parent turnout. She congratulated the Central School students for their work with the accessibility projects. She wished everyone a good night.

Ms. Gates thanked Las Palmas School for welcoming her during her recent visit. She shared details about her visit, from seeing teachers and office staff and expressed appreciation for their hard work. She congratulated all the schools on their PBIS awards. She thanked Ms. Isabel Silva's fifth grade students at Kimball School for their letters regarding their milk carton recycling project.

Ms. Sarmiento congratulated all the schools on their PBIS awards. She welcomed the new employee. She shared that there are vacancies at National City's boards and commissions and that they are seeking applicants. She also shared that National City Library is having a 100-book challenge.

Mr. Avanesyans thanked the custodial staff for the amazing job that they do. He observed how impressive it is to walk the school grounds and always see clean areas. He remarked that the motto of clean and green is truly represented at all the school sites.

Dr. Hernandez welcomed the new employee. She thanked the Transportation Department for their hard work.

Dr. Brady congratulated Trustees Betancourt-Castañeda, Gates and Lizarraga who were nominated for the CSBA Delegate Assembly and wished them good luck. She added to Trustee Dalla's comment that she also received letters from Ms. Isabel Silva's students and visited their class to learn more. She thanked Board President, Ms. Maria Betancourt-Castañeda for attending her State of the District presentations and Trustee Lizarraga for attending the first Diversity, Equity, and Inclusion Parent Roundtable. She shared that she visited Las Palmas School with Trustee Gates. She gave a special recognition to Shirley Smith, Campus Student Supervisor at El Toyon, for her leadership during Black History Month. She wished Ms. Vanessa Ceseña a happy belated birthday.

Ms. Betancourt-Castañeda congratulated all the schools on their PBIS awards. She thanked Dr. Brady for inviting her to join the virtual State of the District presentations. She thanked Ms. Isabel Silva's fifth grade students at Kimball School for their letters regarding their milk carton recycling project. She welcomed the new employee. She thanked all staff for their hard work. She wished Ms. Vanessa Ceseña a happy belated birthday.

19. ADJOURNMENT

Board President, Ms. Maria Betancourt-Castañeda, adjourned the meeting at 7:25 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.B. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

Agenda Item: **12.C. Human Resources**

Agenda Item: **12.C.I. Ratify/approve recommended actions in personnel activity list.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: Background information on individuals submitted under separate cover to
Board Members.

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
March 9, 2022

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
1. Heather Fortune	Teacher of Special Day Class/Mild-Moderate Grades K-6 6.58 hours per day 185 days per year Las Palmas School	March 10, 2022	Class 1, Step 1	General Fund

Temporary Employment				
2. Diana Herrera-Ortiz	Impact Teacher 4 hours per day not to exceed 125 days per year Olivewood School	March 10, 2022 to June 8, 2022	Daily Impact Teacher Rate of \$169.40	School Site Funds

Additional Duties				
None				

Contract Extension/Change				
None				

Leave of Absence				
3. Lourdes Cabrales	Language Arts Specialist John Otis School	February 22, 2022 to June 8, 2022	Intermittent FMLA	

CLASSIFIED STAFF RECOMMENDATIONS
March 9, 2022

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
None				

Temporary Employment				
None				

Additional Duties				
None				

Contract Extension/Change

4. Mina Hermoso	From Child Nutrition Services Assistant Central School to Child Nutrition Services Site Manager 7 hours per day 208 days per year Ira Harbison School	March 10, 2022	Range 20, Step 1	General Fund
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Leave of Absence

5. Yvette Olea	Information Compliance Specialist District Office	March 1, 2022 to December 31, 2022	Intermittent FMLA	
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Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employee resignations/retirements on the attached list were accepted by Dr. Leticia Hernandez, Assistant Superintendent, Human Resources.

Attachments:
Resignations/Retirements

Resignations 3/9/22			
Name	Position	Location	Effective Date
Anett Arellano	Instructional Assistant- Health Care	Central School	February 17, 2022
Viridiana Gallegos	Child Nutrition Services Assistant	Central School	February 28, 2022
Sofia Lopez	Translator Spanish-English	District Office	March 31, 2022
Stephanie Osuna	Instructional Assistant- Health Care	Las Palmas School	January 31, 2022

Retirements 3/9/22			
Name	Position	Location	Effective Date
None			

Agenda Item: **12.D. Educational Services**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: None

Agenda Item: **12.E. Business Services**

Agenda Item: **12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Financial Impact: See exhibit for summary of expenditures
All funds are included in the totals

Attachments:
Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: Administration will provide the Board with an update on actions being taken during the Coronavirus (COVID-19) pandemic. Board members will have an opportunity to ask questions and engage in deeper discussion around National School District's current and next steps in navigating this world-wide crisis.

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Adopt Resolution #21-22.19 declaring the week of April 11 through April 15, 2022 as the “Week of the Young Child.”**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The “Week of the Young Child,” sponsored by the National Association for the Education of the Young Child, began in 1971. The purpose of the week is to impress upon the public the importance of the young child and their family, as well as the importance of, and the need for, quality early childhood education. In recognition of this, each year the Governing Board adopts a resolution honoring “The Week of the Young Child.”

Comments: Please join us in honoring young children and all those who make a difference in children’s lives during the week of April 11 through April 15, 2022. Preschool staff will plan special activities each day to help celebrate enrolled preschoolers.

Recommended Motion: Adopt Resolution #21-22.19 declaring the week of April 11 through April 15, 2022 as the “Week of the Young Child.”

Attachments:
Resolution #21-22.19

National School District Resolution

21-22.19

RESOLUTION OF THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT TO RECOGNIZE THE "WEEK OF THE YOUNG CHILD"

WHEREAS, the Governing Board supports optimal development for each child, and

WHEREAS, the Governing Board supports the concept of providing opportunities for parents to increase their understanding and knowledge of child growth and development, and

WHEREAS, childhood is the time to develop interests, skills, and aptitudes which will last a lifetime, and

WHEREAS, the importance of early childhood education is properly and widely recognized.

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of National School District names and declares the week of April 11 through April 15, 2022, "The Week of the Young Child" in each of the schools under its supervision. The Governing Board, for its own part, commits itself to a partnership with parents in a continued dedication to early childhood education programs in National School District which are relevant to the needs of the children placed in its care and which will reach and positively influence each child consistent with his/her needs and capabilities.

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 9th day of March 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, Leighangela Brady, E.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

Secretary to the Governing Board

Agenda Item: **14.B. Amend contract #CT3756 between the National School District and The Neighborhood House Association early childhood education programs for 2021-2022 fiscal year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The initial 2021-2022 contract with The Neighborhood House Association (NHA) was approved June 9, 2021 in the Annual Maintenance Agreement list (Exhibit B). This amendment increases the current contract to support the cost of living adjustment.

Comments: In order to receive federal Head Start funds through Neighborhood House Association, the District is required to enter into an annual agreement with the NHA. The monies will be used in 2021-2022 to fund preschool service in a preschool classroom, individual home base services, health services, student support services, and family social service support.

National School District is required to serve 168 eligible children during the 2021-2022 school year. The initial contract was for revenue of up to \$1,240,670. The amended contract is for revenue up to \$1,255,806. Revenue is contingent upon enrollment.

Recommended Motion: Amend contract #CT3756 between the National School District and The Neighborhood House Association early childhood education programs for 2021-2022 fiscal year.

Financial Impact: Amended additional revenue: Up to \$15,136
Additional staffing cost: \$0
Other costs: \$0
Annual revenue
General fund- Preschool fund

Attachments:
CT3756 Amendment
Exhibit B



**Amendment to the Agreement
Between The Neighborhood House Association and
the National School District**

This **Amendment to the Agreement** between The Neighborhood House Association (“Provider”) and the National School District, a California public school district (“District”) is entered into by and between the Parties on March 10, 2022 (“Effective Date”). Each of the Provider and the District may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 10, 2022, District and Provider entered into an Agreement (the “Agreement”), which set forth certain work or services to be performed by Provider pursuant to the terms of the Agreement. A copy of the Agreement is included herewith as Exhibit B; and

WHEREAS, the Parties wish to make certain changes to the Agreement via this Amendment to the Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Agreement are incorporated herein by reference and remain in full force and effect, except as amended by this Amendment.
2. The Parties hereby amend the Agreement as follows:
 - a. The total dollar value of the Agreement is hereby changed to \$1,255,806.00.
3. All other terms of the Agreement remain unchanged and in full force and effect.
4. The Parties agree this Amendment shall constitute a valid amendment to the Agreement. In the event there is a discrepancy between the terms of the Agreement and this Amendment, the Parties agree that the terms of the Amendment shall control.
5. The Recitals included in this Amendment are deemed true and correct and are hereby incorporated into this Amendment and the Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.
6. This Amendment may be executed in several counterparts, electronic or otherwise, each of which shall be an original and all of which shall constitute but one and the same agreement. Each Party has the full power and authority to enter into and perform this Amendment, and the

person signing this Amendment on behalf of each Party has been properly authorized and empowered to enter into this Amendment.

7. This Amendment has been negotiated and executed in the State of California and shall be governed and construed by the laws of that state without regard to the conflicts of laws principles.
8. The captions, headings, and titles to the various articles and paragraphs of this Amendment are not a part of this Amendment, are for convenience and identification only, and shall have no effect upon the construction or interpretation of any part hereof.
9. This Amendment is by and between the Parties named herein, and unless expressly provided in the foregoing provisions no third party shall be benefited hereby. This Amendment may not be enforced by anyone other than a Party hereto or a successor to such Party who has acquired his/her/its interest in a way permitted by the above provisions.

IN WITNESS WHEREOF, the Parties have approved and executed this Amendment as set forth below.

The Neighborhood House Association

National School District

Signature

Signature

Name

Arik Avanesyans
Name

Title

Assistant Superintendent Business Services
Title

Date

Date

EXHIBIT B
Agreement

The Neighborhood House Association

AMENDMENT # 1 Contract # 21-007012-HS

This Amendment is entered into effective October 7, 2021, by and between The Neighborhood House Association, a California non-profit public benefit corporation (“NHA”) and National School District (“NATIONAL SCHOOL DISTRICT” or “NSD”), a California school district with primary offices located at 1500 “N” Avenue, National City, CA 91950. NHA and NATIONAL SCHOOL DISTRICT are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into Head Start Services Agreement #21-007012-HS, effective July 1, 2021 (the “Agreement”), to establish a collaborative working relationship to provide Head Start services, including comprehensive health and social services, to eligible children and their families;

WHEREAS, NHA applied for and was awarded additional funding by the Department of Health and Human Services, Office of Head Start to be used as Cost of Living Adjustment (COLA) its Head Start Programs;

WHEREAS, NHA offered and NSD wishes to receive COLA funds for ongoing program support;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties desire to amend the Agreement as follows:

- I. The maximum reimbursable amount referenced in EXHIBIT “E,” – Payment and Budget, shall increase by fifteen thousand one hundred thirty-six dollars (\$15,136.00). Accordingly, Exhibit E is hereby amended by deleting the existing Exhibit E in its entirety and replacing it with the new Exhibit E, attached hereto.

Except as amended herein all other terms and conditions in the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be signed in their names and on their behalf by the duly authorized representatives, effective the date first above written.

National School District

The Neighborhood House Association

By _____
Arik Avanesyans, MBA
Assistant Superintendent of Business Services

By _____
Rudolph A. Johnson, III
President and CEO

Approved as to form and legality:

By _____
Dwight D. Smith
Executive Vice President/General Counsel
The Neighborhood House Association

EXHIBIT “E” – PAYMENT & BUDGET

For Services performed by NSD pursuant to this Agreement, NHA agrees to reimburse NSD in an amount not to exceed One Million Two Hundred Fifty-Five Eight Hundred Six Dollars (\$1,255,806.00), as follows:

A) Head Start Center Based Option:

134 Funded Enrollment = \$1,010,655.00

B) Head Start Combination Option:

34 Funded Enrollment = \$245,151.00

C) NATIONAL SCHOOL DISTRICT will invoice NHA on a monthly basis. Such amounts reimbursed shall cover program operation costs related to (i) Personnel; (ii) Fringe; (iii) Supplies and Materials; (iv) Equipment; (v) Training and Staff Development; (vi) Travel; (vii) Printing and Publications; (viii) Meals for Parent Meetings; and (ix) such other allowable costs associated with NSD’s performance of the Services.

- 1) NSD shall apply Fifteen Thousand One Hundred Thirty-Six Dollars (\$15,136.00) of the maximum funds to Cost of Living Adjustment (COLA) increases. COLA funds are subject to Sections 640(j) and 653 of the Head Start Act.

D) Between January 1, 2022 and January 31, 2022, NHA will review NSD’s monthly enrollment for the previous months and determine whether the maximum funded enrollment will be amended. If amended, the reimbursable amount for each program option will be adjusted by \$7,475 per Funded Enrollment.

Agenda Item: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Approve Agreement #CT3924 with the San Diego County Office of Education to provide an Induction Program to beginning teachers.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The San Diego County Office of Education (SDCOE) has recently updated the Induction Program District Agreement for the July 1, 2022-August 30, 2025 school years. The agreement outlines the responsibilities of both parties for participating in the SDCOE Induction Program.

It takes a teacher two years to complete Induction. The cost is \$2,500 per year, per teacher. The teachers pay this cost directly to SDCOE. SDCOE will hire district-selected mentors. Mentors will receive \$1500 per teacher candidate support per year.

Comments: New teachers have five years to obtain a clear teaching credential through the Commission approved Induction Program. The District has a long standing relationship with the San Diego County Office of Education (SDCOE) and their Commission approved Beginning Teacher Support and Assessment Program, which provides an Induction Program for teachers.

Recommended Motion: Approve Agreement #CT3924 with the San Diego County Office of Education to provide an Induction Program to beginning teachers.

Financial Impact: None

Attachments:
CT3924

Services Agreement

This Agreement, for the provision of services is entered into this ~~11th~~ 11th of July 2022, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and NATIONAL SCHOOL DISTRICT (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.

This Agreement shall be effective from the period commencing [July 1, 2022] and ending [June 30, 2025], unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

Contractor will compensate SDCOE at the rates found in Exhibit A.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to

Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor’s name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. NOT USED

15. NOT USED

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. NOT USED

18. Indemnification.

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Sheiveh Jones, Executive Director
6401 Linda Vista Rd
San Diego, CA 92111
858-295-8806
snjones@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor: Arik Avanesyans, Asst. Superintendent Business Services Name, Title
1500 N Avenue Address
National City, CA, 91950 City, State, Zip Code
619-336-7717 Phone number
aavanesyans@nsd.us Email

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

CONTRACTOR

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Arik Avanesyans
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Assistant Superintendent, Business Services
Title

Date

Date

**EXHIBIT A
SPECIAL PROVISIONS**

A. Scope of Services.

1. **PURPOSE & SCOPE.** SDCOE will provide teacher induction support to DISTRICT preliminary and level 1 credential holders. The purpose of the proposed partnership is to provide a Commission-approved program that will allow preliminary and level 1 credential holders to meet the renewal requirements listed on the California preliminary and level 1 credential.

A. DISTRICT RESPONSIBILITIES UNDER THIS MOU:

1. Identify teacher candidates according to program eligibility criteria. Notify the program of new teacher candidates eligible for induction by October 1 of each participating school year.
2. Follow SDCOE approved mentor selection and mentor-candidate pairing process understanding that the best pairing is by school/grade level/content and must take place within 30 days of enrollment.
3. Provide release time for mentors, according to district needs, to observe teacher candidates as required by program completion requirements. Observations can be in person or virtual.
4. Provide release time for teacher candidates, according to district needs, to complete the peer observation as required by program completion requirements. Observations can be in person or virtual.
5. Understand that the Teacher Candidates Individual Learning Plans (ILP) are designed and implemented solely for the professional growth and development of the Teacher Candidates and not for evaluation for employment purposes.
6. Participate in the evaluation of the SDCOE teacher induction program upon request.
7. Identify a district administrator to attend advisory committee meetings and participate in required accreditation activities.
8. Identify a district lead as the liaison between the district and the SDCOE teacher induction program, if there are six or more teacher candidates enrolled. If the district is unable to provide a district lead, SDCOE will provide a lead to facilitate the Teacher Induction program for the district.
 1. The District Lead will:
 - a. Provide advice and assistance to both mentors and teacher candidates.
 - b. Coordinate mentor/teacher candidate pairing, verify the SDCOE pairing list, and notify SDCOE of any changes.
 - c. Assist teacher candidates and mentors in using the learning management system (LMS) and accessing all assignments.
 - d. Input and monitor grades in LMS for all teacher candidates within the district, charter, private or non-public school. Grades are to be posted within 1 week of the SDCOE due date.
 - e. Plan and facilitate verification meetings throughout the year.

- f. Attend all monthly district lead meetings throughout the year. *If unable to attend, district lead must view recordings.*
- g. Establish district, charter, private or non-public school due dates for all assignments prior to verification meetings.
- h. Communicate with program leadership as questions and needs arise.
- i. Notify program leadership if concerns arise about a teacher candidate or mentor. This concern includes potential non-completion of the program.
- j. Communicate with mentors consistently via e-mails, phone calls, meetings, etc.
- k. Facilitate end-of-year colloquium(s) in April or May.

1. SDCOE RESPONSIBILITIES UNDER THIS AGREEMENT.

- 1. Maintain Commission-approved accreditation status with the Commission on Teacher Credentialing by establishing, maintaining, and submitting accurate records required as part of the accreditation process.
- 2. Provide “Mentor Skill-Building” training for new mentors.
- 3. Maintain and monitor the LMS for mentors and teacher candidates.
- 4. Support district leads to facilitate verification and other meetings for mentors and teacher candidates.
- 5. Recommend only those candidates who successfully complete program requirements for a clear credential.
- 6. Maintain communication with district leads through regularly scheduled district lead meetings.
- 7. Maintain communication with districts through regularly scheduled district lead advisory meetings and newsletters.
- 8. Provide compensation for a district lead position based on supporting 6 or more teacher candidates based on a sliding scale.

1. COMPENSATION. The total Contract cost shall be invoiced to responsible party based on the option selected below:

- Invoice district \$1000 per teacher candidate per year; district will compensate mentors.
- Invoice district \$2500 per teacher candidate per year; SDCOE will hire district-selected Mentors as hourly limited-term employees pending completion of SDCOE’s employment process and pay up to \$1500 per teacher candidate supported per year. SDCOE hiring process requires in-person submission of the USCIS Form I-9.
- Invoice teacher \$1000 per year; district will compensate mentors.
- Invoice teacher \$2500 per year; SDCOE will hire district-selected mentors as hourly limited-term employees pending completion of the employment process and pay up to

\$1500 per teacher candidate support per year. SDCOE hiring process requires in-person submission of the USCIS Form I-9.

DISTRICT agrees to pay SDCOE the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

Note: District/teacher will be invoiced the full amount for any drops after November 1 of the current school year.

TERM OF AGREEMENT. The Term of Contract shall begin July 1, 2022 and shall end on June 30, 2025.

EXHIBIT B
COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education (“SDCOE”) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
 - a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker’s COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
 - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail.

Agenda Item: **15.B. Adopt Resolution #21-22.21 of intention to eliminate/reduce classified unfilled/vacant positions due to lack of work and/or lack of funds.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Due to a decrease in student enrollment, the District currently maintains a number of unfilled/vacant positions:

- Campus Student Supervisors
- Child Nutrition Services (CNS) Assistants
- Transportation Student Attendants
- Assistant Buyer/Storekeeper

The District does not currently have, nor does it anticipate the need to fill these positions.

Comments: Since the affected positions are currently vacant, the layoff rights and requirements set forth in Education Code sections 45117, 45298 and 45308 do not apply.

The California School Employee Association (CSEA) and its Chapter 206 has been notified of the District's necessity to initiate this action.

Recommended Motion: Adopt Resolution #21-22.21 of intention to eliminate/reduce classified unfilled positions due to lack of work and/or lack of funds.

Attachments:
Resolution #21-22.21

National School District Resolution

21-22.21

ELIMINATION OF VACANT CLASSIFIED POSITIONS

WHEREAS, due to a decrease in student enrollment, the District currently maintains a number of unfilled Campus Student Supervisor, CNS Assistant, Assistant Buyer/Storekeeper, and Transportation Student Attendant positions;

WHEREAS, the District does not currently have, nor does it anticipate, the need to fill these positions;

WHEREAS, leaving these positions unfilled has not impacted District operations or the wages, hours or other terms and conditions of employment for other classified positions;

WHEREAS, notwithstanding the foregoing, the District has an interest in eliminating excess positions which it does not anticipate filling; and

WHEREAS, because the affected positions are currently vacant, the layoff rights and requirements set forth in Education Code sections 45117, 45298 and 45308 do not apply.

NOW, THEREFORE BE IT RESOLVED by the Board as follows:

1. The above recitals are true and correct.
2. The following unfilled classified positions are eliminated:

<u>Classification</u>	<u>Number of Positions</u>	<u>Current Site/Department</u>
Campus Student Supervisors	14	Various School Sites
Child Nutrition Services Assistants	5	Child Nutrition Services Department
Transportation Student Attendants	7	Transportation Department
Assistant Buyer/Storekeeper	1	Purchasing Department

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3. The Superintendent or designee is authorized to take such action as may be reasonably necessary to effectuate the purpose and intent of this Resolution.
4. This Resolution shall not be interpreted to preclude the Superintendent or designee from later recommending that the Board add and fill these positions.

PASSED AND ADOPTED by the Governing Board of the National School District, San Diego County, California, on this 9th day of March 2022 at a duly noticed meeting by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

President of the Governing Board
of the National School District

Clerk of the Governing Board
of the National School District

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Report and approval of the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2022.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: School districts throughout the state are required to revise their budgets at specific times during the school year. This report is used to process budget revisions necessary to reflect current and projected conditions, and to provide a certification of the District's ability to meet its current year and multi-year financial obligations.

A positive certification means that the district will meet its current year and two subsequent years' fiscal obligations. A qualified certification means that the district may not meet its current year and two subsequent years' fiscal obligations. A negative certification means that the district will not meet its current year or two subsequent years' fiscal obligations.

National School District's 2021-2022 Second Period Interim Financial Report is being presented for Board approval with a positive certification. Mr. Arik Avanesyans, Assistant Superintendent of Business Services, will provide a brief presentation on the report.

Comments: Projected year totals identified on the attached state financial reports (SACS), reflect revisions to revenue and expenditures made to the budget made since the December 14, 2021 First Interim Report and Budget Revisions.

School districts are required to conduct a review of their Interim Reports in accordance with state adopted Criteria and Standards. In addition, AB 12 (Chapter 1213/91), which became effective January 1, 1992, requires each district to determine whether it can meet its financial commitments.

The Superintendent certifies that such reviews have been conducted and a copy must accompany the Interim Report when it is submitted to the Governing Board for approval. After the Interim Report is approved, it is submitted to the County Office of Education for review. Interim Financial Reports are required each fiscal year with effective dates of October 31 and January 31. The District is allowed 45 days from the effective date to report to the Board.

Recommended Motion: Report and approval of the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2022.

Attachments:
Exhibit C

Agenda Item: **16.B. Adopt Resolution #21-22.20 authorizing National School District to accept the CalSHAPE Grant.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: The California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE formerly AB 841) provides funding to upgrade heating, air conditioning, and ventilation (HVAC) systems in public schools and replace plumbing fixtures and appliances that fail to meet water efficiency standards.

Under this Grant, all classrooms will be equipped with a carbon dioxide monitor that meets Department of State Architect (DSA) requirements (5.506.3). These upgrades will help promote a safe and healthy environment while meeting the DSA standards.

Comments: The grant in the amount of \$800,400 will cover the cost of ventilation projects for 10 school sites. (Exhibit D)

Recommended Motion: Adopt Resolution #21-22.20 authorizing National School District to accept the CalSHAPE Grant.

Financial Impact: Grant amount: \$800,400
Additional staffing cost:
\$0 Other costs: \$0
One time cost
General Fund

Attachments:
Resolution #21-22.20
Exhibit D

National School District Resolution

21-22.20

CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY PROGRAM GOVERNING BODY RESOLUTION

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that _____ the Governing Board _____ authorizes _____ National School District _____ to apply for a grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), _____ the Governing Board _____ finds that the activity funded by the grant is (Please select one)

not a project because there is no ground disturbance and limited physical change.

OR

a project that is exempt under _____ because

OR

a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the _____ Governing Board _____ authorizes _____ National School District _____ to accept a grant up to \$800,400.00 _____ and accept all grant agreement terms and conditions.

BE IT FURTHER RESOLVED, that _____ Arik Avanesyans _____, _____ Leighangela Brady, Ed.D. _____, and _____ David Castillo _____, are hereby authorized and empowered to execute in the name of National School District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

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PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 9th day of March 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, Leighangela Brady, E.D., Secretary to the Governing Board of National School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and of record in the office of said Board.

Secretary to the Governing Board

Agenda Item: **16.C. Accept donations.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Rationale: 1. \$1,300 from Foundation for International Understanding to Olivewood School for school supplies.

Quick Summary / Abstract: The Foundation for International Understanding is a nonprofit organization that focuses on promoting international understanding and community for international and low-income at risk students.

Comments: National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.

Recommended Motion: Accept donations.

Agenda Item:

17. BOARD/CABINET COMMUNICATIONS

Agenda Item: **18. ADJOURNMENT**