



Governing Board Agenda

April 13, 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.





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, April 13, 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/FKmbOSex5mk>

*(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—ANTICIPATED LITIGATION
One Case

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Director of Student Support Services

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

Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiator: Dr. Leticia Hernandez
Employee organizations: National City Elementary Teachers Association

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. OPEN SESSION ROLL CALL

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. 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

12. AGENDA

12.A. Accept Agenda.

Ms. Maria Betancourt-
Castañeda,
Board President

13. 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

13.A. Administration

13.A.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.

Dr. Leighangela
Brady, Superintendent

13.B. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13.C. Educational Services

13.C.I. Approve contract #CT3926 with Haynes Family of Programs S.T.A.R. Academy to provide specialized academic instruction for student #3705001.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

13.D. Business Services

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

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

14. GENERAL FUNCTIONS

14.A. Adopt Resolution #21-22.22 regarding absence of Board Member Ms. Maria Betancourt-Castañeda due to hardship-bereavement.

Dr. Leighangela
Brady, Superintendent

14.B. Approve the minutes of the Regular Board Meeting held on March 9, 2022.

Dr. Leighangela
Brady, Superintendent

14.C. Approve the draft National School District Governing Board meeting schedule for the 2022-2023 school year.

Dr. Leighangela
Brady, Superintendent

14.D. Approve membership to National Association of Latino Elected and Appointed Officials for Ms. Rocina Lizarraga.

Dr. Leighangela
Brady, Superintendent

15. EDUCATIONAL SERVICES

15.A. Presentation on National School District Federal Program Monitoring review.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.B. Approve the purchase of a digital subscription renewal for Panorama Education, Inc., for all National School District sites from April 22, 2022 through June 30, 2023.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.C. Approve contract #CT3925 with Imagine Creative Services LLC to provide Safa's Story, an interactive theater forum for Lincoln Acres School fifth grade students.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.D. Approve contract #CT3927 with Fleet Science Center to provide assemblies for students at all schools.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.E. Approve contract #CT3928 with Lexia Learning Systems LLC and National School District for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.F. Approve contract #CT3930 with The Stepping Stones Group to provide specialized academic services for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15.G. Approve contract #CT3931 with Native Interpreting to provide interpreter and translating services.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16. HUMAN RESOURCES - None

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

17. BUSINESS SERVICES

17.A. Approve agreement #CT3934 with UnME2, Inc. for access to software and devices to track school buses.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.B. Accept donations.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18. BOARD/CABINET COMMUNICATIONS

19. 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 / Public communication provides the public with an opportunity to address the Board
Abstract: 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 / Closed session in accordance with Government Code Section 54956.9:
Abstract: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
One Case

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT
Title: Director of Student Support Services

Closed session in accordance with Government Code Section 54957:
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Closed session in accordance with Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiator: Dr. Leticia Hernandez
Employee organizations: National City Elementary Teachers Association

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 / 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: **10. PRESENTATIONS**

Agenda Item: **10.A. Introduce and welcome the new employees.**

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

Quick Summary / Abstract: The employees on the attached list were approved at the March 9, 2022, Governing Board Meeting.

Comments: Dr. Leticia Hernandez, Assistant Superintendent of Human Resources will introduce and welcome the new employees.

Attachments:
Introduce & Welcome

	Introduce & Welcome 4/13/22	
Name	Position	Location
Heather Fortune	Teacher of Special Day Class/Mild- Moderate Grades K-6	Las Palmas School

Agenda Item: **11. 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: **12. AGENDA**

Agenda Item: **12.A. Accept Agenda.**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Recommended
Motion: Accept Agenda

Agenda Item: **13. 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: **13.A. Administration**

Agenda Item: **13.A.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: In May 2000, a lawsuit was filed against the State of California complaining that low-performing schools across the State were housed in facilities that were dirty, unsafe and inadequate with further allegations that these schools were additionally burdened with unqualified teachers and insufficient instructional materials. A settlement in Williams vs. California was agreed to in August 2004 and subsequently enacted into law through SB 6, SB 550, AB 1550, AB 2727 and AB 3001 (chaptered September 29, 2004).

The intent of the Williams settlement is to ensure that all students have equal access to:

- Instructional materials
- Qualified teachers
- Safe, clean and adequate facilities

Comments: A stipulation of the settlement is that all school districts must update Uniform Complaint Procedures to include:

- Instructional materials
- Teacher vacancies and misassignments
- Emergency or urgent facilities issues

The Governing Board of National School District enacted changes to the Uniform Complaint Procedures on December 8, 2004.

Notices have been posted in each classroom in every school informing parents/guardians that all classes in all California public schools must have sufficient instructional materials and that the facilities must be clean, safe and in “good repair.” The notices also provide information on how and where to file a complaint.

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of January through March 2022, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Attachments:
Williams Quarterly Report

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: January 1, 2022 to March 31, 2022

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
Totals:	0	0	0

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

Agenda Item: **13.B. Human Resources**

Agenda Item: **13.B.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
April 13, 2022

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
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Employment

None				
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Temporary Employment

1. Juan Aguayo	Intersession SDC Teacher Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
2. Elizabeth Austin	Intersession SDC Teacher Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
3. Marisa Barocio	Intersession SDC Teacher Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
4. Angelica Del Razo	Intersession SDC Teacher Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
5. Sandra Hollis	Intersession SDC Teacher Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
6. Angel Li	Intersession Speech Language Pathologist Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
7. Terrie Logan	Intersession Speech Language Pathologist Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
8. Daniel Okada	Intersession SDC Teacher Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
9. Leon Osteyee	Intersession Adapted Physical Education Specialist Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
10. Vanessa Tapia	Intersession SDC Teacher Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds
11. Lisa Yegin	Intersession SDC Teacher Central School	June 10, 2022 to July 1, 2022	90% of daily rate x hours worked divided by 6.58	Categorical Funds

Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

12. Kristin Walter	Enrichment Teacher District Office	April 4, 2022 To June 8,2022	Unpaid Leave of Absence	
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**CLASSIFIED STAFF RECOMMENDATIONS
April 13, 2022**

Name Position Effective Date Placement Funding Source

Employment

13. Jocelyn Eloy	Instructional Assistant- Health Care 3.25 hours per day 210 days per year Central School	April 15, 2022	Range 18, Step 1	General Fund
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Temporary Employment

14. Nora Alicdan	Intersession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
15. Luz Maria Allshouse	Intersession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
16. Laura Duran Mulia	Intersession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
17. Eva Duarte	Intersession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
18. Hilda Estala	Intersession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
19. Eliver Garcia	Intersession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
20. Yolanda Gutierrez	Intersession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
21. Sabina Gonzalez	Intersession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds

22. Elisa Gonzales	Interession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
23. Alma Ibarra	Interession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
24. Diana Martinez	Interession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
25. Silvia Mena	Interession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
26. Lucia Moreno	Interession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
27. Jacqueline Olea	Interession Office Technician Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
28. Araceli Proulx- Sollano	Interession Instructional Assistant Health Care Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
29. Irene Sanchez	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
30. Gabriela Ramirez Aguirre	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
31. Rebecca Chavez	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
32. Valerie Gonzalez	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
33. Sara Meza	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
34. Cynthia Ortiz	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds

35. Elizabeth Quiroz	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
36. Kenya Ruan	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
37. Michelle Vaughn	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
38. Mary Grace Sanchez	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
39. Yesenia Iniguez	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
40. Ariadna Saavedra	Interession Instructional Assistant Special Education Central School	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds

Additional Duties

None				
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Contract Extension/Change

41. Thomas Haman	From Custodian-Day Central School to Groundskeeper 8 hours per day 12 months per year Maintenance and Operations Department	April 14, 2022	Range 21, Step 1	General Fund
42. Alain Vega Murillo	From Temporary Custodian-Night Maintenance and Operations Department to Permanent Custodian- Night 8 hours per day 12 months per year Olivewood School	April 14, 2022	Range 17, Step 1	General Fund

Leave of Absence

43. Rosalva Valdivia	Office Technician - District District Office	March 18, 2022 to June 30, 2022	Intermittent FMLA	
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Agenda Item: **13.B.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 4/13/22			
Name	Position	Location	Effective Date
Evvy Baca	Teacher	Central School	April 1, 2022
Matthew Bandy	Resource Specialist Program Teacher	Kimball School	April 15, 2022
Cecilia Leon	Campus Student Supervisor	Lincoln Acres School	March 18, 2022
Megan Padilla	Teacher	Kimball School	June 8, 2022
Nathan Santini	Instructional Assistant- Special Education	Integrity School	March 18, 2022
Meghann Young	School Principal	Ira Harbison School	June 21, 2022

Retirements 4/13/22			
Name	Position	Location	Effective Date
Yvette Olea	Information Compliance Specialist	District Office	December 26, 2022

Agenda Item: **13.C. Educational Services**

Agenda Item: **13.C.I. Approve contract #CT3926 with Haynes Family of Programs S.T.A.R. Academy to provide specialized academic instruction for student #3705001.**

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

Quick Summary / Abstract: Approval of this item will allow National School District to meet the required provisions for specialized academic services as compensatory educational services for prior student #3705001. (Settlement Agreement/Comp Ed OAH Case No. 2021100016)

The required provisions were pre-approved by the Board on October 19, 2021.

Comments: The terms of this contract are from April 14,2021 to October 31, 2022. (Settlement Agreement/Comp Ed OAH Case No. 2021100016)

Recommended Motion: Approve contract #CT3926 with Haynes Family of Programs S.T.A.R. Academy to provide specialized academic instruction for student #3705001.

Financial Impact: Contract cost: Not to exceed \$8,075
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund - Special Education

Attachments:
CT3926

01 - 00 | 6500 - 000 | 5760 | 1110 | 5800 - 000 | 022
Fund Res Goal Function Object Site

Contract No. CT3926

National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

Haynes Family of Programs - S.T.A.R Academy

PO Box 400

Contractor

Taxpayer ID Number

Mailing Address

La Verne

CA

91750

, hereinafter referred to as "Contractor."

City

State

Zip Code

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Contractor will provide specialized academic instruction as compensatory education for prior student #3705001. Approved up to \$8,075 and provided before October 31, 2022.

2. Term. Contractor shall commence providing services under this Agreement on April 14, 2022, and will diligently perform as required and complete performance by October 31, 2022.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eight thousand seventy-five Dollars (\$ 8,075.00). District shall pay Contractor according to the following terms and conditions: Upon receipt of a detailed invoice provided by the contractor.

April 13, 2022

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
N/A
-
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
N/A
-

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.
- (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.
9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency, written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. 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 actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|--|
| For District: | 1500 N Avenue
National City, CA 91950 |
| For Contractor: | <u>PO Box 400</u>
<u>La Verne, CA 91750</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 14 day of April, 2022.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Arik Avanesyans
Typed or Printed Name

Asst. Superintendent, Business Services
Title

Board Approval Date: _____

Signature of Authorized Agent

Daniel Maydeck, CEO/President
Typed Name

Social Security or Taxpayer I. D. No.

(909) 593-2581
(Area Code) Telephone Number

Agenda Item: **13.D. Business Services**

Agenda Item: **13.D.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: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Adopt Resolution #21-22.22 regarding absence of Board Member Ms. Maria Betancourt-Castañeda due to hardship-bereavement.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Maria Betancourt-Castañeda was absent from the Regular Board meeting held on March 9, 2022, due to hardship-bereavement.

Comments: Board Bylaw BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law and that members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. See attached resolution.

Recommended Motion: Adopt Resolution #21-22.22 regarding absence of Board Member Ms. Maria Betancourt-Castañeda due to hardship-bereavement.

Attachments:
Resolution #21-22.22

Agenda Item: **14.B. Approve the minutes of the Regular Board Meeting held on March 9, 2022.**

Speaker: Dr. Leighangela Brady, Superintendent

Recommended Motion: Approve the minutes of the Regular Board Meeting held on March 9, 2022.

Attachments:

Board Minutes- 03/09/2022

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

March 09, 2022

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

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

1. CALL TO ORDER

Board Clerk, Ms. Alma Sarmiento, called the meeting to order at 4:05 p.m.

2. CLOSED SESSION ROLL CALL

Attendance taken at 4:05 p.m.:

Present:

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Absent:

Ms. Maria Betancourt-Castañeda

Ms. Vanessa Ceseña 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 4:05 p.m. to 5:55 p.m.

In Closed Session, the Board voted unanimously to approve a compromise agreement and release in OAH Case Number 2021100858. 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

7. CALL TO ORDER

Board Clerk, Ms. Alma Sarmiento, called the meeting to order at 6:04 p.m.

8. PLEDGE OF ALLEGIANCE

Board Clerk, Ms. Alma Sarmiento, led the Pledge of Allegiance.

9. OPEN SESSION ROLL CALL

Attendance taken at 6:05 p.m.:

Present:

Ms. Maria Dalla
Ms. Michelle Gates
Ms. Rocina Lizarraga
Ms. Alma Sarmiento

Absent:

Ms. Maria Betancourt-Castañeda

Ms. Vanessa Ceseña took roll call.

10. PUBLIC COMMUNICATIONS

11. AGENDA

11.A. Accept Agenda.

Motion Passed: Acceptance of the Agenda passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla
Yes Ms. Michelle Gates
Yes Ms. Rocina Lizarraga
Yes Ms. Alma Sarmiento

12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

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

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

12.A. Minutes

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

12.B. Administration

12.C. Human Resources

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

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

12.D. Educational Services

12.E. Business Services

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

13. GENERAL FUNCTIONS

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

Dr. Brady updated the Governing Board on District-wide collaboration during the COVID-19 pandemic. These updates included discussion on masking guidelines.

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."

Motion Passed: Adoption of Resolution #21-22.19 passed with a motion by Ms. Maria Dalla and a second by Ms. Rocina Lizarraga.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Amendment of contract #CT3756 passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15. HUMAN RESOURCES

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

Motion Passed: Approval of Agreement #CT3924 passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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.

Mr. Alfredo Alvarez, CSEA, spoke regarding agenda item 15.B.

Ms. Mona Ribada, CSEA, spoke regarding agenda item 15.B.

Motion Failed: Following discussion, adoption of Resolution #21-22.21 failed with a motion by Ms. Maria Dalla and a second by Ms. Alma Sarmiento.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

No Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

No Ms. Alma Sarmiento

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 gave a presentation on the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2022.

Motion Passed: Following discussion, approval of the Positive Certification and Budget Revisions passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, adoption of Resolution #21-22.20 passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16.C. Accept donations.

Motion Passed: Acceptance of donations passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Absent Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

17. BOARD/CABINET COMMUNICATIONS

Ms. Dalla wished everyone a good night.

Ms. Lizarraga congratulated Ms. Veronica Garcia for receiving the Employee of the Year recognition and she congratulated Mr. Francisco Lopez, Kimball School Principal, for his work. She wished everyone a good night.

Ms. Gates shared she is happy with the resolution acknowledging the week of the young child, passed tonight. She reminded everyone that there are seven days left before the start of spring break and she wished good luck to those who will remain working.

Mr. Avanesyans thanked the warehouse staff for their hard work and for always doing it with joy.

Dr. Hernandez wished everyone a great spring break and a good night.

Dr. Kraft thanked Ms. Charmaine Lawson and the preschool staff for the celebrations for the week of the young child. She also thanked teachers, school staff, and classified staff for their work during parent/teacher conferences. She shared details on student online registration.

Dr. Brady expressed she is looking forward to this time of year, especially for the celebrations ahead. She congratulated Ms. Veronica Garcia for receiving the Employee of the Year recognition and informed that the Teacher of the Year finalist will be announced soon. She shared details of the Now and Then project and upcoming celebration at the National City Public Library. She also shared details on sixth grade camp safety procedures. She thanked everyone for their work and wished everyone a good night.

Ms. Sarmiento expressed she is thankful for participating in Read Across America at Palmer Way School and she shared that National City Police Chief, Mr. Tellez, participated as well.

18. ADJOURNMENT

Board Clerk, Ms. Alma Sarmiento, adjourned the meeting at 7:42 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **14.C. Approve the draft National School District Governing Board meeting schedule for the 2022-2023 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: The National School District (NSD) Governing Board has traditionally met on the second and fourth Wednesdays of the month, with the exception of July, September, November, December, January, and March.

Comments: This schedule has enabled the District to conduct its business in a timely fashion and meet its monthly obligations.

The proposed schedule is attached.

Recommended Motion: Approve the draft National School District Governing Board meeting schedule for the 2022-2023 school year.

Attachments:
Governing Board Meeting Schedule 2022-2023

NATIONAL SCHOOL DISTRICT

GOVERNING BOARD MEETING SCHEDULE

SCHOOL YEAR 2022-2023

DATES

Dates pre-approved at
the December 14, 2021,
Board Meeting.

July 13, 2022

August 10, 2022

August 24, 2022

September 14, 2022

October 12, 2022

October 26, 2022

November 9, 2022

December 13, 2022*

January 18, 2023**

February 8, 2023

February 22, 2023

March 8, 2023

April 12, 2023

April 26, 2023

May 10, 2023

May 24, 2023

June 14, 2023

June 28, 2023

**Tuesday, December 13, to meet Organizational Meeting and First Period Interim Financial Report deadlines.*

***Wednesday, January 18, due to Winter Break and the 2023 Association of California School Administrators (ACSA) Superintendents' Symposium*

Agenda Item: **14.D. Approve membership to National Association of Latino Elected and Appointed Officials for Ms. Rocina Lizarraga.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Established in 1976, the National Association of Latino Elected and Appointed Officials (NALEO) whose constituency includes the nation's more than 6,000 elected and appointed Latino officials.

The NALEO Educational Fund is the nation's leading non-profit organization that facilitates full Latino participation in the American political process, from citizenship to public service. Established in 1981, the NALEO Educational Fund is making significant contributions to the progress of the nation's 45.5 million Latinos.

Recommended Motion: Approve membership to National Association of Latino Elected and Appointed Officials for Ms. Rocina Lizarraga.

Financial Impact: Membership cost: \$100
Additional staffing costs: \$0
Other cost: \$0
Annual cost
General Fund

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Presentation on National School District Federal Program Monitoring review.**

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

Quick Summary / Abstract: This presentation will provide the Board an update on the Federal Program Monitoring (FPM) findings and resolutions for the National School District.

Comments: The FPM team reviewed National School District in seven areas:

- Federal Stimulus Monitoring - CA (COVID-19 funds)
- Compensatory Education - CE (Title I funds)
- English Learner- EL (Title III and EL Regulations)
- School Support and Improvement- SSI (Comprehensive School Improvement Title I)
- Uniform Complaint Procedures- UCP (UCP Regulations)
- Early Learning and Care- ELC (Preschool)
- Fiscal Monitoring- FM

National School District had no findings in four of the seven areas.

National School District had findings in the following three areas:

- 4 findings in CA
- 9 findings in EL
- 2 findings in FM

All findings have since been resolved.

Agenda Item:	15.B. Approve the purchase of a digital subscription renewal for Panorama Education, Inc., for all National School District sites from April 22, 2022 through June 30, 2023.
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this subscription will provide a project manager, professional development, and a renewal of licenses for certificated staff to support student academic and Social-Emotional Learning (SEL) growth and achievement. This subscription was previously approved in April 2021. This purchase will be over the \$10,000 threshold, therefore, it is being brought forward to the Governing Board for approval to initiate the renewal.
Comments:	Panorama is synced with National School District’s data systems to provide a full intervention tracking and Multi-Tiered System of Supports (MTSS) platform including academic, behavior, attendance, and Social-Emotional Learning (SEL) data in one place. Panorama’s dashboard helps National School District (NSD) to refine, fortify, and deliver supports based on student need.
Recommended Motion:	Approve the purchase of a digital subscription renewal for Panorama Education, Inc., for all National School District sites from April 22, 2022 through June 30, 2023.
Financial Impact:	Subscription cost: \$52,583.33 Additional staffing cost: \$0 Other costs: \$0 Annual cost: \$45,500 General Fund
Attachments:	Panorama Quote

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. (“Panorama”)	
<i>Client Legal Name (“Client”)</i>	National School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Leighangela Brady, Superintendent	<i>Primary Contact, Title</i>	Christina Eng, Account Director
<i>Billing / Payment Address</i>	1500 N. Avenue	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	National City, CA 91950	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	lbrady@nsd.us	<i>Email</i>	ceng@panoramaed.com
<i>Primary Contact Phone Number</i>	(619) 336-7500	<i>Phone</i>	(781) 789-9003
<i>Accounts Payable Contact</i>	Leighangela Brady		
<i>Accounts Payable Email Address</i>	lbrady@nsd.us		
<i>Accounts Payable Phone Number</i>	(619) 336-7500		
<i>Purchase Order Required?</i>	Yes [] No [X]		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
<u>Annual Licenses:</u>		<i>Effective Date:</i>	4/23/2022
Panorama Student Surveys and Student SEL: Platform License Access to Platform and Support (as defined in the Terms and Conditions):		<i>Contract Term:</i> <i>(From Effective Date)</i>	<u>4/23/2022 – 6/30/2023</u>
<ul style="list-style-type: none"> Survey administration, analysis and reporting. Student surveys 		<i>Annual License Fee:</i>	\$37,500 / year
Panorama Student Success: Platform License Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions):		<i>Subtotal License Fee Over Contract Term:</i>	\$37,500
<ul style="list-style-type: none"> Dashboards and reporting for teachers, student support staff, school administrators, and district administrators Panorama’s social-emotional learning survey or screener for students Includes survey administration, analysis, and reporting Ongoing integration of Synergy & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics Ongoing integration of iReady, ELPAC, SBAC and one additional supported assessment Student Success platform Intervention tracking 			
<u>Services:</u>		<i>Project Management:</i>	\$5,000 / year
Project Management Includes dedicated Client Success Manager who will work with the client’s main point of contact to execute a successful project administration.		<i>Professional Development:</i>	\$3,000 / year
<ul style="list-style-type: none"> Develop project timeline Manage setup and administration Customize configurations Coordinate rollout of reports 		<i>Subtotal Services Fees Over Contract Term:</i>	\$8,000

PANORAMA EDUCATION – SERVICE ORDER



<p>Virtual Workshop (Core Offering) x2 Includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation at an additional cost).</p>		
	<p>Annual Total: <i>(Invoiced on Effective Date)</i></p> <p>2-month cost from 4/23/2023 – 6/30/2023:</p> <p>Total Over Contract Term:</p>	<p>\$45,500 / year</p> <p>\$7,083.33 / 2 months</p> <p>\$52,583.33</p>

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

This service order reflects the renewal of current services in place. There is no addition of new licenses or services. The current contract period (April 23 – April 22) has been extended an additional two months through June 30 in order to move to a July 1 contract period and renewal cycle starting in 2023.

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

Exhibit A

Terms

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”). The client named on the Service Order attached hereto (“Client”) and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, (“SO”), these terms (“Terms”) and collectively with the SO, (“Agreement”). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client’s students, employees, and parents and authorized guardians of Client’s students, all as applicable and described in the relevant SO, (“Authorized Users”)), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and

its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“Client PII”) and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, (“Non-PII” and together with PII “Client Data”). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or

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services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not

withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance

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with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR

IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT

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Terms

OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected

Exhibit A Terms

party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

5.

Agenda Item: **15.C. Approve contract #CT3925 with Imagine Creative Services LLC to provide Safa's Story, an interactive theater forum, for Lincoln Acres School fifth grade students.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by Imagine Creative Services LLC.

The contract terms include two three-hour sessions to fifth grade students in an interactive theater forum. Special day fifth grade students will mainstream to the general education classes during the sessions.

The inclusive (all services and supports) cost for this contract is \$850. The services will be provided on-site on April 15, 2022.

Comments: Safa's Story is an interactive theater forum, that help students build an understanding of bullying and discrimination, learn how to stand up for themselves and their peers, and learn to embrace diversity.

The two three-hour sessions will be from 9:20 a.m. - 2:20 p.m. with recess and lunch breaks. Sessions will be delivered separately to each fifth grade class by a teaching artist. The artists will follow all COVID-19 mitigation measures in place at the date of the program.

No services will be rendered until approved by the National School District Governing Board.

Recommended Motion: Approve contract #CT3925 with Imagine Creative Services LLC to provide Safa's Story, an interactive theater forum, for Lincoln Acres School fifth grade students.

Financial Impact: Contract cost: \$850
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund - Site funds

Attachments:
CT3925

[01 - 00] [0980 - 000] [1110] [1000] [4300 - 100] [600]
Fund Res Goal Function Object School

Contract No. CT3925

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 14 day of April, 2022,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

Imagine Creative Services LLC 219 1/2 22nd Street
Contractor Taxpayer ID Mailing Address

San Diego CA 92102, hereinafter referred to as "Contractor."
City State Zip Code

- Services to be provided by Contractor. Safa's Story - two three-hour sessions of
interactive theater to fifth grade students on bullying, discrimination, acceptance, and diversity at
Lincoln Acres School.
Location
- Term. Contractor shall provide services under this Agreement on
April 15, 2022.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered
pursuant to this Agreement a total fee not to exceed eight hundred fifty and no cents
Dollars (\$ 850.00). District shall pay Contractor within 15 days of receipt of
invoice by Business Services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred
by Contractor in performing services for District, except as follows:
N/A
- Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment,
supplies and other items necessary to complete the services to be provided pursuant to this
Agreement, except as follows:
N/A

6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
9. Fingerprinting Requirements. Consultant agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
10. Employment with Public Agency. 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 actually being performed pursuant to this Agreement.
11. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
NATIONAL SCHOOL DISTRICT	CONTRACTOR			
Signature of Authorized Agent	Signature of Authorized Agent			
<u>Arik Avanesyans</u>	_____			
Typed or Printed Name	Typed Name			
<u>Assistant Superintendent, Business Services</u>	_____			
Title	Social Security or Taxpayer I. D. No.			
Board Approval Date: _____	_____			
	(Area Code) Telephone Number			

Agenda Item: **15.D. Approve contract #CT3927 with Fleet Science Center to provide assemblies for students at all schools.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by Fleet Science Center.

As part of the grant, Fleet will provide a presenter and materials for all events at no charge. School staff will serve as school representatives and assist in the monitoring of students. The terms of this contract are from April 14, 2022, through June 3, 2022.

No services will be rendered until approved by the National School District Governing Board. The services will be provided on-site.

Comments: Through Fleet grant funding, Fleet will collaborate to offer events designed for the purpose of promoting science education, in the form of assemblies for students at each of the ten National School District campuses.

Fleet will collaborate with school principals to schedule and design school assemblies with COVID-19 safety guidelines in place.

Recommended Motion: Approve contract #CT3927 with Fleet Science Center to provide assemblies for students at all schools.

Financial Impact: None

Attachments:
CT3927



NATIONAL SCHOOL DISTRICT PARTNERSHIP WITH FLEET SCIENCE CENTER

MEMORANDUM OF UNDERSTANDING

I. AGREEMENT.

This Agreement is made between National School District (hereafter referred to as “District”), and Fleet Science Center, a non-profit corporation (hereafter referred to as “Fleet”).

This Agreement is effective as of April 14, 2022, and shall be in force through June 3, 2022, at which time this Agreement may be revised and renewed by District and Fleet.

II. PROJECT DESCRIPTION.

District and the Fleet will collaborate to offer events designed for the purpose of promoting science education, in the form of workshops or assemblies for students at District campuses.

III. PAYMENT/COST

Cost of Fleet resources covered by Fleet grant funding and District will not be billed for delivery of Fleet services or resources.

IV. FLEET RESPONSIBILITIES.

- a. One science assembly at each District campus school location. (10 total)
- b. A qualified Science Educator to present material
- c. Provide supplies and materials associated with the hands-on projects
- d. Prior to entering NSD school sites, Fleet staff will provide confirmation that the staff member has the following on record with Fleet:
 - i. Proof of covid-19 full vaccination (official card)
 - ii. TB Results (within 4 years)
 - iii. Valid driver’s license or identification card.

V. DISTRICT RESPONSIBILITIES.

- a. Access to gymnasium, multipurpose room or outdoor space
- b. District Instructor or Staff member present in the room for the duration of each event.
- c. Existing District resources such as tables and power outlets
- d. Connect Fleet to the correct person at each school for scheduling.

VI. FUTURE AMENDMENTS.

This Agreement expresses the intent of Fleet and District to enter into one or more future amendments to this agreement, as needed, with respect to the matters outlined herein.

Fleet and District concur that this Agreement does not address or contain all matters pertaining to the Classes, and that changes or amendments to this agreement may be made, as needed, through the written consent of Fleet and District.

VII. LIABILITY INSURANCE.

The Fleet agrees to defend, indemnify, and hold District harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including, but without limitation, reasonable attorneys' fees incurred in connection with the performance of this Agreement and that are caused by acts or omissions, willful misconduct, or negligent conduct of the Fleet's agents, employees, or other persons acting on its behalf.

District agrees to defend, indemnify, and hold the Fleet harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including, but without limitation, reasonable attorneys' fees incurred in connection with the performance of this Agreement and that are caused by acts or omissions, willful misconduct, or negligent conduct of District's agents, employees, or other persons acting on its behalf.

VIII. OTHER TERMS AND CONDITIONS.

Neither Fleet nor District may transfer or assign its rights or obligations under this Agreement without the written consent of the other party. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the parties. No party shall have the right to obligate or bind any other party in any manner whatsoever, and nothing herein contained shall give or is intended to give any right to a third party.

Agreed to by:

Arik Avanesyans
Assistant Superintendent – Business Services
National School District

Date

Horacio Correa
COO
Fleet Science Center

Date

Agenda Item: **15.E. Approve contract #CT3928 with Lexia Learning Systems LLC and National School District for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will allow National School District access to the Lexia English pilot program provided by Lexia Learning Systems LLC.

The contract terms include a paid professional learning session, national live online sessions for teachers, a dedicated customer success manager to meet virtually with District leaders to support the implementation throughout the pilot period, and 400 free student licenses in a District pool.

The inclusive (all services and supports) cost for this contract is \$2,000. The terms of this contract are from April 14, 2022 to June 30, 2022. An additional \$2,500 will be set aside to release teachers or pay extra time for training.

No services will be rendered until approved by the National School District Governing Board.

Comments: The Lexia English pilot program, is an adaptive blended learning program designed to support English Language Development (ELD). The adaptive nature of the assessment identifies student ability level, specific skills needed, and charts a personalized learning path for each student. The reports, recommended teacher led lessons, and online adaptive lessons are designed to support students as they move toward the goal of English proficiency.

Benchmark ELD is our current Board adopted ELD curriculum. Feedback from teachers and students who participate in this pilot will be used to determine whether or not Lexia English should be considered as a supplemental digital resource to support ELD.

Recommended Motion: Approve contract #CT3928 with Lexia Learning Systems LLC and National School District for the 2021-2022 school year.

Financial Impact: Contract cost: \$2,000
Additional staffing cost: \$2,500
Other costs: \$0
One time cost
General Fund

Attachments:
CT3928

[- - - - -]
Fund Res Goal Function Object Site

Contract No. CT3928

National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and
Lexia Learning Systems LLC 300 Baker Ave. Ste 320

Contractor	Taxpayer ID Number	Mailing Address
<u>Concord</u>	<u>MA 01742-2131</u> , hereinafter referred to as "Contractor."	
City	State Zip Code	

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Included in the Lexia English pilot is a paid professional learning session, national live online sessions for teachers, a dedicated customer success manager to meet virtually with district leaders to support the implementation throughout the pilot period and 400 free student licenses in a district pool.

2. Term. Contractor shall commence providing services under this Agreement on April 14, 2022, and will diligently perform as required and complete performance by June 30, 2022.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed two thousand Dollars (\$2,000.00). District shall pay Contractor according to the following terms and conditions: Purchase order

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
IT set-up and teacher training
-
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
N/A
-

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.
- (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.
9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency, written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. 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 actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|---|
| For District: | 1500 N Avenue
National City, CA 91950
300 Baker Avenue, Suite 320 |
| For Contractor: | <hr/> Concord, MA 01742-2131 <hr/> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 14th day of April, 2022.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Arik Avanesyans

Typed or Printed Name

Typed Name

Assistant Superintendent, Business Services

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **15.F. Approve contract #CT3930 with The Stepping Stones Group to provide specialized academic services for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District (NSD) access to services provided by The Stepping Stones Group, including: speech-language services, school psychologist, one-on-one nursing support, Behavior Tech, Board Certified Behavior Analyst (BCBA) and specialized academic instruction.

The contract term outlines the types of services provided at The Stepping Stones Group. These services will allow students to receive services that are written into their Individualized Educational Plans (IEPs).

The inclusive (all services and supports) per diem rate for these services is not to exceed \$103 per hour. The terms of this contract are from April 14, 2022 to June 30, 2022.

Comments: Approval of this contract will provide National School District to continue to provide contracted services for current contractors.

There is a nationwide shortage of speech-language pathologists, nursing support providers, and special education service providers. The Stepping Stones Group provides temporary staffing support for NSD.

This consultant contract will allow NSD to cover special education services (as required in a student's individualized educational plan) during employee leaves or unfilled vacancies.

No services will be rendered until approved by the National School District Governing Board. The services will be provided on-site.

Recommended Motion: Approve contract #CT3930 with The Stepping Stones Group to provide specialized academic services for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$200,000
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund - Special Education

Attachments:
CT3930

[_____] [_____] [_____] [_____] [_____] [_____]
Fund Res Goal Function Object Site

Contract No. _____

National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

Contractor Taxpayer ID Number Mailing Address
_____, hereinafter referred to as "Contractor."
City State Zip Code

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. _____

2. Term. Contractor shall commence providing services under this Agreement on _____, _____, and will diligently perform as required and complete performance by _____, _____.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$ _____). District shall pay Contractor according to the following terms and conditions: _____

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.

- (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency, written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. 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 actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue
 National City, CA 91950

For Contractor: _____

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this _____ day of _____, _____.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **15.G. Approve contract #CT3931 with Native Interpreting to provide interpreter and translating services.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by Native Interpreting to provide interpreter and translating services for the remainder 2021-2022 school year.

The inclusive (all services and supports) per diem rate for these services is not to exceed \$90 per hour. The terms of this contract are from April 14, 2022 to June 30, 2022.

No services will be rendered until approved by the National School District Governing Board. The services will be provided on-site.

Recommended Motion: Approve contract #CT3931 with Native Interpreting to provide interpreter and translating services for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$40,000
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund - One-time funds

Attachments:
CT3931

NATIVE INTERPRETING AGREEMENT FOR SERVICES

This Native Interpreting Agreement for Services (the “Agreement”) is for the purposes of providing interpretation services. The parties, Native Interpreting and National School District (the “Client”) hereby agree to the following:

1. **ON-SITE AND VIDEO-REMOTE VERBAL INTERPRETATION.** Client agrees to pay Native Interpreting for its services in accordance with the following provisions.

- a. **Standard Rates**

- i. Tier 1: For Arabic, Chaldean, and Spanish:
 1. \$65 per hour
 2. One hour minimum
 3. Any cancellations without 24 hours’ notice will incur a cancellation charge of \$50 per scheduled hour
- ii. Tier 2: For Amharic, Dari, Farsi, French, Haitian Creole, Kurdish, Pashto, Portuguese, Russian, Swahili, Tigrinya
 1. \$75 per hour
 2. One hour minimum
 3. Any cancellations without 24 hour’s notice will incur a cancellation charge of \$60 per scheduled hour
- iii. Tier 3: All other foreign languages:
 1. \$80 per hour
 2. Two hour minimum
 3. Any cancellations without 24 hour’s notice will incur a cancellation charge of \$60 per scheduled hour
- iv. American Sign Language:
 1. \$90 per hour, per interpreter with a 2-hour minimum
 2. If the assignment is going to last longer than one hour, it may be necessary to send two interpreters due to the demanding nature of ASL interpreting
 3. Any cancellations not meeting the requirement of Section 3 will incur a cancellation charge of \$90 per scheduled hour

- b. **Rate Calculation:**

- i. As specified above, each service will have a minimum rate (either one or two hours) (the “Minimum Rate”). At the completion of the Minimum Rate additional time will be billed in 30 minute increments. The rate will be calculated based on the scheduled time even if the services start or end early.
- ii. Cancellation rates are billed according to the scheduled duration. For example, if Client schedules a Tier 1 language for 1.5 hours, the cancellation charge is for 1.5 hours.
- iii. Beyond the time scheduled for an assignment, there is no guarantee that interpreters will be available for services to be extended. When services can be provided beyond the scheduled time, the total amount due will be based on the actual time of service, and billed at the regular rate in 30-minute increments.

- iv. Confirmation calls to a family as requested by the Client shall incur a charge of \$12 per call.

c. Rates – Custom

- i. Where a particular assignment is abnormal in character, including but not limited to, large travel distance, unique language required, more qualified interpreter requested, Native Interpreting will set custom rates to be provided in writing to Client and agreed to by all parties in writing prior to assignment.

2. PAYMENT.

- a. All assignments will be invoiced by Native Interpreting.
- b. Invoices to be paid by client within 30 days of invoice.
- c. Payment for a **Large Assembly Assignment** is due, 50% at the time of contract, and the balance to be paid within 30 days of invoice.
- d. Any payments not received within 30 days of invoice shall immediately accrue a 10% late fee, and continue to accrue late fees of 2.5% per month.

3. CANCELLATION AND/OR LEP (LIMITED ENGLISH PROFICIENT) FAILURE TO APPEAR.

a. Single-Day Assignments:

- i. Notice of cancellation must be given at least 24 hours (one business day) in advance of the scheduled assignment.
- ii. Cancellations with at least 24 hours notice will incur the cancellation fee described in Section 1. a. above.
- iii. Where cancellation occurs less than 24 hours in advance and/or LEP fails to appear, full payment (including reimbursable expenses) is due and owing.

b. Multiple-Day Assignments:

- i. Two-Four Day Assignments.
 - 1. For two-to-four-day assignments, 48 hours (two business days) advance notice is required.
 - 2. Cancellations with at least 48 hours notices will only incur the cancellation fee described in Section 1.a. above.
- ii. Five or More Day Assignments.
 - 1. For assignments that last five days or more, 72 hours (three business days) advance notice is required. above.
 - 2. Cancellations with at least 72 hours notice will only incur the cancellation fee described in Section 1.a. above.
- iii. Cancellations without advance notice for multiple-day assignments will be billed for 50% of the contracted hours

c. Long-Term Assignments:

- i. For assignments that last 30 days or more, ten business days of advance notice is required.
- ii. Cancellations with at least 10 days notice will only incur the cancellation fee described in Section 1.a. above.

- iii. Cancellations without advance notice for long-term assignments will be billed for 50% of the contracted hours.

d. Incorrect Language Assignment.

- i. Where Client requests the incorrect language for an assignment and Native Interpreting dispatches the requested interpreter, Client shall pay a cancellation fee as out lined in Rates above. Native Interpreting shall make a good faith attempt to accommodate the Client by seeking and dispatching an alternate interpreter for the correct language upon request of Client. If an alternate interpreter is dispatched, this dispatch shall be billed as a separate appointment.

4. PHONE INTERPRETATION

- a. Rates:
 - i. \$1.25 per minute for all languages.
- b. Pre-Scheduled Calls:
 - i. There is a minimum fee equal to 30 minutes regardless of actual time spent during the interpretation session. There is also a 30-minute cancellation fee if cancellation is not received 24 hours before scheduled session. If an interpreter has not been assigned to a call and the call is cancelled, the minimum fee will not apply.
- c. Payment:
 - i. All assignments will be invoiced by Native Interpreting. Invoices to be paid by Client within 30 days of invoice. Any payments not received within 30 days of invoice shall immediately accrue a 10% late fee, and continue to accrue late fees of 2.5% per month.

5. WRITTEN TRANSLATION

- a. Rates:
 - i. Rates are determined on a case-by-case basis and would be provided in writing to Client and agreed to by all parties prior to assignment.
- b. Payment:
 - i. All assignments will be invoiced by Native Interpreting. Invoices to be paid by Client within 30 days of invoice. Any payments not received within 30 days of invoice shall immediately accrue a 10% late fee, and continue to accrue late fees of 2.5% per month.
- c. Cancellation:
 - i. Client may cancel the contracted translation services at any time. Payment for any completed and provided translations, even if partial, shall be invoiced and paid immediately upon cancelation of services by Client. Payment not made within 30 days of cancellation by Client shall immediately accrue a 10% late charge, and shall continue to accrue a late charge equivalent to 2.5% per month.

6. LIMITATION OF OBLIGATION.

- a. Interpreter/Translator is not responsible to translate words and/or phrases that are inaudible, illegible and/or otherwise unreadable from the sourced LEP/document. Interpreter/Translator is only obligated to use his/her best efforts in listening/reading and comprehending the sourced LEP/document.
 - b. Where translator is unable to determine the word(s) in the source LEP/document, Interpreter/Translator will note same by verbal acknowledgement or in translated document where appropriate. Even where Translator cannot read and/or interpret certain words within the sourced document, client is still responsible for payment of non-interpreted words at the rates set forth above
7. **MODIFICATION OR AMENDMENT.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
8. **ENTIRE AGREEMENT.** This Agreement sets forth and constitutes the entire understanding and agreement of the parties as to the subject matter of this Agreement. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement. There is no other agreement governing or affecting the subject matter hereof. No amendment, modification or rescission of this Agreement shall be effective unless set forth in writing and signed by the parties hereto.
9. **CHOICE OF LAW/PREVAILING PARTY.** The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto, without reference to any conflict of laws provisions. The venue for this agreement shall be San Diego, California. The prevailing party in any legal proceedings shall be awarded reasonable attorney fees and costs.
10. **EFFECTIVE DATE.** It is understood and all parties agree that this Agreement shall become effective on execution.
11. **AUTHORITY TO ENTER AGREEMENT.** The parties have read this Agreement and understand its contents. All signatories to this Agreement represent that they are duly authorized and have the full power and authority to enter into this Agreement.
12. **ADVICE OF COUNSEL.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, on the date first appearing above.

Date:

Date:

Madelyne Wagner,
On Behalf of Native Interpreting

Arik Avanesyans,
Assistant Superintendent, Business Services
On Behalf of National School District

Agenda Item: **16. HUMAN RESOURCES**

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

Quick Summary / Abstract: None

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Approve agreement #CT3934 with UnME2, Inc. for access to software and devices to track school buses.**

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

Quick Summary / Abstract: UnME2, Inc. will provide the District devices to replace the existing GPS devices on our school buses. UnME2, Inc. will also provide access to their software "Spot My Bus" to allow the District to track where school buses are.

Comments: The existing devices are obsolete and are no longer supported by the manufacturer, Zonar. The devices UnME2 will provide the District are manufactured to work with 4GLTE cellular signals. UnME2, Inc. will also provide access to their software "Spot My Bus" to allow the District to track where school buses are. In addition, "Spot My Bus" will be available to parents in the form of a mobile app to allow them to track their school bus locations. Parents will be required to register for the software and only information pertaining to their student will be made available to the parent.

Recommended Motion: Approve agreement #CT3934 with UnME2, Inc. for access to software and devices to track school buses.

Financial Impact: Contract cost: \$13,168
Year 1 \$4,816
Year 2 \$4,176
Year 3 \$4,176
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3934

AGREEMENT

between

School District/Bus Operator and UnME2, Inc. for SpotMyBus™

THIS AGREEMENT by and between National School District (the "Operator"), whose principal place of business is 1500 "N" Avenue, National City, CA 91950 and UnME2, Inc., a Virginia Corporation, whose principal place of business is 3753 Lynnfield Drive, Virginia Beach, VA 23452 ("UnME2").

WITNESSETH:

1. Operator is in the business of transporting schoolchildren to and from their respective schools, on field trips, and other events.
2. UnME2 has created a hardware and software system (the "System") called "SpotMyBus," which enables a school bus operator to use a web browser to present the locations of its vehicles on a map as they move about and also allows parents (and students) to use a smart phone app to see the locations of the buses the students ride to and from school and other events.
3. UnME2 provides tracking devices ("Devices") for the Operator to install in its vehicles and web access to a software application which presents all vehicle locations on a map. UnME2 also offers a mobile app to parents and students which enables them to monitor the location(s) of bus(es) their children ride to and from school.
4. A Device monitors the location of a vehicle using the Global Positioning System (GPS) and sends location information periodically to computer equipment ("Servers") operated by UnME2. The location information is used by the System to present a map to the Operator with markers indicating the location of each of its vehicles equipped with a Device. The Operator can view the map using a web browser to access a program (the "Software") owned by UnME2. UnME2 shall not provide Operator with a computer, web browser, or any equipment other than Devices (and cables to connect them).
5. Upon request by Operator, UnME2 will make bus location information from the Servers available to the the families ("Families") of the children being transported on Operator buses, and Families may access this location information by using the SpotMyBus smart phone applications (the "Apps") for Android and iOS devices. The combination of Devices, Servers, Software and Apps is collectively called the "System."
6. Operator desires to use the System and acknowledges the System is suitable for Operator's purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

7. Term of Agreement

This Agreement shall remain in force for **thirty-six (36)** months commencing on the Launch Date.

8. UnME2 shall provide to Operator the following equipment (the "Equipment") to be used for such purposes:

- 12 Tracking Devices (including data connectivity), one for each tracked vehicle
- 12 cables to connect Tracking Devices to Operator's tracked vehicles
- unlimited use of the SpotMyBus web-based Software for monitoring Operator's vehicles
- unlimited downloads, by parents and students, of SpotMyBus mobile Apps

The System will be used to track 12 of Operator's vehicles.

Operator shall pay to UnME2 \$29.00 (twenty-nine dollars) per tracked vehicle per month (\$348.00 per tracked vehicle per year) for use of the System. Year 1 Annual cost to Operator shall be:

Qty	Model	Description	Unit Price	Extended Price
<u>12</u>	SMB-10C	Vehicle Tracker w/cable	\$348.00	\$ 4,176.00
<u>12</u>	CS-1	Cellular service for Tracker	included	included
	SMB-OS	SpotMyBus District Software	included	included
	SMB-PS	SpotMyBus Parent Mobile App	included	included
				Subtotal: \$ 4,176.00
<u>13</u>	RFID-1356	RFID Card Reader w/cable	\$38.00	494.00
				Shipping: 73.00
				Total: \$ 4,743.00

Notes:

1. One RFID Card Reader per bus (12) plus one RFID Card Reader for the Transportation Dept.
2. To ensure reliability and compatibility with SpotMyBus hardware and software, future RFID card purchases by NSD will be from UnME2, Inc. Card price will be at NSD's current card price.

The date on which the Operator receives delivery of the Equipment shall be the "Launch Date," as hereinafter defined, of the System.

Upon execution of this Agreement, Operator shall pay 100% (**\$4,743**) for the first 12 month period of this Agreement, plus **\$73** for shipping. Payment for each subsequent 12 month period (**\$4,176**) shall be made annually, on the anniversary of the Launch Date.

9. Obligations of UnME2

UnME2 shall provide to Operator:

a. Web browser access to UnME2 Servers for the sole purpose of viewing Operator's vehicle locations and related information.

b. Devices and cables for tracking Operator's vehicles.

c. The entire cost of the Devices and cables provided to Operator shall be born by UnME2. The normal cost of transmitting information from the Devices to the Servers shall be born by UnME2. UnME2 shall bear the cost of creating, maintaining, and providing access to the web-based program ("Software") Operator will use to view the location of its vehicles, as well as the cost of creating, maintaining, and distributing the Apps.

d. Upon request by Operator, UnME2 shall make the Apps available to the Families at no cost to the Families.

e. UnME2 shall be under no obligation to Operator to modify, enhance or customize the System. UnME2 may, at its sole discretion, modify and/or enhance the System and may make updates available to Operator at no cost to Operator. Operator shall use updates to the System as they become available and acknowledges that such updates may replace elements of the System and that the replaced elements will become unavailable after each update.

10. **Obligations of Operator**

a. Operator shall, at its cost and in accordance with instructions provided by UnME2, promptly install the Devices in the vehicles to be tracked.

b. Operator shall use the System only for its intended purposes.

c. Operator shall notify UnME2 promptly should it discover a System problem.

d. If either party discovers that a Device stops functioning correctly, it will notify the other party. Thereupon, UnME2 shall provide a replacement Device and Operator shall promptly return the malfunctioning device to UnME2 in accordance with Section 11 hereof ("Shipping Devices). UnME2 shall pay the shipping and insurance costs for delivery of a replacement device to Operator.

e. In the event this Agreement is not renewed by the parties, Operator shall promptly return all Equipment in the manner described in section 11.

11. **Shipping Devices** Operator shall obtain a return merchandise authorization number (RMA) from UnME2 before shipping Devices and cables to UnME2. Operator shall ship them promptly to UnME2 with the RMA displayed on the shipping label. Operator shall insure each shipped Device for \$250 (two hundred fifty dollars) against loss or damage during shipment and shall pay insurance and shipping costs for delivery to UnME2. Should Operator fail to return one or more Devices within 10 days of receiving an RMA from UnME2, the Devices shall be deemed unrecoverable and Operator shall pay to UnME2 \$250 (two hundred fifty dollars per Device) as liquidated damages, within 20 days of receiving the RMA.

12. **System Ownership** The System is entirely and exclusively owned by UnME2. Operator shall not assign, transfer or lease any portion of the System and shall not have any ownership in or claim to the System, or any part thereof, or other assets or physical or intellectual property of UnME2. This provision shall survive the termination of this Agreement. Operator shall use the System only while this Agreement is in force.

13. **Data Ownership** All data collected, moved, or stored by the System (the "Data") shall be the exclusive property of UnME2. Operator shall have no ownership or proprietary or other interest in the Data. UnME2 will not share with Operator or with Families any data collected from Devices on vehicles operated by Operator, except at UnME2's sole discretion.

14. **Warranty and Liability** With respect to the System, UnME2 makes no warranties, whether express or implied, including, without limitation, an implied warranty of fitness for a particular purpose. In no event shall UnME2 be liable to Operator for special, indirect, consequential, or punitive damages,

including, without limitation, lost profits, use, or goodwill. UnME2's liability to Operator shall be limited to the purchase price of products provided to it by UnME2.

15. **Disputes** The parties shall make a good faith effort to settle any dispute prior to submission of the matter to arbitration. Any dispute or claim arising out of or related to this Agreement, its interpretation, performance, breach, or rescission shall be decided by final and binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. The federal and state courts of the Commonwealth of Virginia shall have exclusive jurisdiction over any matters not resolved by arbitration. The arbitration shall take place in Virginia and be conducted by three (3) arbitrators selected by the American Arbitration Association.

16. **Force Majeure.** UnME2 shall not be liable for loss, damage or delay caused by strikes or labor difficulties, lockouts, acts or omissions of any governmental authority, insurrection, riot, war or similar hostility, fires, floods, Acts of God, breakdown of essential machinery, accidents, cargo or material shortages, delays in transportation, inability to obtain labor, materials or parts from usual sources or otherwise due to causes beyond the Seller's reasonable control. In the event of any such delay, performance shall be postponed by such length of time as may be reasonably necessary under the circumstances.

17. **Notices** Any notice given under this Agreement shall be in writing and sent via certified or registered mail to the other party at the address set forth hereinabove. Notice shall be deemed sent upon receipt or three days after mailing, whichever first occurs.

18. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all representations, whether express, implied, oral, or written. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Any waiver by either party of any right or remedy hereunder shall be effective only if it is in writing and signed by an authorized representative. No delay or omission by a party to exercise any right related to any breach or default of this Agreement shall impair any such right or operate as a waiver. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall form one and the same instrument. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable for any reason, such determination shall not affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

Agreed to on _____

Agreed to on February 25, 2022

National School District by

UnME2, Inc. by



Title:

Matthew A. Brenner, President

Agenda Item:	17.B. Accept donations.
Speaker:	Mr. Arik Avanesyans, Assistant Superintendent, Business Services
Rationale:	<ol style="list-style-type: none"> 1. \$4,900 from Anthony F. Mournian to Olivewood School for sixth grade camp supplies or needs. 2. \$25 from William E. Gordon and Maria Elvira Gordon Trust to Olivewood School for sixth grade camp supplies or needs. 3. \$25 from Leah L. Maness and Karen L. Maness to Olivewood School for sixth grade camp supplies or needs.
Quick Summary / Abstract:	<ul style="list-style-type: none"> • Anthony F. Mournian is a community member with an interest in supporting local youth. • William E. Gordon & Maria Elvira Gordon Trust is a community partner with an interest in supporting local youth. • Leah L. Maness and Karen L. Maness are community members with an interest in supporting local youth.
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: **18. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **19. ADJOURNMENT**