



Governing Board Agenda

April 14, 2021

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 Clerk

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 President

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 Member

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 in order 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

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

<https://meet.google.com/dqc-wgpu-vbx>

To listen to the meeting, please call (US) +1 407-440-1771 PIN: 149 406 124#

(long distance charges may apply)

National School District employees can also use the live stream link to view the meeting:

<https://stream.meet.google.com/stream/ee40cb6a-1f7e-4aac-92b2-2a7b90e4f2b9>

(If you are having trouble with any of the above links, please try copying and pasting the links to the address bar in your browser.)

Wednesday, April 14, 2021

Open Session -- 6:00 p.m.

NOTICE

This meeting will be conducted in accordance with Governor Newsom's Executive Order 28-20 relating to the COVID-19 pandemic. Due to applicable Public Health Orders issued by the County Health Officer, the National School District will not be open to the public.

AGENDA

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

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Such matter(s) are 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. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. INFORMATION

4.A. Closed Session action from the March 24, 2021 Special Board Meeting.

5. PUBLIC COMMUNICATIONS

Maria Dalla,
Board President

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board’s subject matter jurisdiction. If you wish to address the Board, please submit a “Request for Oral Communications” form in the link provided below:

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6. AGENDA

6.A. Accept Agenda.

Maria Dalla,
Board President

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Maria Dalla,
Board President

All items listed under the Consent Calendar 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 Calendar. All items approved by the Board will be deemed as considered in full and adopted as recommended.

7.A. Minutes

7.A.I. Approve the minutes of the Regular Board Meeting held on March 10, 2021.

Dr. Leighangela
Brady, Superintendent

7.A.II. Approve the minutes of the Special Board Meeting held on March 24, 2021.

Dr. Leighangela
Brady, Superintendent

7.B. Administration

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

Dr. Leighangela
Brady, Superintendent

7.C. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

7.D. Educational Services

7.D.I. Approve contract #CT3808 with Functional Integrated Therapeutic Services to provide an Independent Educational Evaluation (IEE) for student #3711425.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

7.D.II. Approve contract #CT3809 with El Paseo Children’s Center to provide an Independent Educational Evaluation (IEE) for student #3711425.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

7.E. Business Services

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

Dr. Leighangela
Brady, Superintendent

8. GENERAL FUNCTIONS

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

Dr. Leighangela
Brady, Superintendent

9. EDUCATIONAL SERVICES

9.A. Report on Integrity Charter School renewal petition. (Exhibit B)

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

- 9.B.** Approve participation in NCPromise Neighborhood Grant.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services
- 9.C.** Accept Title I District Parent and Family Engagement Policy for the National School District (NSD).

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services
- 9.D.** Approve the purchase of a digital subscription for Panorama Education For all National School District (NSD) sites from April 2021 through June 2022.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services
- 9.E.** Amend contract #CT3756 between the National School District (NSD) Governing Board and Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2020-2021.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services
- 9.F.** Amend the financial impact for contract #CT3767 with SWING Education to provide substitute and tutoring services for the 2020-2021 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services
- 9.G.** Approve contract #CT3806 with Blindspot Collective to provide services for Lincoln Acres School for the 2020-2021 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services
- 9.H.** Approve contract #CT3811 with San Diego Guild of Puppetry to provide a seven week online puppet theater residency for Palmer Way School for the 2020-2021 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services
- 9.I.** Approve contracts #CT3813 through #CT3818 with the San Diego County Superintendent of Schools Office of Education to provide Outdoor Education's Virtually Camp Cuyamaca: An Outdoor School Experience for sixth grade students in the National School District (NSD) during May-June 2021.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

10. HUMAN RESOURCES

- 10.A.** Adopt the 2021-2022 school year work calendar.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources
- 10.B.** Approve new Employment Agreement with Arik Avanesyans, Assistant Superintendent of Business Services.

Dr. Leighangela
Brady, Superintendent

10.C. Approve contract #CT3822 with the Trustees of the California State University on behalf of San Diego State University and National School District (NSD) from April 15, 2021-June 30, 2025 for Student Teaching Practices.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. BUSINESS SERVICES

11.A. Award contract #CT3820 for Bid #20-21-195 to ACCI Roofing Services for Roofing Repair and Replacement on Modular Buildings.

Dr. Leighangela
Brady, Superintendent

11.B. Award contract #CT3821 for Bid #20-21-196 to Jackson & Blanc for Heating, ventilation, and air conditioning (HVAC) Replacement on Modular Buildings.

Dr. Leighangela
Brady, Superintendent

11.C. Accept gifts.

Dr. Leighangela
Brady, Superintendent

12. BOARD WORKSHOP

12.A. Review and discuss suggested revisions and updates to Board Policies, Administrative Regulations and Exhibits. (Exhibit C)

Maria Dalla,
Board President

13. BOARD/CABINET COMMUNICATIONS

14. ADJOURNMENT

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

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

Agenda Item: **3. ROLL CALL**

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

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

Agenda Item: **4. INFORMATION**

Agenda Item: **4.A. Closed Session action from the March 24, 2021 Special Board Meeting.**

Quick Summary / Abstract: On March 24, 2021, the National School District Governing Board voted unanimously to approve Mr. Arik Avanesyans as the new Assistant Superintendent of Business Services in the National School District.

Agenda Item: **5. PUBLIC COMMUNICATIONS**

Speaker: Maria Dalla, Board President

Quick Summary / Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

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Agenda Item: **6. AGENDA**

Agenda Item: **6.A. Accept Agenda.**

Speaker: Maria Dalla, Board President

Recommended
Motion: Accept Agenda

Agenda Item: **7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Speaker: Maria Dalla, Board President

Quick Summary / Abstract: All items listed under the Consent Calendar 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 Calendar. All items approved by the Board will be deemed as considered in full and adopted as recommended.

Recommended Motion: Approve Consent Calendar

Agenda Item: **7.A. Minutes**

Agenda Item: **7.A.I. Approve the minutes of the Regular Board Meeting held on March 10, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
3/10/21- Board Minutes

NATIONAL SCHOOL DISTRICT Minutes of the Regular Meeting GOVERNING BOARD

March 10, 2021

6:00 PM

https://drive.google.com/drive/folders/130-edNZH96xnkx3yZk7qK10r_pMSzHyv

1. CALL TO ORDER

Board President, Maria Dalla, called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

Board President, Maria Dalla, led the Pledge of Allegiance.

3. ROLL CALL

Attendance taken at 6:02 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

4. PRESENTATIONS

4.A. Presentation of National School District School Counseling Program.

National School District counselors shared highlights of the counseling programs focusing on the social emotional development of students during distance learning.

5. PUBLIC COMMUNICATIONS

None.

6. AGENDA

6.A. Accept Agenda.

Per staff request, agenda item 11.A was pulled and will be brought forth at a future meeting.

Motion Passed: Acceptance of the Agenda, excluding agenda item 11.A, passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of the Consent Calendar passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

7.A. Minutes

7.A.I. Approve the minutes of the Regular Board Meeting held on February 24, 2021.

7.B. Administration

7.B.I. Adopt Resolution #20-21.38 declaring the month of April 2021 as Public Schools Month.

7.C. Human Resources

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

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

7.D. Educational Services

7.D.I. Adopt Resolution #20-21.39 declaring the week of April 12 through April 16, 2021 as the "Week of the Young Child."

7.E. Business Services

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

7.E.II. Approve contract #CT3804 with City Heights Music School at John Otis School.

7.F. Approve Memorandum of Understanding (MOU) contract #CT3803 with Handle with Care to provide Notification of Exposure to Trauma Services for the National School District during the 2020-2021 school year.

8. GENERAL FUNCTIONS

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

Dr. Brady led a discussion detailing how the District is navigating the COVID-19 pandemic. Based on the agreement between the Governor and Legislature, she requested input for setting a reopening date. This discussion also included case rates in San Diego county and National City, timeline for educators, on-site COVID-19 testing options, reopening target dates, and vaccination efforts. Due to the current daily COVID-19 case rates in National City, the Governing Board decided it too soon to predict a target date for safe reopening.

8.B. Cast vote for 2021 California School Boards Association (CSBA) Delegate Assembly election.

Board vote results for up to seven (7) candidates are as follows:

1. Leslie Bunker- Chula Vista ESD
2. Andrew Hayes- Lakeside Union SD
3. Melissa Krogh- Warner USD USD
4. Dawn Perfect- Ramona USD
5. Barbara Ryan- Santee SD
6. Katrina Young- San Dieguito Union High SD
7. Maria Betancourt-Castañeda- National SD

8.C. Approve updated Governance Handbook (Exhibit B).

Motion Passed: Following discussion, approval of updated Governance Handbook, with revisions, passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

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

9. POLICIES, REGULATIONS, BYLAWS

9.A. First reading of Board Policies and Administrative Regulations from California School Boards Association updates (Exhibit C).

10. EDUCATIONAL SERVICES

10.A. Approve the final 2020-2021 School Plan for Student Achievement for each National School District elementary school (Exhibit D).

Motion Passed: Approval of the final 2020-2021 School Plan for Student Achievement passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

10.B. Approve contract #CT3802 with Catherine Dolores Maynard to provide Virtual Performing Arts Services for Las Palmas Elementary School for the year 2020-2021 school year.

Motion Passed: Approval of contract #CT3802 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

11. HUMAN RESOURCES

11.A. Adopt the school year work calendar for the 2021-2022.

Per staff request, this item was pulled and will be brought forth at a future meeting.

12. BUSINESS SERVICES

12.A. Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2021 (Exhibit E).

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

The Governing Board nominated Ms. Gates and Ms. Lizarraga as part of the Budget Reduction Task Force, both accepted.

12.B. Approve National School District Audit Report and its findings for the 2019-2020 fiscal year (Exhibit F).

Motion Passed: Following discussion, approval of the National School District Audit Report and its findings passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13. BOARD/CABINET COMMUNICATIONS

Ms. Betancourt-Castañeda thanked everyone for everything they have done during the pandemic. She welcomed Ms. Gomez back and thanked Ms. Ceseña for her support. She reiterated her thanks to the counselors for their dedication and support for the students and their families during these difficult times. She thanked the presenters and wished her youngest son a happy fifteenth birthday. She wished everyone a good night.

Ms. Gates thanked the counselors for their support of students and families during this time. She also thanked the administrative team for the regular and very detailed COVID-19 information provided to the Governing Board and for continuing to ensure they are as informed as they can be so they can make the best decisions possible for students. She also thanked the Fire Department for their continued care of the community making COVID-19 vaccines available. She wished her daughter a happy birthday and she wished everyone a good night.

Ms. Lizarraga thanked the presenters and had a special shout out for counselors, thanking them for the support provided to students and families. She shared her personal experience and reiterated the positive impacts of interventions . She expressed she is confident that the Budget Reduction Taskforce will address the deficit. She had a special shout out to the Principals, especially Mr. Vine and Dr. Segura, for facilitating parent meetings via Google Meet.

Ms. Sarmiento shared she is gratified with the beginning of the vaccination process and excited for the hope. She complimented Ms. Gates and Ms. Lizarraga on their admirable job in the Governance Team and expressed how impressed she is by them. She shared her input and suggestions on documents presented and commented on documents delivered to her home for presentation purposes only.

Dr. Hernandez thanked the counselors for always going above and beyond for schools, students, and families. She wished everyone a good night.

Dr. Kraft thanked the counselors and Ms. Janna Piper, Director of Student Support Services, for their presentation and support provided to students, families, and staff. She had a special shout out to everyone for their efforts to turn this situation into a positive and for continuing to do the best for students. She wished everyone a good night.

Dr. Brady thanked the counselors on a great presentation and support. She expressed that even though we do not have a date for reopening, she is amazed at how far classrooms have come during distance learning, she is confident students will continue to learn. She wished happy birthdays to Ms. Gates' and Ms. Betancourt-Castañeda's children and wished everyone a happy St. Patrick's Day.

Ms. Dalla wished happy birthdays to Ms. Gates and Ms. Betancourt-Castañeda's children. She welcomed Ms. Gomez back and thanked Ms. Ceseña for her support. She thanked Ms. Erina Cowart, Director of Finance, and all other presenters for the information provided. She shared a personal message to the Governance Team Trustees, regarding respect during the meetings. She wished everyone to keep safe and to have a good night.

14. ADJOURNMENT

Board President, Maria Dalla, adjourned the meeting at 9:35 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **7.A.II. Approve the minutes of the Special Board Meeting held on March 24, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:

3/24/21- Special Board Minutes

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

March 24, 2021
4:30 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Maria Dalla called the meeting to order at 4:34 p.m.

2. PLEDGE OF ALLEGIANCE

Board President, Maria Dalla, led the Pledge of Allegiance.

3. ROLL CALL

Attendance taken at 4:35 p.m.:

Present:

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

Board President, Maria Dalla took roll call.

4. PUBLIC COMMUNICATIONS

None

5. ADJOURN TO CLOSED SESSION

6. CLOSED SESSION-4:30 P.M.

Closed session was held from 4:35 p.m. to 6:36 p.m.

In closed session, the Governing Board voted unanimously to approve Mr. Arik Avanesyans as the new Assistant Superintendent of Business Services.

7. ADJOURNMENT

Closed session was adjourned at 6:36 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **7.B. Administration**

Agenda Item: **7.B.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 2021, 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, 2021 to March 31, 2021

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: **7.C. Human Resources**

Agenda Item: **7.C.I. Ratify/approve recommended actions in personnel activity list.**

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

**CERTIFICATED STAFF RECOMMENDATIONS
April 14, 2021**

<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

SPECIAL EDUCATION SUMMER INTERSESSION AT CENTRAL SCHOOL 2021

1. Elizabeth Austin	Interession SDC Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
2. Matthew Bandy	Interession RSP Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
3. Latisha Cervantes	Interession SDC School Psychologist	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
4. Janette Garcia	Interession SDC Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
5. Teresa Groff-Carmona	Interession SDC Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
6. Sandra Hollis	Interession SDC Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
7. Terrie Logan	Interession Speech Language Pathologist	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
8. Jessie Nord	Interession SDC Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
9. Daniel Okada	Interession SDC Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
10. Leon Osteyee	Interession Adapted Physical Education Specialist	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
11. Heather Potter	Interession SDC Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
12. Ravyn Reid	Interession Speech Language Pathologist	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
13. Julia Romero	Interession Speech Language Pathologist	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
14. Erik Vinland	Interession SDC Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds

15. Lisa Yegin	Intersession SDC Teacher	June 14, 2021 to July 2, 2021	90% of daily rate x hours worked divided by 6.58	Categorical Funds
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Release of Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

16. Joanna Hartley	Teacher John Otis School	2021-2022 school year	Unpaid leave of absence	
17. Celeste Padilla	Teacher Las Palmas School	2021-2022 school year	Unpaid leave of absence	
18. Megan Padilla	Teacher Kimball School	2021-2022 school year	Unpaid leave of absence	

CLASSIFIED STAFF RECOMMENDATIONS

April 14, 2021

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

19. Alfonso Aguilar	Instructional Assistant Health Care 3.25 hours per day 210 days per year Central School	April 16, 2021	Range 18, Step 1	General Fund
20. Lissandra Castillo	Instructional Assistant Health Care 3.25 hours per day 210 days per year Palmer Way School	April 16, 2021	Range 18, Step 1	General Fund
21. Elisa Gonzales	Instructional Assistant Health Care 3.25 hours per day 210 days per year Palmer Way School	April 16, 2021	Range 18, Step 1	General Fund
22. Melissa Laguatan	Instructional Assistant Health Care 3.25 hours per day 210 days per year Kimball School	April 16, 2021	Range 18, Step 1	General Fund

23. Maria Ornelas	Instructional Assistant Health Care 3.25 hours per day 210 days per year Las Palmas School	April 16, 2021	Range 18, Step 1	General Fund
24. Claudia Santa Cruz	Instructional Assistant Health Care 3.25 hours per day 210 days per year Central School	April 16, 2021	Range 18, Step 1	General Fund

Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

25. Jacqueline Olea	From Office Technician-School Rancho de la Nación to Administrative Assistant-School 8 hours per day 223 days per year Lincoln Acres School	April 15, 2021	Range 25, Step 1	General Fund
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Leave of Absence

26. Anna Acosta	Transportation Student Attendant Transportation Department	April 5, 2021 to June 9, 2021	Unpaid leave of absence	
27. Domanic Guido	Child Nutrition Services Assistant	April 5, 2021 to June 9, 2021	Unpaid leave of absence	

Agenda Item: **7.D. Educational Services**

Agenda Item: **7.D.I. Approve contract #CT3808 with Functional Integrated Therapeutic Services to provide an Independent Educational Evaluation (IEE) for student #3711425.**

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

Quick Summary / Abstract: Approval of contract #CT3808 will allow student #3711425 to receive an Independent Education Evaluation in the area of occupational therapy.

The terms of the contract are from April 15, 2021 to April 14, 2022.

Comments: Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an independent educational evaluation [34 C.F.R §300.502(a)(2),(a)(1)].

An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i). An IEE may include evaluation of skills related to a child's educational needs including occupational therapy.

The student's Individualized Education Program (IEP) team, which includes the parents and appropriate school district personnel, will consider the IEE, along with the school based educational assessments, in making decisions regarding the child's educational needs.

Financial Impact: Contract cost: Not to exceed \$370
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund - Special Education

Attachments:
CT3808

[01 - 00] - [6500 - 000] - [5001] - [1190] - [5800 - 000] - [022]
Fund Res Goal Function Object Site

Contract No. CT3808

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

Functional Integrated Therapeutic Services 9565 Waples Street Suite 100

Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego,</u>	<u>CA</u>	<u>92121</u>
City	State	Zip Code

hereinafter referred to as "Contractor."

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. Provide an independent educational evaluation for student #3711425 in the area of occupational therapy.

2. Term. Contractor shall commence providing services under this Agreement on April 15, 2021, and will diligently perform as required and complete performance by April 14, 2022.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three hundred and seventy Dollars (\$ 370.00). District shall pay Contractor according to the following terms and conditions: Vendor will invoice district.

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 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 uncopied 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: 9565 Waples St. Suite 100
San Diego, CA 92121
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 15 day of April, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Mark Wilson

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(858) 695-9444

(Area Code) Telephone Number

Agenda Item: **7.D.II. Approve contract #CT3809 with El Paseo Children’s Center to provide an Independent Educational Evaluation (IEE) for student #3711425.**

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

Quick Summary / Abstract: Approval of contract #CT3809 will allow student #3711425 to receive an Independent Education Evaluation in the area of assistive technology.

The terms of the contract are from April 15, 2021 to April 14, 2022.

Comments: Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an independent educational evaluation [34 C.F.R §300.502(a)(2),(a)(1)].

An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i). An IEE may include evaluation of skills related to a child's educational needs including assistive technology.

The student's Individualized Education Program (IEP) team, which includes the parents and appropriate school district personnel, will consider the IEE, along with the school based educational assessments, in making decisions regarding the child’s educational needs.

Financial Impact: Contract cost: Not to exceed \$1,920
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund - Special Education

Attachments:
CT3809

[_____] [_____] [_____] [_____] [_____] [_____]
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: **7.E. Business Services**

Agenda Item: **7.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

Speaker: Dr. Leighangela Brady, Superintendent

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

Attachments:
Exhibit A

Agenda Item: **8. GENERAL FUNCTIONS**

Agenda Item: **8.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

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

Agenda Item: **9. EDUCATIONAL SERVICES**

Agenda Item: **9.A. Report on Integrity Charter School renewal petition. (Exhibit B)**

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

Quick Summary / Abstract: Integrity Charter School is seeking renewal for their charter petition with the National School District.

In adherence with legislation for charter renewal, Integrity has done the following:

- On January 27, 2021, the Board accepted the letter of intent to renew from Integrity.
- At the February 10, 2021, Board meeting, Integrity Charter staff presented information on each of the required elements of their charter petition and noted any substantial changes to the previous approved petition.
- At the February 10, 2021, a public hearing for community input was provided. There was no community input.
- On March 5, 2021, Integrity Charter provided National School District staff a renewal petition draft for review.

National School District staff will provide the Board a report on the Integrity Charter School draft renewal petition. A copy of the renewal has been provided to each Board member to review before the final recommendation is made at the April 28, 2021 Board meeting.

Attachments:
Exhibit B

Agenda Item: **9.B. Approve participation in NCPromise Neighborhood Grant.**

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

Quick Summary / Abstract: National School District has been invited to participate in a National City Promise Neighborhoods grant proposal through the United States Department of Education. The grant aims to improve educational, health, and developmental outcomes for children by building a continuum of solutions centered around great schools and a thriving neighborhood in National City, including:

- Kinder Readiness Strategy
- Research-based, data-driven Academic Interventions for Grades K-12;
- NCPromise will duplicate and expand SBCS' past successes in a comprehensive initiative to inspire all children in the neighborhood to stay in school and aspire to a college education and/or a fulfilling career, implementing a range of age-appropriate strategies that support academic rigor, social inclusion, community revitalization, and trauma-informed healing.
- NCPromise will simultaneously provide parents with resources they need to overcome barriers and support their child's success.

South Bay Community Services (SBCS) is the lead applicant, if awarded, could result in \$29,989,579 over 5 years.

The grant includes \$37,153,031 in local matches from the various partners of which National School District will contribute approximately \$750,000 over 5 years (\$150,000 per year) inclusive of facility use and in-kind services.

Approval of this item is for Board authorization to participate in the application process only. It does not commit the District to participating in the grant should the grant be awarded.

Comments: The following are target schools included in the proposal:

- a) Kimball
- b) El Toyon
- c) Lincoln Acres
- d) Rancho de la Nación
- e) National City Middle
- f) Granger Junior High
- g) Sweetwater High

The following are National City partners included in the proposal:

- | | |
|-----------------------------------|--|
| a) ARTS A Reason to Survive | i) San Ysidro Health |
| b) Barrio Logan College Institute | j) Shaphat Outreach |
| c) Olivewood Gardens | k) MAAC |
| d) UCSD Extension | l) City of NC |
| e) PIQE | m) County of San Diego, HHSA |
| f) Manpower | n) National School District |
| g) SANDAG | o) Sweetwater Union High School District |
| h) San Diego Futures Foundation | |

Recommended Motion: Approve participation in NCPromise Neighborhood Grant.

Agenda Item: **9.C. Accept Title I District Parent and Family Engagement Policy for the National School District (NSD).**

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

Quick Summary / Abstract: Acceptance of this item will allow National School District to adhere to the requirements set forth by Title I, Part A parent engagement requirements.

In accordance with Every Student Succeeds Act (ESSA) Section 1116, PARENT AND FAMILY ENGAGEMENT, Districts that receive funds for the parent engagement section of Title I Part A shall develop jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy.

Comments: The family and engagement policy shall be incorporated to:

- a) Involve parent and family members for joint development of the Local Education Agency (LEA) plan under ESSA Section 1112;
- b) Provide necessary support to assist and build the capacity of all participating schools with the LEA in planning and implementing effective parent and family involvement activities;
- c) Coordinate and integrate parent and family engagement strategies;
- d) Conduct an annual evaluation of the parent and family engagement policy;
- e) Use the findings of such evaluation to design evidence-based strategies for more effective parental involvement;
- f) Involve parents in the activities of the schools served with Title I, Part A funds, to include a parent advisory board to adequately represent the LEA for the purposes of developing, revising and reviewing the parent and family engagement policy.

Recommended Motion: Accept Title I District Parent and Family Engagement Policy for the National School District (NSD).

Attachments:
Parent and Family Engagement Policy

Title I, Part A LEA Parent and Family Engagement Policy

National School District (NSD), with parents and family members, has jointly developed, mutually agreed upon, and distributed to, parents and family members of participating children a written Local Educational Agency (LEA) Parent and Family Engagement Policy.

Describe how parents and family members are involved in the development of the Title I, Part A Parent and Family Engagement Policy (ESSA Section 1116[a][2]):

Input for the development of the policy was gathered through parent/guardian surveys, the Learning Continuity and Attendance (LCP) Community Forums, school site parent meetings, and District English Learner Advisory Committee meetings (DELAC). The plan was reviewed and refined with input from the District and Parent Advisory Committee (DPAC), DELAC, and Title 1 School Site Councils.

Describe how parents and family members will be involved in the development of the LEA Plan and support and improvement plans under ESSA Section 1111(d)(1-2) (ESSA Section 1116[a][2][A]):

NSD schedules community forums and conducts parent surveys to gather input/feedback about what is working and areas that may need improvement to inform the Local Control Accountability Plan (LCAP), the LCAP Federal Addendum, including school and District goals and actions. Additionally, stakeholder input/feedback is gathered at school site meetings as well as District and school advisory committee meetings. The information gathered is used to provide feedback and input for the District's LCAP, the LCAP Federal Addendum, and the sites' School Plan for Student Achievement (SPSA).

Describe how the LEA provides the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the LEA in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, and how this may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education (ESSA Section 1116[a][2][B]):

District staff work collaboratively with site administrators to plan and implement parent and family engagement activities. Site principals collaborate together to plan and coordinate activities and best practices. Examples of site level activities include coffee with the principal, literacy/math nights, parent information nights, workshops, and family events. Activities for each site are described in the school's Parent and Family

Engagement Policy, school-parent compact, and are included in the School Plan for Student Achievement.

The District Resource Teacher for Parent Engagement works collaboratively with site administrators to plan and implement parent and family engagement activities in both English and Spanish. The District Resource Teacher (DRT) plans and coordinates activities for all NSD families. Activities include parent presentations on a variety of topics throughout the school year, Family Leadership Institute - Parent Academy, NSD Annual Parent Summit, NSD Annual 5K and Resource Fair, and coordinates a variety of parent presentations/workshops and events with outside community partners. The DRT also provides a monthly Family Empowerment Newsletter for all NSD families with recommendations/tips to implement at home to improve student academic achievement and school performance. Since the school closures, the DRT created and continuously updates the Family Empowerment websites for NSD families in English and Spanish. The websites include academic resources, parent classes/workshops, information regarding family wellness, and additional community resources.

Describe how the LEA coordinates or integrates parent and family engagement strategies with other relevant Federal, State, local laws, and programs (ESSA Section 1116[a][2][C]):

NSD coordinates and integrates Title I, Part A parent and family engagement strategies including State Preschool, English Learners and Special Education to the extent feasible and appropriate, with other relevant Federal, State, and local laws and programs. NSD provides integrated and coordinated workshops, partnerships and parent meetings to ensure access to effective support for students' academic achievement, which meets the needs of multiple programs.

Describe how the LEA will conduct, with meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this policy on improving academic quality of all schools served under Title I, Part A (ESSA Section 1116[a][2][D]):

Barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background):

NSD annually gathers input and feedback from stakeholders through the LCAP community forums, LCAP parent surveys, Learning Continuity and Attendance Plan Community Forum, as well as site and District advisory committees to evaluate the effectiveness of the Parent and Family Engagement Policy. Barriers are identified

through this process and actions put into place to address the needs of families and ensuring information is provided in a language and format easily understood by families.

Describe how the LEA includes the following in the annual evaluation of the Title I, Part A Parent and Family Engagement Policy: identify barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background); identify the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and identify strategies to support successful school and family interactions (ESSA Section 1116[a][2][D][i-iii]):

Meetings, workshops, presentations, and information is provided to families to support them with strategies to engage with the school. Meetings, presentations, workshops, and information is provided in a language and format easily understood by families. Some strategies presented through these include, how to support their child specifically with reading and math, how to communicate efficiently at home, how to communicate/contact their child's teacher, school principal, school office staff, and assistance with completing school forms in a language and format easily understood by families.

Each school develops a site Parent and Family Engagement Policy and school-parent compact designed to meet the needs of their families. Schools host back to school nights, family information nights, such as math or literacy nights, STEAM/Science fairs, informal meetings with the principal, PTA events including school staff such as book fairs, dances, festivals, fundraisers and many other opportunities for families to engage with the staff. The compact describes how families and school staff share the responsibility for improving student achievement and how the school and families will collaborate to assist students achieve the state academic standards.

Describe how the LEA will use the findings of such evaluation ESSA Section 1116(a)(2)(D)(i-iii) to design evidence based strategies for more effective parental involvement and to revise, if necessary, the Parent and Family Engagement Policy (ESSA Section 1116[a][2][E]):

The results of the evaluation from the sites are used to design evidenced-based strategies to improve family engagement, and revise the Parent and Family Engagement Policy, as needed. The policy is put into practice through the leadership of the DRT and collaboration/coordination with each site administrator.

Describe how the LEA involves parents in the activities of the schools served under Title I, Part A, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the LEA to adequately represent the needs of the population served by the LEA for the

purposes of developing, revising, and reviewing the Parent and Family Engagement Policy (ESSA Section 1116[a][2][F]):

NSD District leadership coordinates guidance and support so that each school can designate parent/family members to serve on DPAC. DPAC reviews a variety of data sources and provides input and feedback using this information to develop, revise and review the Parent and Family Engagement Policy.

NSD uses activities such as the following as appropriate and consistent with the Parent and Family Engagement Policy, including:

- 1) LCAP Town Halls and Parent Surveys
- 2) District Leadership Committees: DPAC, DELAC, PTA Officers Roundtable
- 3) School Site Parent Leadership Committees: School Site Council, ELAC, PTA Meetings

NSD's Title I, Part A LEA Parent and Family Engagement Policy was developed jointly and agreed on with parents and family members of children participating in Title I, Part A programs on October 16, 2020; November 13, 2020; and, December 9, 2020 . The LEA will distribute, in English and Spanish, the policy to all parents and family members of participating Title I, Part A students annually in the "Annual Notification" booklet all parents receive and must acknowledge receipt of during the registration and/or re-registration process at the beginning of the school year as well as the policy will be included during the annual Title I site meetings.

Signature page

Sharmila Kraft, Ed.D., Assistant Superintendent/Educational Services

Name and Title of Authorized Official



Signature of Authorized Official

April 9, 2021

Date

California Department of Education
April 2020

Agenda Item: **9.D. Approve the purchase of a digital subscription for Panorama Education for all National School District (NSD) sites from April 2021 through June 2022.**

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

Quick Summary / Abstract: Approval of this contract will provide licenses for certificated staff to support student academic and Social-Emotional Learning (SEL) growth and achievement. Panorama will sync 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 SEL data in one place. The “new” normal post pandemic will require us to set up a system to meet a greater breadth of needs for students than ever before and allow teachers to focus on instruction. Panorama’s dashboard will help National School District (NSD) to refine, fortify, and deliver supports when we return to our “new” normal.

This purchase will be over the \$10,000 threshold, therefore it is being brought forward to the Board for approval to initiate the purchase order.

Comments: The digital set-up will take place virtually prior to the start of the new school year. This will allow all participating educators to begin analyzing district, site, grade level, and individual student data at the beginning of the 2021-2022 school year and immediately develop personalized action plans for all students based on need.

Recommended Motion: Approve the purchase of a digital subscription for Panorama Education for all National School District (NSD) sites from April 2021 through June 2022.

Financial Impact: Subscription cost: \$45,500
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund - Governors Emergency Education Relief (GEER)

Attachments:
Panorama Education Quote



Agenda Item: **9.E. Amend contract #CT3756 between the National School District (NSD) Governing Board and Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2020-2021.**

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

Quick Summary / Abstract: The initial federal Head Start Services Agreement with The Neighborhood House Association #CT3756 for serving 168 eligible children during the 2020-2021 school year for preschool services, individual home base services, health services, student support services, and family social service support was approved at the July 8, 2020 National School District (NSD) Board meeting.

Approval of this item will allow National School District (NSD) to receive additional revenue from the original \$1,175,167 to \$1,387,670, an increase of \$212,503.

These additional revenues are provided to account for Cost of Living Adjustment (COLA) for National School District's Head Start program, Quality Improvement program activities, and COVID-19 funds for costs incurred from July 1, 2020 in response to the public health emergency.

Recommended Motion: Amend contract #CT3756 between the National School District (NSD) Governing Board and Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2020-2021.

Financial Impact: Contract revenue: \$212,503

Attachments:
CT3756

Chairperson
Tyrone Matthews, Esq.



President and CEO
Rudolph A. Johnson, III

The Neighborhood House Association

AMENDMENT # 1 Contract # 20-007012-HS

This Amendment is entered into effective January 26, 2021, by and between The Neighborhood House Association, a California non-profit public benefit corporation (“NHA”) and National School District (“NATIONAL SCHOOL DISTRICT” or “NSD”), a California school district with primary offices located at 1500 “N” Avenue, National City, CA 91950. NHA and NATIONAL SCHOOL DISTRICT are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into Head Start Services Agreement #20-007012-HS, effective July 1, 2020 (the “Agreement”), to establish a collaborative working relationship to provide Head Start services, including comprehensive health and social services, to eligible children and their families;

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

WHEREAS, During Fiscal Year 2019 – 2020, NHA applied for and was awarded additional funding by the Department of Health and Human Services Office of Head Start to be used for costs incurred in response to the coronavirus disease 2019 (COVID-19) public health emergency;

WHEREAS, NHA submitted a request to the Office of Head Start to carry over COVID-19 Funds that were unexpended in Fiscal Year 2019-2020 to Fiscal Year 2020-2021, and the Office of Head Start approved;

WHEREAS, NHA will grant funds to be used as COLA and QI, and carryover funds to be used in the response to COVID-19 to NSD;

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

- I. The maximum reimbursable amount referenced in EXHIBIT “E,” – Payment and Budget, shall increase by two hundred twelve thousand five hundred and three dollars (\$212,503.00). Accordingly, Exhibit E is hereby amended by deleting the existing Exhibit E in its entirety and replacing it with the new Exhibit E, attached hereto.

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

[SIGNATURE PAGE FOLLOWS]

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

National School District

The Neighborhood House Association

By _____
Leighangela Brady, Ed.D
Superintendent

By _____
Rudolph A. Johnson, III
President and CEO

Approved as to form and legality:

By _____
Dwight D. Smith
General Manager, General Counsel
The Neighborhood House Association

EXHIBIT “E” – PAYMENT & BUDGET

For Services performed by NSD pursuant to this Agreement, NHA agrees to reimburse NSD in an amount not to exceed One Million Three Hundred Eighty-Seven Thousand Six Hundred Seventy Dollars (\$1,387,670.00), as follows:

A) Head Start Center Based Option:

134 Funded Enrollment = \$1,106,833

B) Head Start Combination Option:

34 Funded Enrollment = \$280,837

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

- 1) NSD shall apply Twenty-Three Thousand Five Hundred and Three Dollars (\$23,503.00) of the maximum funds to Cost of Living Adjustment (COLA) increases. COLA funds are subject to Sections 640(j) and 653 of the Head Start Act.
- 2) NSD shall apply Forty-Two Thousand Dollars (\$42,000.00) of the maximum funds to Quality Improvement (QI) program activities. QI funds shall be used in accordance with Head Start Program Instruction ACF-PI-HS-20-02.
- 3) NSD shall apply One Hundred Forty-Seven Thousand Dollars (\$147,000.00) of the total funds towards the prevention, preparation, and response to coronavirus disease 2019 (COVID-19). COVID-19 funds can be used for costs incurred from July 1, 2020 in response to the public health emergency. COVID-19 funds are subject to the requirements as set forth in 45 CFR Part 87 and HHS regulations codified at 45 CFR Chapter XIII, Parts 1301, 1302, 1303, 1304 and 1305.

D) Between January 1, 2021 and January 31, 2021, NHA will review NSD’s monthly enrollment for the previous months and determine whether the maximum funded enrollment will be amended. If amended, the reimbursable amount for each program option will be adjusted by \$8,259.94 per Funded Enrollment.

Agenda Item: **9.F. Amend the financial impact for contract #CT3767 with SWING Education to provide substitute and tutoring services for the 2020-2021 school year.**

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

Quick Summary / Abstract: Swing Education contracts with school districts to fill absences by providing substitutes.

At the September 9, 2020 meeting, the Governing Board approved contract #CT3767 with Swing Education for costs not to exceed \$400,000.00 (rate of \$198.77 per substitute / rate of \$278.00 long-term substitute). This approval has been exhausted.

Approval of this amendment will allow National School District to continue to use #CT3767 for substitute and tutoring services for an additional amount not to exceed \$150,000.

Comments: Contracting with Swing Education will allow us to continue to pay for substitutes for professional development opportunities for teachers to support student achievement and provide tutoring services to students with instructional support onsite and through distance learning.

Recommended Motion: Amend the financial impact for contract #CT3767 with SWING Education to provide substitute and tutoring services for the 2020-2021 school year.

Financial Impact: Amendment cost: Not to exceed \$150,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund - Governors Emergency Education Relief (GEER)

Attachments:
CT3767



Swing Education Platform & Services Agreement - Tutoring & Instructional Support

This **Platform & Services Agreement** (“Agreement”) is entered into on September 10, 2020 by and between Swing Education, Inc. (“Swing Education,” “we” or “us”) and the School(s) listed on the signature page (“School” or “you”). Swing Education agrees to provide you with access to the Swing Education Platform & Services (“Platform”), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals (“SwingSubs”) on the Swing Education website at www.swingeducation.com (“Website”), including for you to provide instructional support for Social Emotional Learning, English Learner, and Special Education.

The pricing information in this Agreement will apply for all SwingSubs starting August 1, 2020. This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though the SwingSubs are not party to this Agreement) when that SwingSub is enrolled on Swing Education’s payroll. Before such enrollment, the most recent Agreement signed by School and Swing Education will apply to such obligations and relationships, but will apply not to pricing, which will be controlled by this Agreement.

1. Services. Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post requests for SwingSub on the Platform, track and manage those requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California**
 - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub requests where a permit or credential is or is not required.
 - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill requests on the Platform. Swing Education does this by reviewing the results of the individual’s completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub’s status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling requests on the Platform if such changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
 - iii. **TB Test.** Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill requests on the Platform (according to this form, www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf).



- iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.
- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if such processes become impossible or impractical to carry out as described.
- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSub, other than that specified below. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Platform for Schools to post requests and for SwingSubs to review and accept those requests.
- (e) **Relationship with SwingSubs.** Swing Education withholds and pays payroll taxes with regard to SwingSub wages but does not exercise any control over their schedules. School issues work requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct feedback and information on the actions and performance of SwingSubs. Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above. The parties believe, and will operate with the understanding that, School is not a co-employer of the SwingSubs.

2. Acceptance of Appendix Terms. By signing this Agreement, you agree to the terms in any Appendix, including Appendix A: Standard Terms. You also agree to the Website Master Terms of Service and Privacy Policy (the “[Website Terms](#)”) available on the Swing Education website at www.swingeducation.com/tc, as well as the Privacy Policy, www.swingeducation.com/privacy.

3. Payments. Payments will be made to Swing Education according to the following:

- (a) **Work Requests & Daily Wage.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education to designate a “Daily Wage” or Wages for the SwingSubs, via the Platform and/or by separate communication with Swing Education, and/or as listed below. The “Half Daily Wage” is 50% of the Daily Rate. The Daily Wage applies to any Day over four (4) and no more than eight (8) hours (“Full Day”) and the Half Wage Rate applies to any Day of four (4) hours or less (“Half Day”). A “Long-Term Request” is a Request that exceeds 21 days. A “Short-Term” Request is a Request up to and including 21 days, and a “Long-Term” Request is a Request that exceeds 21 days. For a Long-Term Request, the minimum Daily Wage is \$200 for a SwingSub with a Teaching Credential and \$171 without a Teaching Credential.
- (b) **Service Fee & Amounts Due.** School will also pay Swing Education a Service Fee, which is a designated surcharge percentage of the Daily Wage. The “Estimated Daily Amount” is based on the Daily Wage or Half Daily Wage, plus the Service Fee, for each Day of the Request. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime or if the



SwingSubs is not given legally-required meal or rest breaks to arrive at “a Daily Adjusted Amount” for each Day of the Request, for which Swing Education will invoice School.

- (c) **Cancellation.** Request(s) accepted by a SwingSub, then canceled outside of 24 hrs of the initial work time, are not subject to any fees. If a Request is canceled less than 24 hrs from the initial work time, then the Amount Due will be subject to the Preliminary Amount Due for the first Day of the Request.
- (d) **Invoicing.** Payment for the services of a SwingSub will be made to Swing Education according to the following. Swing Education charges and invoices, according to one of these options: Option A - Payment Plan, which includes an initial balance and top-up amounts, and Option B - Pay As You Go, as outlined in Exhibit A: Payment Options.
- (e) **Deviations from Request.** While SwingSubs will be instructed to track their actual time worked, School must also inform Swing Education of any Work Deviations (from School’s point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.
- (f) **Invoice Disputes.** School must identify any invoice item Dispute to Swing Education within 14 days of the invoice by e-mailing support@swingeducation.com, in order to Dispute such invoice item. All known facts about the actual time worked shall be used in amending such invoice items.

4. Recruitment & Off-Platform Use. If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder’s fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination with Cause. If School wishes to provide an additional (bonus) wage to a SwingSub not related to a Request, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wage(s). For additional (bonus) wage(s) requested through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional 100% handling fee.

5. Term and Termination. Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.

- (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both parties. Failure to cure the breach after 30 days will allow the aggrieved party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved party.
- (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education



shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

7. Insurance. Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

- (a) Commercial General Liability insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate
- (b) Umbrella Liability insurance of \$2,000,000 Each Occurrence and in the Aggregate
- (c) Workers' Compensation insurance
- (d) Professional (Errors and Omissions) Liability insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of \$2,000,000 per claim
- (e) Sexual Abuse & Molestation insurance of \$1,000,000 per occurrence and \$3,000,000 in the aggregate

8. Limitation of Liability. Swing Education takes its verification responsibilities seriously, including all the verification listed in Section 1. However, our verification responsibilities are limited to the Services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) that party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve month period preceding the date a claim is first asserted.

9. Federal & State Mandated Obligations to SwingSubs Employees/Workers.

- (a) While Swing Education will be the only personnel employer of SwingSubs, not School in any capacity, School determines the schedules of SwingSubs. Therefore, School agrees to comply with federal and state labor laws.
- (b) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training. School will be responsible for all OSHA and other record keeping required by law.



- (c) School agrees to treat SwingSubs in a manner similar to employees with respect to any work situations which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites), including legally required safety and training, with particular attention to situations involving hazards beyond that of an ordinary classroom setting (e.g., science experiments, tools, machines). School shall indemnify and hold harmless Swing Education against any claims by a SwingSub or a third party as a result of School's breach of these obligations, except in case of a workers' compensation claim finding.

10. Third-Parties and Subsidiaries. School understands that Swing Education may use third-parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Michael Teng

Michael Teng
CEO

Date: _____

Email:
mike@swingeducation.com

Address:
700 S. Claremont Street
San Mateo, CA 94402

SCHOOL:

Name:

Title:

Date:

Email:

Address:



Exhibit A: Payment Options

Swing Education charges a Service Fee or Fees set as a percentage of the Daily Wage or Half Daily Wage, according to one of the below options. Swing Education will invoice school on a periodic basis, no less than once a month.

Option A - Payment Plan. Under Option A, upon execution of this contract, Swing Education will Invoice the School a Top-Up Amount of \$0, or in the alternative, the Top-Up Amount defined in the Pilot Program (if offered), which the School will pay within 30 days. The Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as Requests are rendered. Once the School's Account Balance drops below the Minimum Balance of \$0, Swing Education will invoice the Top-Up Amount again. Under Option A, Swing Education will charge a 39% Service Fee for a Short-Term Request, and a 39% Service Fee for a Long-Term Request. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly. Swing Education reserves the right to change the Top-Amount based on running School usage, i.e., to approximately the dollar amount represented by the previous three months of active School usage (i.e., not including extended holidays). If the amount invoiced for an invoice period exceeds the Top-Up Amount or brings the Account Balance below zero, Swing Education can invoice School for the excess amount and/or the amount below zero, in addition to the Top-Up Amount.

Option B - Pay As You Go. Under Option B, upon execution of this contract, Swing Education will invoice the School for Amounts Due on a regular basis. School shall pay all amounts due under each invoice within 30 days of the invoice date. Under Option B, upon execution of this contract, Swing Education will not charge an initial Top-Up Amount. However, if both parties in the future consent to Option A, Swing Education will then invoice the School a Top-Up Amount as described under Option A above. Once the School's Account Balance drops below the Minimum Balance of \$0, Swing Education will invoice the Top-Up Amount again. Under Option B, Swing Education will charge a 44% Service Fee for a Short-Term Request, and a 44% Service Fee for a Long-Term Request. If the Top-Up Amount is not paid within 90 days, Swing Education reserves the right to immediately discontinue all services, or, in the alternative, to automatically switch the School to Option B, both with notice. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly.

Late Payments. Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, with notice (or, in the alternative, switch the School from Option A to Option B, if possible).



Appendix A: Standard Terms

1. FERPA Compliance. The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

- (a) You shall designate your selected SwingSub as an "other school official" under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and
- (b) You shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

2. Dispute Resolution. *Please read this section carefully. It is part of your contract with Swing Education and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

- (a) **Applicability of Arbitration Agreement.** *All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.*
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules")



shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from



submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

- (i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.
- (l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.
- (m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- (n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- (o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

3. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, either at the below or or as designated on the Signature Page.
 - i. Swing Education Address: Michael Teng, CEO, Swing Education, Inc.,
700 S. Claremont Street, San Mateo, CA 94402,
mike@swingeducation.com
 - ii. School Address: See Signature Page
- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



- (d) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (e) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (f) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (g) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (h) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (i) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.
- (j) **Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.
- (k) **Personnel Employer For Wages.** Swing Education shall be the personnel employer (similar to a professional employer organization) of SwingSubs for purposes of wages/payroll taxes and workers' compensation. Swing Education may also, in its discretion, provide health or other benefits to SwingSubs, even if not required by law.

Agenda Item: **9.G. Approve contract #CT3806 with Blindspot Collective to provide services for Lincoln Acres School for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this item will provide Lincoln Acres School access to services provided by Blindspot Collective.

These services will allow fifth grade students to experience an interactive, theater performance called "Safa's Story" that will teach them about anti-bullying strategies and how to be inclusive of all people. Each class will have a virtual interactive performance and follow-up sessions to engage students in reflection and dialogue about the performance focusing on inclusion and diversity.

Each fifth grade student will receive three hours delivered over three days.

The inclusive rate for this program is \$1,275.00. The terms of this contract are from May 12, 2021 to May 14, 2021.

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

Comments: The contract terms include the dates and cost of the services and outlines the types of services provided by Blindspot Collective. The dates of service are May 12, 13, and 14, 2021 and will be delivered virtually via Google Meet.

Recommended Motion: Approve contract #CT3806 with Blindspot Collective to provide Services for Lincoln Acres School for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed to \$1,275
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund - Local Control and Accountability Plan (LCAP)

Attachments:
CT3806

[01 - 0] [0980 - 000] [1110] [1000] [5800 - 100] [600]
Fund Res Goal Function Object School

Contract No. CT3806

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 15 day of April, 2021,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

Blindspot Collective 4171 Mustang Street
Contractor Taxpayer ID Mailing Address

San Diego CA 92111, hereinafter referred to as "Contractor."
City State Zip Code

- Services to be provided by Contractor. Virtual theater assembly titled "Safa's Story"
which addresses diversity and inclusion and two follow-up sessions at
Lincoln Acres (Virtual).
Location
- Term. Contractor shall provide services under this Agreement on
May 12-14, 2021.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered
pursuant to this Agreement a total fee not to exceed One thousand two hundred and seventy five
Dollars (\$ 1275.00). 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:
NA
- 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:
NA

- 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			
Typed or Printed Name	Typed Name			
Title	Social Security or Taxpayer I. D. No.			
Board Approval Date: _____	(Area Code) Telephone Number			

Agenda Item: **9.H. Approve contract #CT3811 with San Diego Guild of Puppetry to provide a seven week online puppet theater residency for Palmer Way School for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this item will provide Palmer Way School access to services provided by San Diego Guild of Puppetry.

The contract terms include a seven week puppet theatre residency for grades second and fifth at Palmer Way School. Seven 30-40 minute sessions of pre-recorded or synchronous instruction will be provided for each class. During the sessions the students will work with the classroom teacher to immerse in community building through discussions around mindfulness, positive student behavior, conflict resolution, and bully prevention.

The program will support the components of PBIS (Positive Behavior Intervention System), and ELA (English Language Arts) and ELD (English Language Development) Standards.

The inclusive (all services and supports) per diem rate for this program is \$1,750. The terms of this contract are from April 19, 2021 to June 2, 2021 (excluding Holidays). All instruction will be provided remotely.

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

Recommended Motion: Approve contract #CT3811 with San Diego Guild of Puppetry to provide a seven week online puppet theater residency for Palmer Way School for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$1,750
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund - Title 1

Attachments:
CT3811

[01 - 00] - [3010 - 100] - [1110] - [1000] - [5800 - 000] - [900]
Fund Res Goal Function Object Site

Contract No. CT3811

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

San Diego Guild of Puppetry

281 East Millan Street

Contractor

Taxpayer ID Number

Mailing Address

Chula Vista

CA

91910

, 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 a 7 week online puppetry theater residency with combined live and pre-recorded sessions for 2nd and 5th grade students.

2. Term. Contractor shall commence providing services under this Agreement on April 19, 2021, and will diligently perform as required and complete performance by June 2, 2021.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One thousand, seven hundred and fifty Dollars (\$ 1,750.00). District shall pay Contractor according to the following terms and conditions: Upon completion of contract performance date. Vendor to invoice district.

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 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 uncopied 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: 281 East Millan St.
 Chula Vista, CA 91910
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 15th day of April, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent



Signature of Authorized Agent

Typed or Printed Name

Lynne W. Jennings, Exec. Director

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

landline: 619-427-8088; cell: 619-987-5345
(Area Code) Telephone Number

Agenda Item: **9.I. Approve contracts #CT3813 through #CT3818 with the San Diego County Superintendent of Schools Office of Education to provide Outdoor Education's Virtually Camp Cuyamaca: An Outdoor School Experience for sixth grade students in the National School District (NSD) during May-June 2021.**

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

Quick Summary / Abstract: Approval of these items will provide students in the National School District access to services provided by the San Diego County Superintendent of Schools Office of Education, Outdoor Education's Virtually Camp Cuyamaca.

The contract terms include synchronous and asynchronous activities that are similar to the types of experiences students would have while attending in person camp. Sixth grade teachers will be present for all virtual activities that students will participate in. The dates will vary by school as each school will select a date in May or June 2021 that is best for their site.

The inclusive per pupil rate for this program is \$45.00. The terms of these contracts are from April 15, 2021 to June 30, 2021.

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

Comments: The virtual camp will take place during a week in May or June 2021 depending on each site's schedule. There are science experiments, videos, virtual activities, and evening events such as a virtual campfire. Virtually Camp Cuyamaca provides all of the materials students will need for the activities along with hosting some of the events. These services will allow sixth grade students to virtually experience outdoor education and activities that would have taken place at Sixth Grade Camp had they been able to attend in person.

Recommended Motion: Approve contracts #CT3813 through #CT3818 with the San Diego County Superintendent of Schools Office of Education to provide Outdoor Education's Virtually Camp Cuyamaca: An Outdoor School Experience for sixth grade students in the National School District (NSD) during May-June 2021.

Financial Impact: Contract cost: Not to exceed:
CT3813-Lincoln Acres: \$3,780
CT3814-Las Palmas: \$3,960
CT3815-Kimball: \$1,980
CT3816-El Toyon: \$3,060
CT3817-John Otis: \$2,970
CT3818-Central: \$3,555
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund - Title 1

Attachments:
CT3813 - CT3818



**AGREEMENT FOR PARTICIPATION AND SERVICES 2020-2021
OUTDOOR EDUCATION PROGRAM**



THIS AGREEMENT is entered into this 15th day of April 2021 by and between the San Diego County Superintendent of Schools, on behalf of its Office of Education, hereinafter called the OFFICE and, CT3813-Lincoln Acres, CT3814-Las Palmas, CT3815-Kimball, CT3816-El Toyon, CT3817-John Otis, CT3818-Central hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program;

NOW, THEREFORE, the parties agree as follows:

I Use and participation of Outdoor Education's Virtually Camp Cuyamaca: An Outdoor School Experience

A. The OFFICE agrees to provide:

- (1) Administration and operation of the virtual outdoor education program.
- (2) Access to the Virtually Camp Cuyamaca Canvas platform.
- (3) A Science kit for each student containing a Virtually Camp Cuyamaca Sport pack, Virtually Camp Cuyamaca Journal, manzanita wood cookie, sandpaper, seeds and soil for native plant project.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "per pupil fee" based on the number of SCHOOL/DISTRICT student's actual participation at any time during each virtual camp program.
- (2) In order to participate in the virtual camp program, each teacher and student participant must have access to an appropriate device that supports and has access to the Canvas platform.
- (3) Payments to OFFICE for all fees under this agreement shall be made as follows:
 - (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
 - (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.
- (4) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (5) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered

against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

- (6) Provide services and/or accommodations as specified in the student’s IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

- A. The term of this agreement shall commence on **April 15, 2021** and will continue through **June 30, 2021**

III. Fees

- A. A Fee of \$45 per student for the spring 2021 virtual program. If your school was scheduled for in-person camp this year, your fee will be \$35 per student. The program will include access to curriculum on Canvas and a science kit that will be delivered to your school.

Virtually Camp Cuyamaca	Per Student	\$45.00
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- B. This agreement may be terminated at any time upon mutual agreement of the parties involved.

Executed by the parties on the dates shown below their respective signatures.

National School District
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Executive Director, Outdoor Education
Title

March 5, 2021

Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

Agenda Item: **10. HUMAN RESOURCES**

Agenda Item: **10.A. Adopt the 2021-2022 school year work calendar.**

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

Quick Summary / Abstract: The District annually negotiates or asks for input on the school year work calendar pursuant to collective bargaining agreements between the Governing Board of National School District (NSD) and California School Employees Association (CSEA) and its Chapter 206 and National City Elementary Teachers Association (NCETA). The 2021-2022 school year calendar reflects collaboration between NSD and the labor unions.

Recommended Motion: Adopt the 2021-2022 school year work calendar.

Attachments:
2021-2022 Work Calendar

National School District School Calendar 2021-2022

Pending Board Approval

DRAFT

2021
July

					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

July 2 Admin Assist & Office Tech Work 1 Day
 July 4 Holiday Independence Day
 July 5 Holiday Independence Day (Observed)
 July 14 Admin Assist & Office Tech Work Return
 July 21 All Staff Return (Certificated and Classified) (10-Month, 11-Month, and CNS)
 July 26 Students Return

August

1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

September

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12	13	14	15	16	17	18	
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26	27	28	29	30			

Sept. 6 Labor Day Holiday
 Sept. 20 - Oct 1 Fall Break

October

				1	2		
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10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

October 4 Staff Return/Professional Growth Day (Non-Student Day and Non-CNS Day)
 October 5 Students and CNS Return
 Oct.15, 18, 19, 20, 22 Parent Teacher Conferences

November

	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

Nov. 11 Holiday Veterans
 Nov. 22 Cesar Chavez Holiday (Observed)
 Nov. 23 Friday Before Easter Holiday (Observed)
 Nov. 24 Admissions Day Holiday (Observed)
 Nov. 25 Thanksgiving Holiday
 Nov. 26 Holiday Friday Following Thanksgiving Day

December

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5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

Dec. 20 - Jan. 7 Winter Break
 Dec. 24 Christmas Eve Holiday
 Dec. 25 Christmas Day Holiday
 Dec. 27 Christmas Day Holiday (Observed)
 Dec. 31 New Year's Eve Holiday

2022
January

						1	
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9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

Jan. 1 New Year's Day Holiday
 Jan. 3 New Year's Day Holiday (Observed)
 Jan. 10 Staff Return/Professional Growth Day (Non-Student Day and Non-CNS Day)
 Jan. 11 Students Return (CNS Return)
 Jan. 17 Martin Luther King Holiday

February

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6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
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27	28						

Feb. 18 Lincoln Holiday (Observed)
 Feb. 21 Washington Holiday (Observed)

March

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13	14	15	16	17	18	19	
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27	28	29	30	31			

March 11, 14, 15, 16, 18 Parent Teacher Conference
 March 21 - April 1 Spring Break

April

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17	18	19	20	21	22	23	
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April 4 Staff and Students Return

May

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May 30 Memorial Day Holiday

June

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June 2 No Minimum Day
 June 8 Last Day for Students and Staff (Minimum)
 June 16 Last Day for Admin Asst. and Office Tech

Final Calendar Verified:

NCETA: _____

Board Approval Date: _____

CSEA: _____

District: _____

No Minimum Day
Admin Assistant and Office Tech
Holidays
Staff Return
Student Return
Break
Parent Teacher Conferences
Last Day

Original Copy for Signature Purposes Only

National School District School Calendar 2021-2022

Pending Board Approval

DRAFT

2021

July

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

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 (10-Month, 11-Month, and CNS)
 July 26 Students Return

August

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

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19	20	21	22	23	24	25
26	27	28	29	30		

Sept. 6 Labor Day Holiday
 Sept. 20 - Oct 1 Fall Break

October

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October 4 Staff Return/Professional Growth Day
 (Non-Student Day and Non-CNS Day)
 October 5 Students and CNS Return
 Oct. 15, 18, 19, 20, 22 Parent Teacher Conferences

November

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Nov. 11 Holiday Veterans
 Nov. 22 Cesar Chavez Holiday (Observed)
 Nov. 23 Friday Before Easter Holiday (Observed)
 Nov. 24 Admissions Day Holiday (Observed)
 Nov. 25 Thanksgiving Holiday
 Nov. 26 Holiday Friday Following Thanksgiving Day

December

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Dec. 20 - Jan. 7 Winter Break
 Dec. 24 Christmas Eve Holiday
 Dec. 25 Christmas Day Holiday
 Dec. 27 Christmas Day Holiday (Observed)
 Dec. 31 New Year's Eve Holiday

2022

January

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jan. 1 New Year's Day Holiday
 Jan. 3 New Year's Day Holiday (Observed)
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 (Non-Student Day and Non-CNS Day)
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 Jan. 17 Martin Luther King Holiday

February

			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28						

Feb. 18 Lincoln Holiday (Observed)
 Feb. 21 Washington Holiday (Observed)

March

			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

March 11, 14, 15, 16, 18 Parent Teacher Conference
 March 21 - April 1 Spring Break

April

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April 4 Staff and Students Return

May

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May 30 Memorial Day Holiday

June

				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

June 2 No Minimum Day
 June 8 Last Day for Students and Staff (Minimum Day)
 June 16 Last Day for Admin Assat. and Office Tech

Final Calendar Verified:

NCETA:

Jenna Sturdy 4/16/21

CSEA:

Mona K. Roberts 4/2/21

District:

Leticia Henry 4/1/21

Board Approval Date:


[Signature]

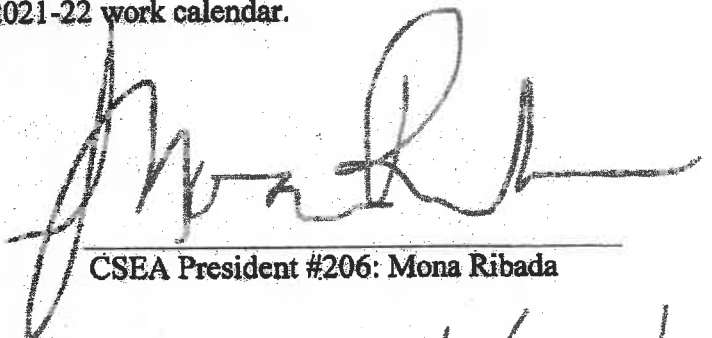



Memorandum of Understanding
Between
California School Employees Association
and its
National Chapter #206 (CSEA)
and
National School District
April 5, 2021

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the National School District (hereinafter, "District") and the California School Employees Association, and its National Chapter #206 (hereinafter, "CSEA") for the 2021-22 school year Classified work calendar.

The District and CSEA agree to the attached 2021-22 work calendar.


District: Dr. Leticia Hernández


CSEA President #206: Mona Ribada


CSEA LRR: Alfredo Alvarez

4/5/21

Agenda Item:	10.B. Approve new Employment Agreement with Arik Avanesyans, Assistant Superintendent of Business Services.
Speaker:	Dr. Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>On March 24, 2021, the National School District Governing Board voted unanimously to approve Mr. Arik Avanesyans as the new Assistant Superintendent of Business Services in the National School District.</p> <p>This item is an approval of a new Employment Agreement with Arik Avanesyans Assistant Superintendent of Business Services, effective May 10, 2021 through June 30, 2024.</p>
Comments:	<p>Mr. Avanesyans started his school business career in the Los Angeles Unified School District as a Senior Financial Manager; and has since held positions as Business Manager, Director of Purchasing, Chief Business Officer, and Assistant Superintendent of Business Services.</p> <p>Mr. Avanesyans recently received his Master of Business Administration degree at Marshall University, and is a Certified Chief Business Official through the California Association of School Business Officials. He earned a Bachelor’s degree from California State University, Los Angeles; and completed his school Business Management Program at the University of Southern California.</p> <p>A copy of the agreement is available in the office of the Superintendent.</p>
Recommended Motion:	Approve new Employment Agreement with Arik Avanesyans, Assistant Superintendent of Business Services.
Financial Impact:	<p>Salary cost: \$176,776</p> <p>Annual cost</p> <p>Unrestricted General Fund</p>

Agenda Item: **10.C. Approve contract #CT3822 with the Trustees of the California State University on behalf of San Diego State University and National School District (NSD) from April 15, 2021-June 30, 2025 for Student Teaching Practices.**

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

Quick Summary / Abstract: National School District (NSD) has had an agreement with San Diego State University for Practice Teaching experience. The University will pay National School District at the Rate and Amount of \$16.67 per quarter unit, and \$25 per semester unit. The District shall provide University students practice teaching experience in schools/classes of the District.

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

Comments: The agreement will renew the continued partnership with San Diego State University and National School District (NSD) to offer practice teaching at National School District schools.

Recommended Motion: Approve contract #CT3822 with the Trustees of the California State University on behalf of San Diego State University and National School District (NSD) from April 15, 2021-June 30, 2025 for Student Teaching Practices.

Financial Impact: Contract revenue: \$16.67 per quarter unit, and \$25 per semester unit

Attachments: CT3822

STUDENT TEACHING AGREEMENT

This agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University", noted below, and the School District, noted below, hereinafter called the "District";

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the University, to provide teaching experience through Practice Teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

SPECIAL PROVISIONS

Now, therefore, it is mutually agreed between the University and the District as follows:

The University and the District are as follows:

SAN DIEGO STATE UNIVERSITY;

NATIONAL SCHOOL DISTRICT of SAN DIEGO COUNTY.

The term of the agreement is from MARCH 3, 2021 to JUNE 30, 2025.

The services to be provided by District to University shall include up to 200 Semester Units of Practice Teaching or ----- Quarter Units of Practice Teaching.

The University shall pay District for such services at the rate and amount of \$16.67 per quarter unit, and \$25.00 per semester unit.

This agreement may be increased by written approval from the University.

GENERAL TERMS

1. The District shall provide University students Practice Teaching experience in schools /classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such Practice Teaching shall be provided in schools/classes of the District, and under the direct supervision and instruction of employees of the District, as the District and University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for Practice Teaching any student of the University assigned to Practice Teach in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to Practice Teach in the District.

"Practice Teach(ing)" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the Practice Teaching is provided.

2. The University will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of Practice Teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of Practice Teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of Practice Teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the University to Practice Teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to Practice Teach in such schools or classes.

The assignment of a student of the University to Practice Teach in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to Practice Teach is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned Practice Teaching shall not be counted as absences in computing the semester units of Practice Teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the University, the District shall submit an invoice to the University for payment, at the rate provided herein, for all units of Practice Teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the University.

5. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

The attached General Provisions, consisting of one (1) page, is incorporated by reference and made a part of this agreement.

**STATE OF CALIFORNIA
Trustees of The California State University**

Michelle Tanner, Buyer III Date

SCHOOL DISTRICT

Signature Date

Name (Please print)

Title (Superintendent or Designee)

School District

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 20____.
(Month, Day)

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the Schools in the School District for practice teaching, be approved; and the District is hereby authorized to execute the same."

District

County

Signature Date
(Clerk or Secretary of the Governing Board of the School District)

Name (Please print)

INTERNAL NOTES:

44001-000-66045-0000-1006-2401-0000 (2020/2021) \$1000.00
44001-000-66045-0000-1006-2401-0000 (2020/2022) \$1000.00
44001-000-66045-0000-1006-2401-0000 (2022/2023) \$1000.00
44001-000-66045-0000-1006-2401-0000 (2023/2024) \$1000.00
44001-000-66045-0000-1006-2401-0000 (2024/2025) \$1000.00

COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA;
COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES / JANET PARK

General Provisions

COVID-19

District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. District is familiar with and informed about the Centers for Disease Control and Prevention (“CDC”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, District will take steps to comply with the modified, changed, or updated guidelines or directives.

If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

Indemnification

The District shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the District and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The District shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The University has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The University has elected to be self-insured for its vehicle liability and Workers’ Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator’s errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, District shall comply with any state or federal law applicable to community-based organization’s performance under this Contract.

Assignments

Without written consent of the CSU, this agreement is not assignable by the District either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this agreement shall be construed as conferring on any party hereto any right to use the other party’s name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

Agenda Item: **11. BUSINESS SERVICES**

Agenda Item: **11.A. Award contract #CT3820 for Bid #20-21-195 to ACCI Roofing Services for Roofing Repair and Replacement on Modular Buildings.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: On April 8, 2020, the Governing Board heard a presentation on the condition of roofs throughout the District. At that time, administration requested that the Board approve repair or replacement of roofs that were the most damaged and or aged in the District.

On November 18, 2020, the Governing Board approved funds to advertise a public bid to contractors for roofing repair and replacement on modular buildings.

This contract will complete the repairs to all relocatable classrooms in National School District (NSD).

Comments: Bids were publicly opened on March 3, 2021. The District received five (5) bids for this project:

Base Bid

- ACCI Roofing Services \$383,120
- A Good Roofer, Inc. \$384,896
- C&I Roofing Company \$448,537
- Commercial Waterproofing Systems \$558,750
- Sylvester Roofing \$695,000

The District requires a minimum of three references for each bidder. All references for the low bidder were checked.

Recommended Motion: Award contract #CT3820 for Bid #20-21-195 to ACCI Roofing Services for Roofing Repair and Replacement on Modular Buildings.

Financial Impact: Contract cost: \$383,120
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund - General Obligation Bond

Attachments:
CT3820

**CONTRACT AGREEMENT
CT3820**

THIS AGREEMENT, made this 14th day of April, 2021, in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and ACCL Roofing Services, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**ROOFING REPAIR AND REPLACEMENT ON MODULAR BUILDINGS
BID 20-21-195**

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed by July 16, 2021.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of: Three Hundred Eighty Three Thousand, One Hundred Twenty Dollars (\$383,120.00), the following amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- Addendum 1 and 2
- Designation of Subcontractors
- List of Subcontractor's DIR Registration Numbers
- Noncollusion Affidavit
- Agreement
- Bid Bond
- Performance Bond
- Payment Bond for Public Works
- Recycled Content Certification
- Contractor Fingerprinting Requirements
- Asbestos-Free Materials Certification
- Drug-Free Workplace Certification
- Contractor's Certificate Regarding Workers' Compensation
- General Conditions and Special Conditions
- Project Manual and Specifications
- Drawings
- Certification of Contractor and Subcontractor Division of Industrial Relations Registration

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

License No. _____ DIR # _____

By _____

Its _____

DISTRICT:
National School District

By _____

Its _____

Governing Board Date _____

(Corporate Seal)

Agenda Item: **11.B. Award contract #CT3821 for Bid #20-21-196 to Jackson & Blanc for Heating, ventilation, and air conditioning (HVAC) Replacement on Modular Buildings.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: On November 18, 2020, the Governing Board approved funds to advertise a public bid to contractors to replace Heating, ventilation, and air conditioning (HVAC) units on selected modular buildings. Information shared at that time included that National School District (NSD) passed Measures N and HH, General Obligation bonds in November 2016. The purpose of bond funding is to pay for repair, upgrade, and replacement of aging school facilities including facility equipment.

In modular classrooms, HVAC systems on these modular facilities are more than twenty years old and outdated. HVAC systems were installed in buildings that had no HVAC units using Measure N bond proceeds. Administration is requesting to replace these HVAC units in approximately 50 modular classrooms using proceeds from HH bond funds in order to support efficient and effective learning environments in schools.

Comments: Bids were publicly opened on March 10, 2021. The District received three (3) bids for this project:

Base Bid

- Jackson & Blanc \$520,000
- Paradigm Mechanical Corp. \$599,729
- Countywide Mechanical Systems, Inc. \$670,408

The District requires a minimum of three references for each bidder. All references for the low bidder were checked.

Recommended Motion: Award contract #CT3821 for Bid #20-21-196 to Jackson & Blanc for HVAC Replacement on Modular Buildings.

Financial Impact: Contract cost: \$520,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund - General Obligation Bond

Attachments:
CT3821

**CONTRACT AGREEMENT
CT3821**

THIS AGREEMENT, made this 14th day of April, 2021, in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and Jackson & Blanc, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**HVAC REPLACEMENT ON MODULAR BUILDINGS
BID 20-21-196**

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed by July 16, 2021.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of: Five Hundred Twenty Thousand Dollars (\$520,000.00), the following amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- Addendum 1
- Designation of Subcontractors
- List of Subcontractor's DIR Registration Numbers
- Noncollusion Affidavit
- Agreement
- Bid Bond
- Performance Bond
- Payment Bond for Public Works
- Recycled Content Certification
- Contractor Fingerprinting Requirements
- Asbestos-Free Materials Certification
- Drug-Free Workplace Certification
- Contractor's Certificate Regarding Workers' Compensation
- General Conditions and Special Conditions
- Project Manual and Specifications
- Drawings
- Certification of Contractor and Subcontractor Division of Industrial Relations Registration

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

License No. _____ DIR # _____

By _____

Its _____

DISTRICT:
National School District

By _____

Its _____

Governing Board Date _____

(Corporate Seal)

Agenda Item: **11.C. Accept gifts.**

Speaker: Dr. Leighangela Brady, Superintendent

Rationale: 1. \$39.00 from Monica Bonnet to El Toyon School for materials and supplies.

Quick Summary / Abstract: • Monica Bonnet is a parent at El Toyon School 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 gifts.

Agenda Item: **12. BOARD WORKSHOP**

Agenda Item: **12.A. Review and discuss suggested revisions and updates to Board Policies, Administrative Regulations and Exhibits. (Exhibit C)**

Speaker: Maria Dalla, Board President

Quick Summary / Abstract: Due to the high quantity of policies to review, Board members requested a workshop to discuss suggestions in more detail. Policy updates discussed in this workshop (See Exhibit C) will be brought forward at a subsequent Board meeting as consideration for adoption.

Comments: Policies in this workshop will be focused specifically in the 1000, 4000, 5000, and 6000 sections of our National School District policies.

Current National School District policies can be found at <http://www.gamutonline.net/district/national/>

See Exhibit C for policies and suggested changes that will be discussed in the workshop.

Attachments:
Exhibit C

Agenda Item:

13. BOARD/CABINET COMMUNICATIONS

Agenda Item: **14. ADJOURNMENT**