



Governing Board Agenda

April 22, 2020

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.

Barbara Avalos, President

Ms. Avalos was first elected to the Governing Board in November 2008 and her present term expires December 2020.

Maria Betancourt-Castañeda, Member

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.

Brian Clapper, Clerk

Mr. Clapper was first elected to the Governing Board in November 2012 and his present term expires December 2020.

Maria Dalla, Member

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

Alma Sarmiento, 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, audiotapes of 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.

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://tinyurl.com/NSDboard0422>

To listen to the meeting, please call +1 (317)-659-0706 and enter the access code 415 495 248#

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

<https://tinyurl.com/NSDLive0422>

Wednesday, April 22, 2020

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. Members of the public can watch the meeting via live stream.

AGENDA

If you wish to speak to the Governing Board, comments will be accepted in writing only. You may submit your comment to jgomez@nsd.us no later than 12:00 p.m. Wednesday, April 22, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, April 22, 2020 at (619) 336-7700.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

Barbara Avalos,
Board President

Public communication provides the public with an opportunity to address the Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: "If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to jgomez@nsd.us no later than 12:00 p.m. Wednesday, April 22, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, April 22, 2020 at (619) 336-7700. No Board action can be taken.

5. AGENDA

5.A. Accept agenda.

Barbara Avalos,
Board President

6. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Barbara Avalos,
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.

6.A. Minutes

6.A.I. Approve the minutes of the Regular Board Meeting held on April 8, 2020.

Dr. Leighangela
Brady, Superintendent

6.A.II. Approve the minutes of the Special Board Meeting held on April 14, 2020.

Dr. Leighangela
Brady, Superintendent

6.B. Administration - None

Dr. Leighangela
Brady, Superintendent

6.C. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

6.C.II. Accept the employee resignations/retirements.	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
6.D. Educational Services	
6.D.I. Ratify amendment of Memorandum of Understanding #CT3312 for Stein Education Centers to reflect a change to include a distant learning plan during the COVID-19 school closure.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
6.D.II. Ratify amendment of Memorandum of Understanding #CT3636 with Aseltine School to reflect a change to include a distant learning plan during the COVID-19 school closure.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
6.D.III. Ratify amendment of Memorandum of Understanding #CT3637 with the San Diego Center for Children Academy to reflect a change to include a distant learning plan during the COVID-19 school closure.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
6.D.IV. Ratify amendment of Memorandum of Understanding #CT3675 with Banyan Tree Learning Center to reflect a change to include a distant learning plan during the COVID-19 school closure.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
6.E. Business Services - None	Dr. Lis Johnson, Interim Assistant Superintendent, Business Services
7. GENERAL FUNCTIONS	
7.A. Approve the minutes of the Special Emergency Meeting held on March 13, 2020.	Dr. Leighangela Brady, Superintendent
7.B. Discussion regarding school photography for the 2020-2021 school year.	Dr. Leighangela Brady, Superintendent
7.C. Discussion of year-end recognitions.	Dr. Leighangela Brady, Superintendent
7.D. Department updates on the Coronavirus (COVID-19) pandemic.	Dr. Leighangela Brady, Superintendent
8. POLICIES, REGULATIONS, BYLAWS	
8.A. First reading of Board Policies and Administrative Regulations from California School Boards Association updates.	Barbara Avalos, Board President

9. EDUCATIONAL SERVICES

9.A. Ratify contract #CT3724 with T-Mobile for hotspot devices for distance learning.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

9.B. Ratify contract #CT3725 between National School District a California public school district and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

10. HUMAN RESOURCES

10.A. Approve Memorandum of Understanding with the National City Elementary Teachers Association (NCETA) and National School District (NSD) for negotiable impacts and effects of the working environment during the distance learning COVID-19 pandemic.

Dr. Leticia Hernandez,
Assistant
Superintendent
Human Resources

10.B. Approve Memorandum of Understanding with the California School Employees Association (CSEA) and its National Chapter 206 and the National School District (NSD) and its negotiable impacts and effects of the working environment during the COVID-19 pandemic.

Dr. Leticia Hernandez,
Assistant
Superintendent
Human Resources

10.C. Adopt Resolution #19-20.27 in recognition of Certificated School Employee Week, May 4-8, 2020.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10.D. Adopt Resolution #19-20.28 in recognition of Classified School Employee Week, May 18-22, 2020.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10.E. Adopt Resolution #19-20.29 in recognition of the Week of the School Administrator, May 25–29, 2020.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. BUSINESS SERVICES

11.A. Ratify contract #CT3408 with MCF Consulting, Inc for Medi-Cal Administrative Activities (MAA) Program for the 2018-2019 and 2019-2020 billing cycles.

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

11.B. Approve Designation of Applicant's Agent Resolution for Non-State Agencies.

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

12. BOARD WORKSHOP

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 /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Lis Johnson, Interim Assistant Superintendent-Business Services

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary /
Abstract:

Public communication provides the public with an opportunity to address the Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: "If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to jgomez@nsd.us no later than 12:00 p.m. Wednesday, April 22, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, April 22, 2020 at (619) 336-7700. No Board action can be taken.

Agenda Item: **5. AGENDA**

Agenda Item: **5.A. Accept agenda.**

Speaker: Barbara Avalos, Board President

Recommended
Motion: Accept agenda

Agenda Item: **6. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Speaker: Barbara Avalos, 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: **6.A. Minutes**

Agenda Item: **6.A.I. Approve the minutes of the Regular Board Meeting held on April 8, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board minutes 04/08/20

NATIONAL SCHOOL DISTRICT Minutes of the Regular Meeting GOVERNING BOARD

April 8, 2020
6:00 PM

https://drive.google.com/drive/folders/1C_zVQoem9vQ22I--jZdcYga1rIaIYX6S

1. CALL TO ORDER

Board President, Barbara Avalos, called the meeting to order at 6:08 p.m.

2. PLEDGE OF ALLEGIANCE

Board President, Barbara Avalos, led the Pledge of Allegiance.

3. ROLL CALL

Attendance Taken at 6:10 PM:

Present:

Ms. Barbara Avalos
Ms. Maria Betancourt-Castañeda
Mr. Brian Clapper
Ms. Maria Dalla
Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

4. PRESENTATIONS

4.A. Introduce and welcome the new employees.

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

5. PUBLIC COMMUNICATIONS

None.

6. AGENDA

6.A. Accept agenda.

Motion Passed: Acceptance of agenda passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Following discussion, approval of Consent Calendar passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla. Corrections requested for agenda item 7. A.I., start time of 9:45 a.m. and agenda item 7.A.II., attendance time of 4:13 p.m.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

7.A. Minutes

7.A.I. Approve the minutes of the Special Board Meeting held on March 5, 2020.

7.A.II. Approve the minutes of the Special Board Meeting held on March 9, 2020.

7.A.III. Approve the minutes of the Special Board Meeting held on March 18, 2020.

7.B. Administration

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

7.C. Human Resources

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

7.D. Business Services

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

8. GENERAL FUNCTIONS

8.A. Adopt Resolution #19-20.23 regarding absence of Board Member Barbara Avalos due to hardship.

Motion Passed: Following discussion, adoption of Resolution #19-20.23 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Abstain Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

8.B. Adopt Resolution #19-20.24 regarding absence of Board Member Alma Sarmiento due to illness.

Motion Passed: Following discussion, adoption of Resolution #19-20.24 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Abstain Ms. Alma Sarmiento

8.C. Approve the minutes of the Special Board Meeting held on March 11, 2020.

Motion Passed: Approval of minutes passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

Abstain Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Abstain Ms. Alma Sarmiento

8.D. Adopt Resolution #19-20.25 regarding absence of Board Member Barbara Avalos due to hardship.

Motion Passed: Adoption of Resolution #19-20.25 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Abstain Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Abstain Ms. Alma Sarmiento

8.E. Adopt Resolution #19-20.26 regarding absence of Board Member Alma Sarmiento due to illness.

Motion Passed: Adoption of Resolution #19-20.26 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Abstain Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Abstain Ms. Alma Sarmiento

8.F. Approve the minutes of the Regular Board Meeting held on March 11, 2020.

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

Abstain Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Abstain Ms. Alma Sarmiento

8.G. Department updates on the Coronavirus (COVID-19) pandemic.

Dr. Brady, along with Executive Cabinet, updated the Governing Board on District-wide collaboration during the COVID-19 pandemic. Individually, each department shared actions taken and ongoing plans to continue supporting students, parents, and staff.

9. POLICIES, REGULATIONS, BYLAWS

9.A. Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.

Motion Passed: Adoption of Board Policies and Administrative Regulations passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

10. HUMAN RESOURCES

10.A. Conduct public hearing pursuant to Government Code Section 3547 regarding the proposals from the National School District to the National City Elementary Teachers Association to open negotiations for the 2020-2021 school year.

Board President, Barbara Avalos, opened the public hearing at 7:24 p.m.

There were no speakers.

Board President, Barbara Avalos, closed the public hearing at 7:24 p.m.

10.B. Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for the 2020-2021 school year.

Motion Passed: Adoption of Initial Collective Negotiations Proposal passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

11. BUSINESS SERVICES

11.A. Discussion of summer construction projects throughout the District.

Dr. Lis Johnson, Interim Assistant Superintendent of Business Services and Mr. David Castillo, Director of Maintenance and Operations, gave a presentation on District-wide summer projects affected by the COVID-19 pandemic.

11.B. Accept gifts.

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

Absent Ms. Barbara Avalos (lost internet connection)

Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

12. BOARD WORKSHOP

13. BOARD/CABINET COMMUNICATIONS

Ms. Betancourt-Castañeda thanked everyone involved who has helped us get to this point and facilitated the first virtual Governing Board meeting. She expressed her gratitude for the support provided by the Technology Department, the Administrative Assistants to the Superintendent's Office, Dr. Brady, and Executive Cabinet. She shared she had the opportunity to observe meal, material, and device distributions and she commended the Child Nutrition Services Department, Educational Services, and the Technology Department on the collaborative work. She also acknowledged all other departments that are working together in these challenging times to provide students with the distance learning tools needed and helping them be successful. She offered to volunteer if needed. She wished everyone a good night and looks forward to the next meeting.

Ms. Sarmiento concurred with Ms. Betancourt-Castañeda's comments and stated that it's times like these, that make National City great. Everyone has risen to the occasion and wonderful things by wonderful people are happening all around.

Ms. Dalla echoed what her fellow Governing Board Members have shared and added that seeing everybody working so hard and supporting our students in these times, is very humbling. She expressed that it is heartwarming to see the team effort and collaboration between the District staff and the National City Community. She wished everyone well and a good night.

Dr. Johnson thanked everyone for welcoming her to her first Board meeting. She expressed how amazing it's been to support and help in any way possible. She hopes that during her time here, she is able to continue helping National School District students and staff.

Dr. Hernandez thanked all staff who have been supporting the distance learning plan for students and also thanked all departments for continuing the work of the District, ensuring everything is ready for the students return. She reiterated that everyone's work is much appreciated.

Dr. Kraft echoed everyone's sentiments and expressed she is filled with gratitude and inspiration by the people she is surrounded with.

Dr. Brady thanked the amazing National School District staff and expressed that work being done exemplifies District core values. She also thanked the Governing Board and shared that the Board's ongoing support has set the District up for distance learning. She also thanked the Technology Department for assisting in the preparation of and during the Board meeting. She wished Mr. Zimmerle a belated happy birthday, and thanked Mr. Hansen for his work. She encouraged everyone present to participate in the 2020 Census and wished everyone a good night.

Mr. Clapper echoed everyone's sentiments, he thanked everyone, and expressed how proud he is to be part of this "World Series" team.

Ms. Avalos thanked everyone for their help and everything they've been doing for the District. She also thanked Mr. Clapper for filling in during her loss of internet connection.

14. ADJOURNMENT

Board President, Barbara Avalos, adjourned the meeting at 8:25 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **6.A.II. Approve the minutes of the Special Board Meeting held on April 14, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special minutes 04/14/20

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

April 14, 2020
2:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 2:06 p.m.

2. PLEDGE OF ALLEGIANCE

Board President, Barbara Avalos, led the Pledge of Allegiance.

3. ROLL CALL

Attendance Taken at 2:06 PM:

Present:

Ms. Barbara Avalos
Ms. Maria Betancourt-Castañeda
Mr. Brian Clapper
Ms. Maria Dalla
Ms. Alma Sarmiento

Dr. Leticia Hernandez took roll call.

4. PUBLIC COMMUNICATIONS

None

5. CLOSED SESSION - 2:00 P.M.

Closed session was held from 2:06 p.m. to 3:30 p.m.

No action was taken in closed session.

6. ADJOURNMENT

Closed session was adjourned at 3:30 p.m.

Agenda Item: **6.B. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / None

Abstract:

Agenda Item: **6.C. Human Resources**

Agenda Item: **6.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 22, 2020

<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

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

1. Anna Pike	Resource Specialist Program Teacher	April 24, 2020 to June 3, 2020	Unpaid Leave of Absence	
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CLASSIFIED STAFF RECOMMENDATIONS
April 22, 2020

<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

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

None				
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Agenda Item: **6.C.II. Accept the employee resignations/retirements.**

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

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

Attachments:
Resignations/Retirements

Resignations 4/22/20			
Name	Position	Location	Effective Date
Bree De La Garza	Teacher	Palmer Way	April 8, 2020
Maria Del Carmen Farias	Impact Teacher	Olivewood School	March 20, 2020
Cassandra Martinez	Campus Student Supervisor	Kimball School	March 20, 2020
Marites A. Sabio	Campus Student Supervisor	Ira Harbison School	March 20, 2020
Cheri Trevino	Teacher	Palmer Way School	April 1, 2020
Jessica Yoon	Teacher	Palmer Way School	March 31, 2020

Retirements 4/22/20			
Name	Position	Location	Effective Date
None			

Agenda Item:	6.D. Educational Services
Agenda Item:	6.D.I. Ratify amendment of Memorandum of Understanding #CT3312 for Stein Education Centers to reflect a change to include a distant learning plan during the COVID-19 school closure.
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>On June 26, 2019 the Governing Board approved Non-Public School Master contract #CT3312 with Stein Education Center to provide an educational program for special education students for the 2019-2020 school year.</p> <p>Resolution #19-20.22 was approved by the Governing Board at the March 18, 2020 Special Board Meeting delegating authority to the District Superintendent or designee to address the Coronavirus (COVID-19) pandemic. Contract #CT3312 was amended on April 16, 2020 under Resolution #19-20.22 to add a distance learning plan to contract services.</p>
Comments:	This language will allow Stein Education Center to continue educational programming for special education students for the remainder of the 2019-2020 school year via the attached distant learning plan found in Exhibit A.
Recommended Motion:	Ratify amendment of Memorandum of Understanding #CT3312 for Stein Education Centers to reflect a change to include a distant learning plan during the COVID-19 school closure.
Financial Impact:	<p>Contract cost: \$0</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	<p>CT3312</p> <p>Exhibit A</p>

**2019-2020 SAN DIEGO NONPUBLIC MASTER CONTRACT
Supplemental Memorandum of Understanding**

This Memorandum of Understanding to the 2019-2020 San Diego Nonpublic Master Contract ("MOU"), is made and entered into this day of April 16 2020, by and between the National School District ("Local Education Agency") and the Nonpublic Agency Stein Education Center ("Contractor") as follows:

RECITALS

WHEREAS, the Parties entered into the 2019-2020 San Diego Nonpublic Master Contract ("Contract") for the purpose of providing special education and related services to individuals with exceptional needs; and

WHEREAS, the COVID-19 (Novel Coronavirus) pandemic is an unforeseen occurrence that, together with Local, State, and Federal responses thereto has necessitated the temporary closure of LEA schools, temporary suspension of scheduled services, and transition to temporary distance learning, each for an unknown period of time; and

WHEREAS, the Parties desire to amend the Contract to permit the Contractor to continued providing services to students and to ease the financial impact on the Contract, consistent with State and Federal guidance; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. MOU to the Contract.

a. The following provisions shall apply to amend the Contract:

- i. In addition to regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), the Contractor shall submit to the LEA a work plan and detailed service logs reflecting dates, times, manner, and description of service provided in accordance with the Distance Learning Plan.
- ii. The LEA shall make payment to the Contractor for those services actually provided by the Contractor, in accordance with the Master Contract and Individual Services Agreement(s).
- iii. Within the current Individual Services Agreements between the Parties, there may be services that cannot reasonably be provided under the Distance Learning Plan. These services are identified as follows:
 - NOT APPLICABLE
 - ✓ Intensive Individual Services
 - Health and Nursing
 - ✓ Behavior Intervention Services
 - Interpreter Services
 - Other: Please list:

The LEA shall make payment to the Contractor for those services as provided in the applicable Individual Services Agreement, for the months of March 2020 and April 2020, provided:

1. To the greatest extent possible, the Contractor employee(s) usually responsible for providing such services shall support and assist with implementation of the Distance Learning Plan;
2. The Contractor shall make all reasonable efforts to mitigate its losses with respect to provision of such services, including losses related to travel and other costs, related to the suspension and/or postponement of services;
3. Contractor agrees to pay such Contractor employee(s) at his/her regular rate for the above-mentioned period, such that the Contractor employee(s) remain employed and has not applied for unemployment insurance benefits;
4. Such contractor employee(s) is/are not otherwise employed during the hours he/she is usually employed by Contractor;
5. The Contractor shall invoice the LEA for those services to be funded but that were not provided under this paragraph
6. In the event that a Contractor employee covered under this section ceases to be employed by the Contractor or becomes otherwise employed during the hours he/she would normally be employed by the Contractor, the LEA shall have no obligation to make payment for those services under this paragraph.

Payment under this paragraph shall be made in a monthly amount to be determined by averaging the invoices of the Contractor for applicable services provided in December 2019, January 2020, and February 2020.

The LEA and Contractor shall collaborate to define employee's scope of work that supports the Distance Learning Plan to the greatest extent possible noted in 1.a.iv.1 above.

In the event the Distance Learning Plan remains in effect into May or June 2020, the Parties may agree to continue the expiration date of this MOU accordingly.

- iv. The LEA may, at any time, terminate or suspend the Master Contract or the Individual Services Agreement upon twenty (20) days written notice, as provided in paragraph 2.16 of the Master Contract. The Parties agree that the current COVID-19 pandemic and related school closures constitute cause.
- b. The above paragraph, 1.a, and subparagraphs thereof, shall remain in effect until such time as the LEA reopens and resumes regular educational activities, including the cessation of distance learning, or such other date as agreed to in writing by the Parties. At such time as that occurs, the MOU shall cease to

be in effect and the Contract, as originally executed and agreed to by the Parties and unless otherwise amended, shall be the operative agreement between the Parties.

2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract, inclusive of the Main Document and Appendices A – C, shall remain in full force and effect and are reaffirmed. If there is any conflict between this MOU and any provision of the Contract, the provisions of this MOU shall control.

This MOU, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this MOU as of the date set forth above.

Date

Authorized Representative Signature
Name and Title:
Nonpublic School/Agency:

Date

Authorized Representative Signature
Name and Title:
LEA: National School District

Agenda Item:	6.D.II. Ratify amendment of Memorandum of Understanding #CT3636 with Aseltine School to reflect a change to include a distant learning plan during the COVID-19 school closure.
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>At the July 10, 2019 meeting the Governing Board approved Non-Public School Master contract #CT3636 with Aseltine School to provide an educational program for special education students for the 2019-2020 school year.</p> <p>Due to the unforeseen COVID-19 (Novel Coronavirus) pandemic temporary closure of schools, Aseltine has temporarily transitioned to services delivered through distance learning.</p> <p>Ratification to amend #CT3636 with Aseltine School will allow continued educational programming for special education students for the remainder of the 2019-2020 school year via a distant learning plan.</p>
Comments:	This language will allow Aseltine School to continue educational programming for special education students for the remainder of the 2019-2020 school year via the attached distant learning plan found in Exhibit B.
Recommended Motion:	Ratify amended Memorandum of Understanding #CT3636 with Aseltine School to reflect a change to include a distant learning plan during the COVID-19 school closure.
Financial Impact:	<p>Contract cost: \$0</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	<p>CT3636</p> <p>Exhibit B</p>

**2019-2020 SAN DIEGO NONPUBLIC MASTER CONTRACT
Supplemental Memorandum of Understanding**

This Memorandum of Understanding to the 2019-2020 San Diego Nonpublic Master Contract ("MOU"), is made and entered into this day of April 16 2020, by and between the National School District ("Local Education Agency") and the Nonpublic Agency Aseltine ("Contractor") as follows:

RECITALS

WHEREAS, the Parties entered into the 2019-2020 San Diego Nonpublic Master Contract ("Contract") for the purpose of providing special education and related services to individuals with exceptional needs; and

WHEREAS, the COVID-19 (Novel Coronavirus) pandemic is an unforeseen occurrence that, together with Local, State, and Federal responses thereto has necessitated the temporary closure of LEA schools, temporary suspension of scheduled services, and transition to temporary distance learning, each for an unknown period of time; and

WHEREAS, the Parties desire to amend the Contract to permit the Contractor to continued providing services to students and to ease the financial impact on the Contract, consistent with State and Federal guidance; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. MOU to the Contract.

a. The following provisions shall apply to amend the Contract:

- i. In addition to regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), the Contractor shall submit to the LEA a work plan and detailed service logs reflecting dates, times, manner, and description of service provided in accordance with the Distance Learning Plan.
- ii. The LEA shall make payment to the Contractor for those services actually provided by the Contractor, in accordance with the Master Contract and Individual Services Agreement(s).
- iii. Within the current Individual Services Agreements between the Parties, there may be services that cannot reasonably be provided under the Distance Learning Plan. These services are identified as follows:
 - NOT APPLICABLE
 - ✓ Intensive Individual Services
 - Health and Nursing
 - ✓ Behavior Intervention Services
 - Interpreter Services
 - Other: Please list:

The LEA shall make payment to the Contractor for those services as provided in the applicable Individual Services Agreement, for the months of March 2020 and April 2020, provided:

1. To the greatest extent possible, the Contractor employee(s) usually responsible for providing such services shall support and assist with implementation of the Distance Learning Plan;
2. The Contractor shall make all reasonable efforts to mitigate its losses with respect to provision of such services, including losses related to travel and other costs, related to the suspension and/or postponement of services;
3. Contractor agrees to pay such Contractor employee(s) at his/her regular rate for the above-mentioned period, such that the Contractor employee(s) remain employed and has not applied for unemployment insurance benefits;
4. Such contractor employee(s) is/are not otherwise employed during the hours he/she is usually employed by Contractor;
5. The Contractor shall invoice the LEA for those services to be funded but that were not provided under this paragraph
6. In the event that a Contractor employee covered under this section ceases to be employed by the Contractor or becomes otherwise employed during the hours he/she would normally be employed by the Contractor, the LEA shall have no obligation to make payment for those services under this paragraph.

Payment under this paragraph shall be made in a monthly amount to be determined by averaging the invoices of the Contractor for applicable services provided in December 2019, January 2020, and February 2020.

The LEA and Contractor shall collaborate to define employee's scope of work that supports the Distance Learning Plan to the greatest extent possible noted in 1.a.iv.1 above.

In the event the Distance Learning Plan remains in effect into May or June 2020, the Parties may agree to continue the expiration date of this MOU accordingly.

- iv. The LEA may, at any time, terminate or suspend the Master Contract or the Individual Services Agreement upon twenty (20) days written notice, as provided in paragraph 2.16 of the Master Contract. The Parties agree that the current COVID-19 pandemic and related school closures constitute cause.
- b. The above paragraph, 1.a, and subparagraphs thereof, shall remain in effect until such time as the LEA reopens and resumes regular educational activities, including the cessation of distance learning, or such other date as agreed to in writing by the Parties. At such time as that occurs, the MOU shall cease to

be in effect and the Contract, as originally executed and agreed to by the Parties and unless otherwise amended, shall be the operative agreement between the Parties.

2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract, inclusive of the Main Document and Appendices A – C, shall remain in full force and effect and are reaffirmed. If there is any conflict between this MOU and any provision of the Contract, the provisions of this MOU shall control.

This MOU, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this MOU as of the date set forth above.

Date

Authorized Representative Signature
Name and Title:
Nonpublic School/Agency:

Date

Authorized Representative Signature
Name and Title:
LEA: National School District

Agenda Item:	6.D.III. Ratify amendment of Memorandum of Understanding #CT3637 with the San Diego Center for Children Academy to reflect a change to include a distant learning plan during the COVID-19 school closure.
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>At the July 10, 2019 meeting the Governing Board approved Non-Public School Master contract #CT3637 with the San Diego Center for Children Academy to provide an educational program for special education students for the 2019-2020 school year.</p> <p>Due to the unforeseen COVID-19 (Novel Coronavirus) pandemic temporary closure of schools, San Diego Center for Children Academy has temporarily transitioned to services delivered through distance learning.</p> <p>Ratification to amend #CT3637 with the San Diego Center for Children Academy will allow continued educational programming for special education students for the remainder of the 2019-2020 school year via a distant learning plan.</p>
Comments:	This language will allow San Diego Center for Children Academy to continue educational programming for special education students for the remainder of the 2019-2020 school year via the attached distant learning plan found in Exhibit C.
Recommended Motion:	Ratify amendment of Memorandum of Understanding #CT3637 with the San Diego Center for Children Academy to reflect a change to include a distant learning plan during the COVID-19 school closure.
Financial Impact:	<p>Contract Costs: \$0</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	<p>CT3637</p> <p>Exhibit C</p>

**2019-2020 SAN DIEGO NONPUBLIC MASTER CONTRACT
Supplemental Memorandum of Understanding**

This Memorandum of Understanding to the 2019-2020 San Diego Nonpublic Master Contract ("MOU"), is made and entered into this day of April 16 2020, by and between the National School District ("Local Education Agency") and the Nonpublic Agency San Diego Center for Children Academy ("Contractor") as follows:

RECITALS

WHEREAS, the Parties entered into the 2019-2020 San Diego Nonpublic Master Contract ("Contract") for the purpose of providing special education and related services to individuals with exceptional needs; and

WHEREAS, the COVID-19 (Novel Coronavirus) pandemic is an unforeseen occurrence that, together with Local, State, and Federal responses thereto has necessitated the temporary closure of LEA schools, temporary suspension of scheduled services, and transition to temporary distance learning, each for an unknown period of time; and

WHEREAS, the Parties desire to amend the Contract to permit the Contractor to continued providing services to students and to ease the financial impact on the Contract, consistent with State and Federal guidance; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. MOU to the Contract.

a. The following provisions shall apply to amend the Contract:

- i. In addition to regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), the Contractor shall submit to the LEA a work plan and detailed service logs reflecting dates, times, manner, and description of service provided in accordance with the Distance Learning Plan.
- ii. The LEA shall make payment to the Contractor for those services actually provided by the Contractor, in accordance with the Master Contract and Individual Services Agreement(s).
- iii. Within the current Individual Services Agreements between the Parties, there may be services that cannot reasonably be provided under the Distance Learning Plan. These services are identified as follows:
 - NOT APPLICABLE
 - ✓ Intensive Individual Services
 - Health and Nursing
 - ✓ Behavior Intervention Services
 - Interpreter Services
 - Other: Please list:

The LEA shall make payment to the Contractor for those services as provided in the applicable Individual Services Agreement, for the months of March 2020 and April 2020, provided:

1. To the greatest extent possible, the Contractor employee(s) usually responsible for providing such services shall support and assist with implementation of the Distance Learning Plan;
2. The Contractor shall make all reasonable efforts to mitigate its losses with respect to provision of such services, including losses related to travel and other costs, related to the suspension and/or postponement of services;
3. Contractor agrees to pay such Contractor employee(s) at his/her regular rate for the above-mentioned period, such that the Contractor employee(s) remain employed and has not applied for unemployment insurance benefits;
4. Such contractor employee(s) is/are not otherwise employed during the hours he/she is usually employed by Contractor;
5. The Contractor shall invoice the LEA for those services to be funded but that were not provided under this paragraph
6. In the event that a Contractor employee covered under this section ceases to be employed by the Contractor or becomes otherwise employed during the hours he/she would normally be employed by the Contractor, the LEA shall have no obligation to make payment for those services under this paragraph.

Payment under this paragraph shall be made in a monthly amount to be determined by averaging the invoices of the Contractor for applicable services provided in December 2019, January 2020, and February 2020.

The LEA and Contractor shall collaborate to define employee's scope of work that supports the Distance Learning Plan to the greatest extent possible noted in 1.a.iv.1 above.

In the event the Distance Learning Plan remains in effect into May or June 2020, the Parties may agree to continue the expiration date of this MOU accordingly.

- iv. The LEA may, at any time, terminate or suspend the Master Contract or the Individual Services Agreement upon twenty (20) days written notice, as provided in paragraph 2.16 of the Master Contract. The Parties agree that the current COVID-19 pandemic and related school closures constitute cause.
- b. The above paragraph, 1.a, and subparagraphs thereof, shall remain in effect until such time as the LEA reopens and resumes regular educational activities, including the cessation of distance learning, or such other date as agreed to in writing by the Parties. At such time as that occurs, the MOU shall cease to

be in effect and the Contract, as originally executed and agreed to by the Parties and unless otherwise amended, shall be the operative agreement between the Parties.

2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract, inclusive of the Main Document and Appendices A – C, shall remain in full force and effect and are reaffirmed. If there is any conflict between this MOU and any provision of the Contract, the provisions of this MOU shall control.

This MOU, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this MOU as of the date set forth above.

Date

Authorized Representative Signature
Name and Title:
Nonpublic School/Agency:

Date

Authorized Representative Signature
Name and Title:
LEA: National School District

Agenda Item:	6.D.IV. Ratify amendment of Memorandum of Understanding #CT3675 with Banyan Tree Learning Center to reflect a change to include a distant learning plan during the COVID-19 school closure.
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>On September 18, 2019 the Governing Board approved Non-Public School Master #CT3675 with Banyan Tree Excelsior Academy to provide an educational program for special education students for the 2019-2020 school year.</p> <p>Resolution #19-20.22 was approved by the Governing Board at the March 18, 2020 Special Board Meeting delegating authority to the District Superintendent or designee to address the Coronavirus (COVID-19) pandemic. Contract #CT3675 with Banyan Tree Excelsior Academy was amended on April 16, 2020 under Resolution #19-20.22 to add a distance learning plan to contract services.</p>
Comments:	This language will allow Banyan Tree Excelsior Academy to continue educational programming for special education students for the remainder of the 2019-2020 school year via the attached distant learning plan found in Exhibit D.
Recommended Motion:	Ratify and amend Memorandum of Understanding #CT3675 with Banyan Tree Learning Center to reflect a change to include a distant learning plan during the COVID-19 school closure.
Financial Impact:	<p>Contract cost: \$0</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	<p>CT3675</p> <p>Exhibit D</p>

**2019-2020 SAN DIEGO NONPUBLIC MASTER CONTRACT
Supplemental Memorandum of Understanding**

This Memorandum of Understanding to the 2019-2020 San Diego Nonpublic Master Contract ("MOU"), is made and entered into this day of April 16 2020, by and between the National School District ("Local Education Agency") and the Nonpublic Agency Bayan Tree Learning Center ("Contractor") as follows:

RECITALS

WHEREAS, the Parties entered into the 2019-2020 San Diego Nonpublic Master Contract ("Contract") for the purpose of providing special education and related services to individuals with exceptional needs; and

WHEREAS, the COVID-19 (Novel Coronavirus) pandemic is an unforeseen occurrence that, together with Local, State, and Federal responses thereto has necessitated the temporary closure of LEA schools, temporary suspension of scheduled services, and transition to temporary distance learning, each for an unknown period of time; and

WHEREAS, the Parties desire to amend the Contract to permit the Contractor to continued providing services to students and to ease the financial impact on the Contract, consistent with State and Federal guidance; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. MOU to the Contract.

a. The following provisions shall apply to amend the Contract:

- i. In addition to regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), the Contractor shall submit to the LEA a work plan and detailed service logs reflecting dates, times, manner, and description of service provided in accordance with the Distance Learning Plan.
- ii. The LEA shall make payment to the Contractor for those services actually provided by the Contractor, in accordance with the Master Contract and Individual Services Agreement(s).
- iii. Within the current Individual Services Agreements between the Parties, there may be services that cannot reasonably be provided under the Distance Learning Plan. These services are identified as follows:
 - NOT APPLICABLE
 - ✓ Intensive Individual Services
 - Health and Nursing
 - ✓ Behavior Intervention Services
 - Interpreter Services
 - Other: Please list:

The LEA shall make payment to the Contractor for those services as provided in the applicable Individual Services Agreement, for the months of March 2020 and April 2020, provided:

1. To the greatest extent possible, the Contractor employee(s) usually responsible for providing such services shall support and assist with implementation of the Distance Learning Plan;
2. The Contractor shall make all reasonable efforts to mitigate its losses with respect to provision of such services, including losses related to travel and other costs, related to the suspension and/or postponement of services;
3. Contractor agrees to pay such Contractor employee(s) at his/her regular rate for the above-mentioned period, such that the Contractor employee(s) remain employed and has not applied for unemployment insurance benefits;
4. Such contractor employee(s) is/are not otherwise employed during the hours he/she is usually employed by Contractor;
5. The Contractor shall invoice the LEA for those services to be funded but that were not provided under this paragraph
6. In the event that a Contractor employee covered under this section ceases to be employed by the Contractor or becomes otherwise employed during the hours he/she would normally be employed by the Contractor, the LEA shall have no obligation to make payment for those services under this paragraph.

Payment under this paragraph shall be made in a monthly amount to be determined by averaging the invoices of the Contractor for applicable services provided in December 2019, January 2020, and February 2020.

The LEA and Contractor shall collaborate to define employee's scope of work that supports the Distance Learning Plan to the greatest extent possible noted in 1.a.iv.1 above.

In the event the Distance Learning Plan remains in effect into May or June 2020, the Parties may agree to continue the expiration date of this MOU accordingly.

- iv. The LEA may, at any time, terminate or suspend the Master Contract or the Individual Services Agreement upon twenty (20) days written notice, as provided in paragraph 2.16 of the Master Contract. The Parties agree that the current COVID-19 pandemic and related school closures constitute cause.
- b. The above paragraph, 1.a, and subparagraphs thereof, shall remain in effect until such time as the LEA reopens and resumes regular educational activities, including the cessation of distance learning, or such other date as agreed to in writing by the Parties. At such time as that occurs, the MOU shall cease to

be in effect and the Contract, as originally executed and agreed to by the Parties and unless otherwise amended, shall be the operative agreement between the Parties.

2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract, inclusive of the Main Document and Appendices A – C, shall remain in full force and effect and are reaffirmed. If there is any conflict between this MOU and any provision of the Contract, the provisions of this MOU shall control.

This MOU, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this MOU as of the date set forth above.

Date

Authorized Representative Signature
Name and Title:
Nonpublic School/Agency:

Date

Authorized Representative Signature
Name and Title:
LEA: National School District

Agenda Item: **6.E. Business Services**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

Quick Summary /
Abstract: None

Agenda Item: **7. GENERAL FUNCTIONS**

Agenda Item: **7.A. Approve the minutes of the Special Emergency Meeting held on March 13, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Recommended Motion: Approve the minutes of the Special Emergency Meeting held on March 13, 2020.

Attachments:
Special emergency minutes 3/13/2020

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

March 13, 2020
10:00 a.m.
Administrative Center
1500 “N” Avenue
National City, CA 91950

Attendance taken at 10:00 a.m.

Present:

Ms. Maria Betancourt-Castañeda
Mr. Brian Clapper
Ms. Maria Dalla
Ms. Alma Sarmiento

Absent:

Ms. Barbara Avalos

1. CALL TO ORDER

Board Clerk, Brian Clapper, called the meeting to order at 10:00 a.m.

2. PUBLIC COMMUNICATIONS

None.

3. GENERAL FUNCTIONS

3.A. List of persons notified or attempted to be notified.

Vanessa Ceseña, Administrative Assistant-Office of the Superintendent, notified or attempted to notify the following of this meeting: Ms. Barbara Avalos, Ms. Maria Betancourt-Castañeda, Mr. Brian Clapper, Ms. Maria Dalla, and Ms. Alma Sarmiento.

3.B. Review of school closure plan.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services, informed the National School District Governing Board of the District staff’s plan to facilitate campus closures due to the COVID-19 pandemic.

4. ADJOURNMENT

The meeting was adjourned at 10:15 a.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **7.B. Discussion regarding school photography for the 2020-2021 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: School portraits provide lasting memories for families. For several years, the District has facilitated an annual committee to consider proposals from various school photography companies. In light of the current District closure, staff seeks Board input regarding continuance of this committee virtually, and school photography considerations for the 2020-2021 school year.

Agenda Item: **7.C. Discussion of year-end recognitions.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: Discussion regarding virtual staff and student recognitions due to COVID-19 District closures.

Agenda Item: **7.D. Department updates on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Each department 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:	8. POLICIES, REGULATIONS, BYLAWS
Agenda Item:	8.A. First reading of Board Policies and Administrative Regulations from California School Boards Association updates.
Speaker:	Barbara Avalos, Board President
Quick Summary / Abstract:	A critical role for Governing Boards is to regularly review and update District policies. National School District contracts with California School Boards Association's online policy information service that is continually updated. All suggested updates are customizable to meet the needs and practices of individual districts.
Attachments:	
Exhibit E	

Agenda Item:	9. EDUCATIONAL SERVICES
Agenda Item:	9.A. Ratify contract #CT3724 with T-Mobile for hotspot devices for distance learning.
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Ratification of this item will allow National School District to continue to provide hotspot devices for students (identified as not having internet access) to engage in distance learning.</p> <p>Resolution #19-20.22 was approved by the Governing Board at the March 18, 2020 Special Board Meeting. This contract #CT3724 was signed on April 2, 2020 under Resolution #19-20.22, delegating authority to the District Superintendent or designee to address the Coronavirus (COVID-19) pandemic.</p>
Comments:	<p>In adherence to the March 4, 2020 Governor's Executive Order N-26-20 due to the COVID-19 pandemic, National School District purchased wireless mobile services and devices from T-Mobile to provide students access to distance learning.</p> <p>T-Mobile will provide unlimited connectivity for 400 hotspot devices for 12 months at a cost of \$20.00 per month per device using the Government Unlimited 4G LTE mobile rate for a total cost of \$96,000.</p>
Recommended Motion:	Ratify contract #CT3724 with T-Mobile for hotspot devices for distance learning.
Financial Impact:	<p>Contract cost: \$96,000 for 12 months</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	CT3724

T-Mobile for Education AGREEMENT

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), is by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and National School District [Full Name of School/School District], a(n) [state of formation] [type of entity], with its principal place of business at 1500 N Ave National City, CA 91950 [Customer address] ("**Customer**"). This Agreement term is for 1 year of active, paid service from the Agreement Effective Date.

- 1. Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by: Please check the correct agreement ("**Master Agreement**")

- ☒ NASPO ValuePoint Contract No. MA176
- ☐ General Services Administration Contract Number GS35F0a503M
- ☐ California Network and Telecommunications Program Contract c4-CVD-19-001-01
- ☐ Commonwealth of Massachusetts Contract ITT46
- ☐ State of New York Office of General Services Agreement Contract No. PS64727
- ☐ State of Ohio Department of Administrative Master Service Agreement MSA0039
- ☐ State of Texas Department of Information Resources Contract #DIR-TSO-3416
- ☐ [Other, please specify]

- 2. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:**

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Discount/Subsidy**
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	50% discount off a hotspot (cost of hotspot before discount: \$84.00)
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	Hotspot to be provided at no charge (cost of hotspot before subsidy: \$84)

**This free hotspot offer is subject to inventory availability;

* Prices above do not include applicable taxes and surcharges.

- 3. Total Order.** Customer agrees to order the following:

400 lines on the \$10 rate plan or , total rate plan billing/month: \$8000 (not including taxes and surcharges);

If applicable, \$ cost of hotspot (not including applicable taxes)

Total Agreement \$ commitment (Services and, if applicable, Devices) for Term of the Agreement: \$ 96,000

- 4. (a) Requirements to qualify for Device Discount/Subsidy:**

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least 12 months from the date of activation without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the "**Device Discount/Subsidy Term**");
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (e) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;

- Customer's account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the 12-month Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) Device Discount/Subsidy on Customer's Master Account. Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment. If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/12th of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer's monthly bill.

5. Primary Contacts: The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	National School District
Address:	1500 N Ave National City, CA 91950
Telephone:	619-336-7500
Email:	

This Agreement is executed by each Party's authorized representative as of the Agreement Effective Date.

Customer:	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: T-Mobile USA, Inc. CSCA Representative

March 31, 2020



National School District

EmpowerED Rate Plan w/ CIPA Compliant Filter from TitanHQ

MONTHLY SERVICE			
SERVICE	UNIT MRC	QUANTITY	TOTAL
	\$20.00	400	\$8,000.00
SUBTOTAL		400	\$8,000.00

TOTAL FOR 12 MONTHS OF SERVICE		\$96,000.00
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ONE TIME EQUIPMENT COST			
DEVICE	ONE TIME	QUANTITY	TOTAL
		400	\$0.00
SUBTOAL		400	\$0.00

Michael Tomkins | Government Account Manager
Mobile: 760-583-1353 | Michael.Tomkins@T-Mobile.com

Agenda Item:	9.B. Ratify contract #CT3725 between National School District a California public school district and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company.
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Resolution #19-20.22 was approved by the Governing Board at the March 18, 2020 Special Board Meeting delegating authority to the District Superintendent or designee to address the Coronavirus (COVID-19) pandemic. Contract #CT3725 was signed on April 15, 2020 under Resolution #19-20.22. This agreement is from April 15th, 2020 through June 30, 2020.</p> <p>This service provides National School District families access to Care Solace's web-based care navigation system. Staff may also access this system to connect students and families to social emotional healthcare with qualified providers and resources.</p>
Comments:	<p>Challenges due to the recent Coronavirus (COVID-19) can be extremely stressful for families. As a result, data are showing that mental health issues such as anxiety and depression are on the rise. Left untreated, these issues often lead to increased domestic violence, child abuse, and suicide.</p> <p>Care Solace coordinates mental health care services and assists families through processes related to insurance, provider availability, wait times and scheduling. Care Solace can be accessed 24 hours per day, seven days per week.</p> <p>The contract cost per student is \$2.50.</p>
Recommended Motion:	Ratify contract #CT3725 between National School District a California public school district and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company.
Financial Impact:	<p>Contract cost: \$2,750 for the term April 15, 2020 to June 30, 2020</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One time cost</p> <p>General Fund</p>
Attachments:	CT3725

GENERAL SERVICE AGREEMENT

This General Service Agreement (the “Agreement”) dated the 15th of April, 2020 between National School District a California public school district (the “Client”) and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (the “Provider”). The Client and the Provider may be referred to individually as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, the Client believes that the Provider has the necessary qualifications, experience and abilities to provide services to the Client.

WHEREAS, the Provider agrees to provide such services to the Client on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Services/Scope of Work.** Provider owns and operates a website located at the URL caresolace.com which provides information related to treatment options for various forms of mental health (the “Main Site”). Pursuant to the terms and conditions of this Agreement, Provider will provide a collection of tools and services (the “Services”) to manage and operate a version of the Main Site that is branded with Client’s name (the “Branded Site”). Provider will do everything to ensure site is live in April 2020. Provider will provide access to the Branded Site to Authorized Users, consisting of staff and students (and their parents) of Client (the “Client Community”), on a Software-as-a-Service (“SaaS”) basis pursuant to the terms and conditions set forth in Exhibit A. In the event of any conflict between the provisions of this Agreement and Exhibit A, the terms of Exhibit A shall control.

1.1. The Provider will provide access to the Client to the following non-personally identifiable data collected from the Client Community: number of visitors, matches and phone appointments. Personally identifiable data collected by Provider pursuant to this Agreement will be handled by Provider in accordance with the privacy policy and terms of use posted on the Branded Site. Provider and Client each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, California Education Code section 49073.1, the Student Online Personal Information Protection Act (California Business & Professions Code § 22584), the Children’s Online Privacy Protection Act, and The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

1.2. Provider shall staff its customer support center during the hours from 7:30am to 8:30pm Pacific Time, Monday through Friday (the “Business Hours”) to provide telephone support. Through such representatives, Provider will use reasonable efforts to resolve computer and software malfunctions and user errors promptly, in response to technical support requests made by Authorized Users. In addition, email support will be

provided during non-Business Hours and Provider will use commercially reasonable efforts to respond to email support inquiries in a timely manner.

1.3. The Provider will ensure that each treatment provider whose information is included in the Branded Site (“Treatment Providers”) satisfies the Provider’s vetting process, which shall include, at a minimum, the following elements:

1.3.1. Confirmation that the treatment provider has provided services for no less than five (5) years;

1.3.2. A review of the treatment providers’ licensure status with the applicable State licensing authority;

1.3.3. Confirmation that the treatment providers’ are accredited by JACHO, CARF or similar accreditation organization;

1.3.4. Review of listing surveys from accreditation organizations to determine pending lawsuits;

1.3.5. Review by Provider’s ethics and standards advisory board.

2. Implementation for Client.

2.1. Client agrees to the following implementation plan for those in need through the following channels:

2.1.1. Provider will provide access to the Services through a dedicated URL for Client (example: caresolace.com/district/[Client name]) (the “URL”). Designated representatives of Client will be provided with access to a dashboard to track non-individually identifiable information related to the number of visitors to the URL, number of matches and number of phone appointments scheduled via the Services. In the event that Client desires to obtain individually identifiable information from Provider related to an Authorized User, Client shall obtain and deliver to Provider a duly executed written authorization from such Authorize User, or his or her legal guardian (if applicable), in a form acceptable to Provider. With respect to the use by Client, or by Client’s agents or employees, of the Branded Site or the Services, Client agrees to comply, and to cause its employee and agents to comply with The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99).

2.1.2. Provider will provide the URL to the Client Community to include: mental health, counselors, principals, HR directors, PTAs, students and parents.

2.1.3. Provider to set up onsite or virtual walk thru of the Services so personnel know about the features and functionality of the Services.

2.1.4. Provider to assist in implementing the URL on school websites and the Client site as a resource for parents and students, as desired. Provider grants Client a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a

hypertext reference link ("Link") to the initial, top level display of the Branded Site, as identified by the URL solely for the purpose of linking any website owned or controlled by Client to the Branded Site.

2.1.5. Client may send out parent and student notification to every email and text with the URL and short template of the new and accessible resource for anybody in need every quarter.

2.1.6. Provider to provide backpack mailer templates and email/text templates for delivery each quarter or 4 times per year so people are reminded there is a tool that is confidential for anyone in need.

2.1.7. Provider will provide all the professional development, training, coaching and on-going support to key stakeholders to include: mental health team, psychs, counselors, assistant principals, principals, HR staff, district leadership and PTAs.

2.1.8. On boarding district staff requires (2-4) 30-40 minute sessions to get set up and showcase how the system works.

3. Term of Agreement.

3.1. The initial term of this Agreement (the "Term") will begin on April 15th, 2020 through June 30, 2020. After the initial term is complete there will be a 1-year renewal (each a "Renewal Term"), however client can opt out of any renewal term by giving Provider a 30-day written notification prior to the renewal date. However, the maximum term is 5 years, pursuant to Education Code section 17596.

3.2. At any time, Client can cancel the Agreement after 30-days' written notice to the Provider.

4. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and will use their best efforts to ensure the awareness and positioning of the Provider tool is accessible throughout the community.

5. Currency. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

6. Compensation. For services rendered by the Provider under this Agreement, the Client will provide compensation to the Provider as follows:

- \$2,750 per the initial term only for 24X7 mental health services; NSD will pay full amount to Care Solace
- 2020-2021 fiscal school year cost will be \$13,840 per year (5,536 enrollment based on ed-data.org).

- The amounts set forth above shall be earned by Provider when paid and shall not be subject to pro-rata in the event of the termination of this Agreement prior to the end of any Term or Renewal Term.

7. **Notices.** All notices, requests, demands or other communications between the Provider and the Client shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to the Client: National School District
1500 N Avenue National City CA 91950-4827
Attention: Dr Leighangela Brady–
Superintendent of Schools
Email: lbrady@nsd.us

If to the Provider: Addiction Treatment Technologies, LLC DBA: Care
Solace
1596 North Coast Hwy 101
Encinitas, CA 92024
Attention: Chad A. Castruita
Email: chad@caresolace.org

Any Party may change the address or persons to which notices are to be sent to it by giving written notice that such change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

8. **Dispute Resolution.**

8.1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

8.2. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to a court of law representing the laws of the State of California. The court award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

9. **Indemnification.**

9.1. Each Party (the “Indemnifying Party”) shall at all times indemnify and hold harmless the other Party and said other Party’s successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, volunteers and employees (collectively, the “Indemnified Parties”) from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorney’s fees, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, neither Party shall be obligated to indemnify an Indemnified

Party for liability to the extent it is established by final adjudication that such Indemnified Party contributed to the liability via willful misconduct, or sole negligence for which that Indemnified Party is legally responsible. Each Party's obligations under this indemnity contract shall survive the completion or termination of the project.

9.2. During the term of this Agreement, Provider shall obtain and maintain commercial general liability insurance and Errors & Omissions (E&O) insurance, with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance naming Client as an "Additional Insured."

10. **Conflict of Interest Provision.** Provider shall comply with all state and federal healthcare referral and anti-kickback statutes. Provider represents and warrants that it does not have an ownership interest in any of the treatment providers whose information appears on the Branded Site.

11. **Privacy Policy/Terms of Use.** The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

12. **Prevailing Party.** In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable attorneys' fees and costs associated with the action.

13. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

14. **Assignment.** The Provider will not assign or otherwise transfer its obligations under this Agreement without the written consent of Client.

15. **Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

16. **Titles/Headings.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

17. **Governing Law.** It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

18. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

20. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

21. **Authority to Execute Agreement.** Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

**Addiction Treatment Technologies, LLC (“Provider”)
DBA: Care Solace**

Printed Full Name: Chad A. Castruita

Signature:  _____

NSD (“Client”)

Printed Full Name: _____

Title: _____

Signature: _____

Board Approval Date: _____

EXHIBIT A

SaaS TERMS AND CONDITIONS

This Exhibit is attached to and made a part of the General Service Agreement between the parties. The terms and conditions set forth below apply to the use of the Services, along with any amendments to the Terms and any operating rules or procedures that may be published from time to time by Provider. Capitalized terms used in this Exhibit which are not defined here shall have the meaning ascribed to them in the Agreement.

1. Definitions.

1.1 "Client Data." Client's information or other data processed, stored or transmitted by, in or through the Services.

1.2 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.3 "Provider Technology." The computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services.

1.4 "Third-Party Vendor." Provider's vendors who provide products, services and other resources to enable the Services.

2. Services and Terms. The Services are provided to Client subject to these Terms and Conditions. This is an Agreement for Services, and Client is not granted a license to any software by this Agreement.

3. Use Restrictions. Client covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Client will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

4. Security. Client and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their links to the Internet. As part of the Services, Provider shall implement reasonable security procedures consistent with prevailing industry standards to protect Client Data from unauthorized access; provided,

however, unless resulting from the failure of Provider to perform the forgoing obligations, the parties agree that Provider shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Provider at the time. Provider will promptly report to Client any unauthorized access to Client Data promptly upon discovery by Provider, and Provider will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, Client shall be solely responsible for any and all such notifications at its expense.

5. Monitoring of Client's Use. Provider reserves the right to internally monitor Client's usage of the Branded Site and Services.

6. No Commingling of Client Data. The Services shall be operated in an environment where (i) all Client Data shall be stored on files totally separate from those of other customers of Provider, or (ii) all files containing Client Data are partitioned sufficient to protect the security and privacy of Client Data.

7. Content.

7.1 Content Entry. "Content" means any information that Client may generate, provide, store, post, transmit or upload in connection with the Service, such as data files, written text, software, music, graphics, stylized logos, photographs, images, sounds, videos, messages and similar materials. As between Provider and Client, Client retains title to Content. Client agree that Client shall not include Content that is or gives rise to, and Provider may (but is not required to) refuse or remove Content that it determines in its sole discretion to be, (a) unlawful, offensive, threatening, harmful, libelous, defamatory, pornographic, gambling-related, obscene, racist, infringing or otherwise objectionable; (b) not wholly-owned by or validly licensed to Client; (c) a violation of a third party's intellectual property rights; (d) a breach of this Agreement; and/or (e) a violation of the terms and conditions, as modified from time to time, of Provider or its vendors who provide products, services, and other resources to enable the Services.

7.2 Submission. Once Client submits required Content to Provider, Client (a) authorizes and appoints Provider to integrate the Content with its proprietary solution to create the Branded Site; (b) will provide Provider with all information including modified Content that it requests in connection with such

integration; (c) grant Provider the right to distribute or otherwise make the Branded Site available in accordance with the terms of the Agreement.

8. Technical Contacts. Client shall designate one of its employees as its principal contact for communicating with Provider regarding technical issues hereunder. Client may change its technical contact from time to time by written notice to Provider.

9. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Branded Site, Services, and Provider Technology shall remain exclusively vested in and be the sole and exclusive property of Provider and its licensors. In addition Client hereby transfers and assigns to Provider any rights Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client personnel relating to the Service.

10. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (i) non-public aspects of Provider's Site and the operation thereof, Provider Technology, and the Services and additional services provided by Provider, and Provider's business and technical information, and data, and (iii) Client Data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential

Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

11. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Client agrees that Provider is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Provider.

12. Client Representations and Warranties.

12.1 Client represents and warrants that: (a) the Content does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations and use of the Services (by Client and its Authorized Users) will not (i) violate any applicable laws, or regulations, or (ii) cause a breach of any agreements with any third parties.

12.2 In the event of any breach by Client of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Provider will have the right to suspend immediately any Services if deemed reasonably necessary by Provider to prevent any harm to Provider and its business. Provider will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach.

13. Provider Representations and Warranties. Provider represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Client will not violate any applicable laws or regulations of the United States. In the event of a breach by Provider of the

foregoing warranties, Client's sole remedy is termination of this Agreement upon written notice to Provider.

14. Indemnity. Each Party (the "Indemnifying Party") shall at all times indemnify and hold harmless the other Party and said other Party's successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorney's fees, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, neither Party shall be obligated to indemnify an Indemnified Party for liability to the extent it is established by final adjudication that such Indemnified Party contributed to the liability via willful misconduct, or sole negligence for which that Indemnified Party is legally responsible. Each Party's obligations under this indemnity contract shall survive the completion or termination of the project.

15. Warranty. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, NONINFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. PROVIDER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, RISK OF INJURY TO CUSTOMER'S OR ANY USER'S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE OR COMMERCIAL ADVANTAGE. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

16. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY

THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

17. Liability Cap. Liability will not exceed the total general liability insurance amount in the provider's certificate of insurance pursuant to the Agreement.

18. Publicity and Branding. Client agrees that Provider may (a) publicize Client's name, the fact of the Branded Site and Client's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

19. Options for Infringement Claims. If any party is enjoined from using the Provider Technology, or if Provider believes that the Provider Technology may become the subject of a claim of intellectual property infringement, Provider, at its option and expense, may: (i) procure the right for Client to continue to use the Services; (ii) replace or modify the Provider Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Provider shall refund to Client any and all subscription fees paid in advance by Client for those Services not provided by Provider and provide, at Client's request and free of charge, the Client Data in a database document format. This Section and the preceding Section sets forth the entire liability of Provider to Client for any infringement by the Provider Technology or Services of any intellectual property right of any third party.

20. Termination for End of Life. Notwithstanding anything contained in this Agreement to the contrary, in the event that Provider determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing customers, Provider may terminate this Agreement at any time by providing thirty (30) days prior written notice to Client.

21. Termination For Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any subscription license fee or reimbursement due and payable to Provider under this Agreement, the non-defaulting party may terminate this

Agreement upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

22. Transition Services. If Client is current in all payments due to Provider at the time of expiration or termination hereof, Provider shall provide to Client its Client Data in a standard database document format readily available to Provider at no additional charge. If Client requests the Client Data in a non-standard format, Client shall pay to Provider a reasonable fee for technical services as determined by Provider.

23. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to Provider hereunder.

24. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

25. Miscellaneous. This Agreement shall be construed under the laws of the State of California, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other

provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

Agenda Item: **10. HUMAN RESOURCES**

Agenda Item: **10.A. Approve Memorandum of Understanding with the National City Elementary Teachers Association (NCETA) and National School District (NSD) for negotiable impacts and effects of the working environment during the distance learning COVID-19 pandemic.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent Human Resources

Quick Summary / Abstract: The District and the National City Elementary Teachers Association (NCETA) have reached a tentative agreement regarding the impacts and effects of the working environment of distance learning during the COVID-19 pandemic.

Comments: Components of the Tentative Agreement include:
1. Leaves
2. Distance Learning
3. Professional Standards

Recommended Motion: Approve Memorandum of Understanding with the National City Elementary Teachers Association (NCETA) and National School District (NSD) for negotiable impacts and effects of the working environment during the distance learning COVID-19 pandemic.

Attachments:
MOU: National School District and NCETA 2020

**MEMORANDUM OF UNDERSTANDING BETWEEN
NATIONAL SCHOOL DISTRICT
AND
NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION
REGARDING COVID-19 CORONAVIRUS**

March 31, 2020

This Memorandum of Understanding is agreed between the National School District ("District") and the National City Educators Association ("NCETA"), collectively referred to hereinafter as "the parties," concerning the District's response to the coronavirus (COVID-19) epidemic and an extended school closure.

1. The District shall comply with requirements of California Executive Department Executive Order N-26-20 and future orders as they are provided.
2. During the period that District school sites are closed due to COVID-19 epidemic, unit members will not suffer any loss of pay or benefits, but shall continue in paid status while performing work duties remotely as provided in this MOU.
3. Leaves
 - a. Effective Monday, March 16, 2020, which was the first day of the school closures, and for the duration of this MOU, unit members will not have any available leaves balances deducted unless they were/are unable to work remotely during this time period for an authorized reason (e.g., sick leave, personal necessity leave). Unit members who are unable to work remotely for an authorized reason must go through normal absence reporting procedures.
 - b. During the period that schools are closed by order of any local, state or federal agency, including the District, the paid status of a unit member, whether paid or unpaid, will continue as previously scheduled during the period of school closures and while unit members are required to work remotely. This includes that the District will proceed in deducting from previously scheduled and approved leaves (e.g., maternity or parental leaves, FMLA, industrial accident or illness), unless the unit member requests to rescind the leave and is available to work remotely.
 - c. Unit members who may have been or were potentially exposed to COVID-19, or who otherwise request a leave of absence for reasons set forth in the Families First Coronavirus Response Act, may use all available paid and unpaid leaves, including Emergency Paid Sick Leave and Emergency Family and Medical Leave Expansion.

4. Safety

- a. When school sites are reopened, the District will provide hand soap/sanitizer for every classroom and bathroom, hand soap/sanitizer around every campus with at least one per building, and access to hand soap/sanitizer for each unit member who does not have a traditional classroom.
- b. The District will ensure that all sinks (including those located in unit member break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning with hot water where possible and kept stocked with soap and paper towels.
- c. The District will ensure that every classroom (including desks, tables, chairs, counters, cabinets) is cleaned and sanitized prior to unit members being required to return. Unit members shall not be required to clean or sanitize classrooms in relation to possible COVID-19 exposure.
- d. The District will comply with Cal-OSHA guidelines.

5. Closures

- a. Unit members will be notified by District email or phone about any further school closures, including any decisions to extend school closures once they are scheduled to reopen.
- b. Unit members shall not be directed or required to report to their worksite while their worksite is closed due to COVID-19.
- c. Upon State/County/District declaring schools are safe to reopen, the District shall provide at least 48 hours' notice to all unit members to return to work in order to prepare for the return of students. When schools are to reopen, unit members will be provided at least one full day for individual classroom preparation prior to the return of students apart from staff meetings or professional development.

6. Distance Learning

On March 13, 2020, Governor Gavin Newsom issued Executive Order N-26-20 regarding the physical closure of schools by local educational agencies (LEAs) in response to the COVID-19 pandemic. The order provides that even if schools close temporarily because of COVID-19, LEAs will continue to receive state funding for those days so they can continue delivering educational opportunities to students to the extent feasible through, among other options, distance learning.

- a. The District and NCETA recognize the importance of maintaining safe learning opportunities for the benefit of the students and the communities served by the District, its teachers and staff. For the purpose of this MOU, "distance learning" means instruction in which the student and instructor are in different locations. Methods could include-online instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication as outlined in the California Department of Education's distance learning guidance.
- b. The Parties recognize that NCETA members are certain to be impacted in their professional and personal lives. In an effort to alleviate those impacts, the District wishes to allow teachers and students to engage in a unique delivery model (Distance Learning) that will provide unit members an alternative method of delivering instruction that does not require them to physically report to work and ensure that students are able to continue learning. Unit members will utilize Google Classroom or District approved platforms as their primary method for distance learning. Supplemental methods may include those illustrated in paragraph (a), above. Please see attached document with list of available resources.
- c. April 6-10 Planning and Preparation
 - i. Unit members may pick up laptops, instructional materials, etc. from the work site as needed. A schedule will be established for each site to follow, ensuring compliance with the health and safety guidelines. For the duration of the school closure period, unit members will not be held liable for damage to their District laptop except in cases where damage was caused by the unit member's negligence while in care of the laptop.
 - ii. Unit members will have time to plan educational opportunities and/or check-ins with students. The District will provide unit members with technical support and assistance throughout the duration of the school closures, to help ensure they are able to effectively engage in distance learning.
- *. During the Week of April 13
 - i. The District will assist teachers, students, and families with a soft launch of the distance learning program.
- d. Beginning April 20
 - i. To the best of their ability, unit members will provide flexible educational opportunities through Distance Learning as provided in this MOU.
 - ii. Distance Learning activities provided to students will include teaching, engagement, and review through Google Classroom and other online

learning resources approved by the District. The purpose of such distance learning instruction and related educational activities is to teach students essential standards and content, and to keep students working toward end-of-year expectations. Unit members will provide their students with feedback on work and assignments that are turned in for review. Feedback will be provided to students as a means to support their development, rather than negatively impacting their achievement. To this end, students will be “held harmless,” meaning they will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time. The parties understand that these parameters may change by, forthcoming guidelines by the California Department of Education.

- iii. Unit members shall use their professional discretion when providing distance learning opportunities to their students, and shall not be required to submit lesson plans, or any other kind of evidence or documentation, absent reasonable cause that the unit member is not engaging in distance learning to the best of their ability.
- iv. Unit members shall check their emails for updates and respond, if a response is necessary, in a timely manner. Barring unforeseen circumstances, unit members shall check their emails daily.
- v. Unit members who do not have a class roster (Enrichment, APE, RSP Teachers, SLP’s, psychologists, counselors, district resource teachers, Impacts, RLAs, etc.) shall, to the best of their ability, provide support to students, families and classroom teachers, which may include providing lessons, activities, or other support which is consistent with regular assignments and job descriptions.
- vi. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). In addition to District provided curriculum, unit members may use supplemental instructional platforms of their choice for Distance Learning. Unit members may collaborate with their colleagues to plan and deliver the lessons. Recognizing this unique situation, unit members may determine amongst themselves the time and manner of collaboration. Unit members will make themselves available for virtual staff meetings in accordance with applicable provisions of the NCETA-NSD Collective Bargaining Agreement and current practice. Should unit members not be available due to unavoidable circumstances, the staff member may view a recorded meeting or make other arrangements with the principal.

- vii. Unit members will be expected to provide all necessary and appropriate instruction, resources and support to students to help ensure students are successful in distance learning. To ensure consistency while unit members and students are in different locations, instruction shall occur during regular school hours throughout the emergency school closure, and shall be communicated to students and site administrators. Recognizing the unique nature of distance learning and the COVID-19 emergency, unit members will also have flexibility to adjust their daily schedules, as needed and appropriate, within the unit member's professional discretion and by providing sufficient advance notice whenever possible to students and site administrators.
- viii. The distance learning coursework and lessons provided to students shall, as outlined above, have the intention of promoting continuity of learning while students are not in school. In addition to distance learning, unit members may provide their students with enrichment, intervention, and/or exposure to new material. The pace of distance learning instruction and supplemental activities shall be at the discretion of the teacher based on the needs of one's students.
- ix. Unit members required to engage in distance learning through online means (e.g., Google Classroom) will be informed of and adhere to the applicable Acceptable Use Policy. The District remains responsible for notifying parents/guardians of the applicable Acceptable Use Policy for student use of online instruction. All such uses continue to be subject to applicable laws and District policies. Teachers will not be required to conduct live video over their objection, pursuant to Education Code section 51512.
- x. The parties understand that the same distance learning methods provided to general education students may not always be effective for special education students. As such, the appropriate distance learning method for special education students will be determined by the student's IEP, if applicable, and in accordance with federal and state guidelines. The parties will regularly consult, and negotiate if appropriate, regarding the provision of distance learning to special education students.
 - 1. Service providers will prepare distance learning activities to the best of their ability to be completed at home as appropriate.
 - 2. Teachers and service providers of students with disabilities will make a reasonable effort to communicate with students and/or the parent/guardian as appropriate.
- xi. Unit members will not be adversely evaluated or disciplined for engaging in distance learning to the best of their ability. While engaging in distance

learning, unit members will continue to adhere to the District's professional standards for certificated employees (Board Policy 4119.21). Unit members shall not be disciplined for inappropriate behavior of people in their own household or students while they are engaging in distance learning, to the extent that such behaviors are out of the unit member's control.

This Memorandum of Understanding resolves known negotiable effects of school closures due to the COVID-19. NCETA and the District reserve the right to negotiate any additional impacts of school closures in the 2019-20 school year based on new guidance, directives from any state or federal agency or should new circumstances arise.

The terms and conditions set forth in this MOU shall be subject to the terms of Article 12, Grievance Procedure, as outlined in the parties collective bargaining agreement.

This MOU shall not be precedent setting nor form any basis. It is agreed and understood that this agreement is subject to the approval of NCETA and the approval of the Board of Education.

This MOU shall expire on June 30, 2020, or when it has been deemed by Public Health Officials and the District that it is safe to return prior to June 30, 2020. Should the school closures extend beyond the expiration of this MOU, the parties shall meet again to meet and confer and bargain over the impacts and effects of the extended closures.

Leticia Hernandez (Signed Electronically)
NATIONAL SCHOOL DISTRICT

Dated 3/31/20 4:19 p.m.

Irma Sanchez (Signed Electronically)
NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

Dated 3/31/20 4:19 pm

Agenda Item:	10.B. Approve Memorandum of Understanding with the California School Employees Association (CSEA) and its National Chapter 206 and the National School District (NSD) and its negotiable impacts and effects of the working environment during the COVID-19 pandemic.
Speaker:	Dr. Leticia Hernandez, Assistant Superintendent Human Resources
Quick Summary / Abstract:	National School District (NSD) and the California School Employees Association (CSEA) and its National Chapter 206 and have reached a tentative agreement on the negotiable impacts and effects of the working environment during the COVID-19 pandemic.
Comments:	<p>Components of the Tentative Agreement include:</p> <ol style="list-style-type: none"> 1. Sharing of information about spread of illness. 2. Safety and training 3. Leaves due to COVID-19 4. No loss of pay 5. Additional school days 6. Duration of Agreement 7. Grievance Procedure 8. Compliance with governmental orders
Recommended Motion:	Approve Memorandum of Understanding with the California School Employees Association (CSEA) and its National Chapter 206 and the National School District (NSD) and its negotiable impacts and effects of the working environment during the COVID-19 pandemic.
Attachments:	MOU: National School District and CSEA 2020

PROPOSED MEMORANDUM OF UNDERSTANDING ABOUT CORONAVIRUS RESPONSE

This memorandum is agreed between National School District ("District") and the California School Employees Association and its National Chapter 206 ("CSEA") concerning the District's response to the coronavirus ("COVID-19") pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) **Sharing of information about spread of illness:** The District will inform CSEA as soon as practicable should it learn of a confirmed coronavirus infection of a District employee and the District has reason to believe that a CSEA unit member could have been exposed to that employee at a District work site, according to applicable law.
- 2) **Training and implementation of public health measures:** The District will provide information and train unit members in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District shall also make available to all unit members any safety equipment necessary to safely complete assigned tasks. The parties acknowledge that some of these resources (e.g., hand sanitizer, masks and gloves) are currently in short supply and in high demand by medical professionals, but that the District will make reasonable efforts to secure them if available. When necessary safety equipment is not available to unit members to safely accomplish tasks, unit members will not be directed to work in an unsafe work environment. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Unit members are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
- 3) **Leaves due to COVID-19 related events:** In the event a unit member is exposed to COVID-19 or is taken ill with COVID-19, or who otherwise request a leave of absence for reasons set forth in the Families First Coronavirus Response Act, may use all available paid and unpaid leaves, including Emergency Paid Sick Leave and Emergency Family and Medical Leave Expansion, without fear of reprisal. Families First Coronavirus Response Act Leave shall be the first set of Leave to be exhausted prior to other forms of Leave.

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Other forms of leave: Unit members who have exhausted accrued sick leave may use extended sick leave as provided for by law and the collective bargaining agreement. The District shall support childcare related requests by unit members as provided for in the collective bargaining agreement and applicable laws, including the Families First Coronavirus Response Act and Labor Code section 230.8.

Unit members seeking to take any leave of absence during school closures must follow standard absence reporting procedures.

- 4) **No loss of pay during COVID-19 related closures or curtailments:** For the duration of time that District schools and/or offices are closed due to the risk of a spread of the COVID-19 virus, unit members will not suffer the loss of any pay or benefits relative to their regular schedules for the period of closure. To ensure the District can financially meet this obligation, CSEA agrees to support the District's efforts to comply with the Governor's Executive Order N-26-20.
- 5) **Additional school days:** If either party has an interest in scheduling make-up student instructional days, or if the state requires make-up student instructional days, the parties will promptly meet and negotiate.
- 6) **Duration of Agreement:** This agreement shall remain in effect through June 30, 2020. The District and CSEA shall meet by the second week of July if either party wishes to negotiate extension of this agreement or new Coronavirus (COVID-19) related bargainable impacts and effects not covered in this agreement.
- 7) **Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in Article 20 of the parties' collective bargaining agreement.
- 8) **Compliance with further governmental orders:** The parties recognize that the COVID-19 pandemic ~~epidemic~~ is evolving and so is governmental response. The parties will comply with further legal mandates by state, federal and local officials, and they will bargain as needed over the effects of such further legal mandates ~~directives~~, to the extent not already addressed in this MOU.

LA MK

Dated 4-14-20

By: Leticia Hernandez
Leticia Hernandez, Ed.D.
Assistant Superintendent, Human Resources
For District

Dated 04-10-2020

By: Mona Ribada
Mona Ribada
CSLEA President
For California School Employees Association

Dated 04-10-2020

By: Alfredo Alvarez
Alfredo Alvarez
For California School Employees Association

ME

Agenda Item: **10.C. Adopt Resolution #19-20.27 in recognition of Certificated School Employee Week, May 4-8, 2020.**

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

Quick Summary / Abstract: Each year the National School District recognizes certificated employees during May. This is a time to honor certificated employees for the contributions they make to the District and to the education of our students.

Comments: Certificated employees will be recognized during the week of May 4-8, 2020.
See attached resolution.

Recommended Motion: Adopt Resolution #19-20.27 in recognition of Certificated School Employee Week, May 4-8, 2020.

Attachments:
Resolution #19-20.27

National School District Resolution

#19-20.27

**IN RECOGNITION OF CERTIFICATED SCHOOL EMPLOYEES AND DESIGNATING,
MAY 4-8, 2020 AS CERTIFICATED SCHOOL EMPLOYEE WEEK**

WHEREAS, education is the most vital activity that we, as a society, undertake to ensure the well-being of the nation; and

WHEREAS, education is in large measure the result of the talent and commitment of certificated school employees; and

WHEREAS, education is a profession characterized by skill, knowledge, discipline, tenacity, and creativity in the delivery of instruction; and

WHEREAS, certificated school employees are a source of caring, counseling, empathy, warmth, and love; and

WHEREAS, certificated employees deserve widespread recognition and gratitude for their service; and

WHEREAS, certificated employees in the National School District work in earnest *to create successful learners* through motivation, will, and compassion; and

WHEREAS, certificated employees in the National School District have made a significant difference in the lives of students in our community schools;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the National School District and the District Superintendent express their gratitude and commend all certificated school employees for their service to the National School District and designate the week of May 4-8, 2020, as the “Certificated School Employee Week;” and

BE IT FURTHER RESOLVED, that the Governing Board of the National School District and the District Superintendent encourage activities to recognize and honor National School District teachers on this day.

Resolution #19-20.27

April 22, 2020

Page 2

PASSED AND ADOPTED this 22nd day of April 2020, at the regular meeting of the National School District Governing Board.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **10.D. Adopt Resolution #19-20.28 in recognition of Classified School Employee Week, May 18-22, 2020.**

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

Quick Summary / Abstract: Each year the National School District recognizes classified employees during May. This is a time to honor classified employees for the contributions they make to the District and to the education of our students.

Comments: Classified employees will be recognized during the week of May 18-22, 2020.

See attached resolution.

Recommended Motion: Adopt Resolution #19-20.28 in recognition of Classified School Employee Week, May 18-22, 2020.

Attachments: Resolution #19-20.28

National School District

Resolution

#19-20.28

IN RECOGNITION OF CLASSIFIED EMPLOYEES AND DESIGNATING MAY 18–22, 2020, AS CLASSIFIED SCHOOL EMPLOYEE WEEK

WHEREAS, classified employees serve the students of National School District through their work at the National School District; and

WHEREAS, classified employees significantly assist the National School District in its commitment to and enhance quality educational programs and services to the children of National School District; and

WHEREAS, classified employees, individually and collectively, set an exemplary standard of performance and commitment; and

WHEREAS, classified employees provide knowledge, skills, and expertise that are relied upon by staff throughout the District.

WHEREAS, the California Department of Education recognizes the third full week in May as Classified School Employees Week; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the National School District and the District Superintendent express their gratitude and commend all classified employees for their service to the National School District and designate the week of May 18–22, 2020, as “Classified School Employee Week.”

PASSED AND ADOPTED this 22nd day of April 2020 at the regular meeting of the National School District Governing Board.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **10.E. Adopt Resolution #19-20.29 in recognition of the Week of the School Administrator, May 25–29, 2020.**

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

Quick Summary / Abstract: Each year the National School District recognizes Administrators during May. This is a time to honor certificated and classified administrators for the contributions they make to the District and to the education of our students.

Comments: Administrators will be recognized during the week of May 25–29, 2020.
See attached resolution.

Recommended Motion: Adopt Resolution #19-20.29 in recognition of the Week of the School Administrator, May 25–29, 2020.

Attachments: Resolution #19-20.29

National School District Resolution

19-20.29

IN RECOGNITION OF SCHOOL ADMINISTRATORS AND DESIGNATING MAY 25-29, 2020 AS SCHOOL ADMINISTRATOR EMPLOYEE WEEK.

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders and other school district employees who are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities, fellow administrators, teachers, parents, students, businesses, community members, Board trustees, colleges and universities, community and faith-based organizations, elected officials and District and county staff and resources--to promote ongoing student achievement and school success.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the National School District and the District Superintendent express their gratitude and commend all school administrators for their service to the National School District and designate the week of May 25-29, 2020, as “School Administrator Employee Week.”

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 22nd day of April 2020, by the following vote:

Resolution #19-20.29
April 22, 2020
Page 2

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **11. BUSINESS SERVICES**

Agenda Item: **11.A. Ratify contract #CT3408 with MCF Consulting, Inc for Medi-Cal Administrative Activities (MAA) Program for the 2018-2019 and 2019-2020 billing cycles.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: Ratification of this item will allow National School District to collect reimbursement revenue generated by MCF Consulting during the 2018-2019 and 2019-2020 billing cycles.

This service was approved by the Board under the name of "Practi-Cal" on the annual maintenance agreements and service contracts. MCF Consulting processes the data for Practi-Cal, and is the entity submitting the invoice. Therefore, accessing funds require a separate contract for MCF Consulting in lieu of the original Practi-Cal contract.

Comments: Districts are entitled to claim reimbursements for certain expenses incurred in providing services to California Medi-Cal recipients.

Since 2015-16, National School District has been using CSBA Practi-CAL surveys based on a "Random Moments in Time" system that are then processed by MCF Consulting. Investment in this service has generated the following reimbursement revenue over the past years:

FY15-16 - \$30,142.62
FY16-17 - \$29,201.07
FY17-18 - \$134,257.59
FY18-19 - \$247,952.88
FY19-20 - \$128,888.74 (as of April 9, 2020)

Ratification of this contract is necessary to collect funds generated in 2018-19 of \$247,952.88, as well as any funds generated through June 30, 2020. Current reimbursement revenue for 2019-20 is \$128,888.74 (as of April 9, 2020).

Recommended Motion: Ratify contract #CT3408 with MCF Consulting, Inc for Medi-Cal Administrative Activities Program for the 2018-2019 and 2019-2020 billing cycles.

Financial Impact: Contract cost: Not to exceed \$12,250
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3408



MEDI-CAL ADMINISTRATIVE ACTIVITIES PROGRAM (MAA)
RANDOM MOMENT TIME SURVEY (RMTS)

SERVICE AGREEMENT

This Agreement is made and entered into by and between MCF Consulting, Incorporated (hereinafter referred to as MCF) and the **National School District** (hereinafter referred to as "LEA") for services related to claims for reimbursement for Random Moment Time Survey (hereinafter referred to as "RMTS") in accordance with United States and California laws.

RECITALS

1. MCF is a California corporation (Federal tax ID #) which provides services to local education agencies related to reimbursements under the United States Medicaid and California Medi-Cal programs, and various other services and products to local education agencies and other clients.
2. LEA is a California local education agency entitled to claim reimbursements for certain expenses incurred in providing services to California Medi-Cal recipients. LEA desires to use the services of MCF in training its employees and assisting the LEA in filing reimbursement claims.

AGREEMENT

In consideration of the provisions herein, the parties hereto agree as follows:

1. MCF agrees to assume the following responsibilities:
 - A. RMTS/MAA Program Assessment: Review with key staff the MAA related tasks currently being performed. Advise the LEA in the formation of any MAA activities it might decide to begin or expand. Continual review of areas where the California Department of Health Care Services (hereinafter referred to as "DHCS") and the Centers for Medicare and Medicaid Services (hereinafter referred to as "CMS") might make the rules easier to follow or where they might expand the State claiming components.
 - B. Medi-Cal Percentage Calculation: Maintain this information at the school site level to maximize reimbursement.
 - C. Provider Certification Verification: Prepare the certification for LEA signature and deliver it to the appropriate designated government official or its designee.
 - D. RMTS Program Development: Assist the District MAA Coordinator with RMTS system requirements, District I.T. communications, and assist District MAA Coordinator with other RMTS system requirements as necessary.
 - E. Identification of RMTS participants: Present to management, in plain language, who is allowed to bill and for what. Identify the costs and benefits of each component, allowing management to make rational decisions.

- F. RMTS Time Survey Training: “Localize” and convert RMTS/DHCS language into school based terms.
- G. Claims Processing, Submission and Reconciliation: Assist LEA in providing these services.
- H. Quarterly Program Reports: Provide quarterly program reviews, or reviews at whatever intervals are useful to the LEA.
- I. Other Related RMTS services as requested by the District.

2. LEA agrees to assume the following responsibilities:

- A. Meetings: Meet with MCF representatives at reasonable intervals to implement and review program progress.
- B. Access Records: Make all necessary LEA records available for MCF to review at the LEA offices at intervals necessary for MCF to fulfill its responsibilities.
- C. Timely Execution of Claim Forms: Sign and return to MCF such MAA documents necessary to file claims within five days after receipt from MCF.
- D. Payment for Services: MCF fees shall be paid within 30 days after receipt.
- E. Student Data: Provide an electronic file of student data at least once during each calendar quarter.
- F. Financial Data: Provide financial data for claim preparation within 60 days of each quarter end based upon MCF requests.

TERMS and DURATION

This Agreement shall include the claim period starting July 1, 2018 and shall continue until the filing of the final MAA claim for the quarter ending June 30, 2020. The fee amount will be based upon actual hours performed by MCF at the following hourly rates and will be billed quarterly during the year.

Director	\$175 per hour
Manager	125 per hour
Support staff	85 per hour

The annual fee amount will not exceed **\$10,000**. ***This fee amount is subject to reimbursement in accordance with program guidelines (%50).*** This agreement will automatically renew for subsequent one year periods unless either party submits a notification of termination within 60 days of the renewal period.

OTHER PROVISIONS

1. Typewritten and handwritten provisions inserted into this Agreement shall control all printed provisions in conflict therewith, provided that such changes are initialed by both parties.
2. No agreement or representation, unless reduced to writing and signed by both parties, shall be binding on either party.
3. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators and successors of the parties hereto.
4. This agreement may only be amended or modified in writing executed by both parties. No oral waivers or extensions shall be binding on the parties.
5. This agreement shall be construed in accordance with the laws of the State of California.
6. Any notice to be given to either party shall be in writing and shall be sent by certified or registered USPS mail, Federal Express overnight service, United Parcel Service overnight service, or hand delivered to the address of the party.

Notices shall be sent:

If to LEA:

If to MCF:

c/o CSBA's Practi-Cal
MCF Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762

This subparagraph may be amended unilaterally by either party by serving notice on the other party as described in this subparagraph.

7. Time is of the essence in this Agreement.
8. LEA understands and agrees that all forms, related instructional materials, and processes developed by MCF or its agents, shall remain the exclusive property of MCF or its agents and cannot be used without MCF's or agent's express written permission. MCF or its agents shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms, related instructional materials, and processes developed under this Agreement.

9. LEA and MCF shall maintain confidentiality of their respective records and information, governing the confidentiality of client student information for Medi-Cal clients served under this Agreement. Applicable laws include, but are not limited to the California Welfare and Institutions Code, California Code of Regulations and all applicable federal and/or state laws and regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this Agreement.
10. LEA understands and agrees to take all reasonable steps to avoid unauthorized disclosure of the MCF's/agents' proprietary data. For purposes of this Agreement defined as data file specifications, related instructions, management reports, training materials, plans, processes, or other information relating to the performance of MCF's/agents' services hereunder, disclosed by MCF to LEA pursuant to this Agreement. LEA shall not during or after the term of this Agreement, permit the copying, duplication, or use of any MCF's proprietary data.
11. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be enforceable to the maximum extent allowed by law.

THUS EXECUTED by the parties on the date last written below.

For LEA:

Printed Name

Printed Title

Date Signed

Signature

For MCF:

Deborah S. Bickenbach

Printed Name

Director

Printed Title

Date Signed

Signature

Agenda Item: **11.B. Approve Designation of Applicant’s Agent Resolution for Non-State Agencies.**

Speaker: Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

Quick Summary /
Abstract: A Designation of Applicant’s Agent Resolution for Non-State Agencies is required of all applicants to be eligible to request public assistance for COVID-19 related costs. This resolution authorizes staff to engage with the Governor's Office through the California Office of Emergency Services (CAL-OES) and the Federal Emergency Management Agency (FEMA) for all matters pertaining to state disaster assistance and any assurances and agreements required.

Recommended
Motion: Approve Designation of Applicant’s Agent Resolution for Non-State Agencies.

Attachments:
Resolution #19-20.30

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Education OF THE National School District
(Governing Body) (Name of Applicant)

THAT Dr. Leighangela Brady - Superintendent, OR
(Title of Authorized Agent)

Dr. Lisbeth Johnson - Interim Asst. Superintendent Business Services OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the National School District, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the National School District, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 22nd day of April, 20 20

Barbara Avalos, Board President

(Name and Title of Governing Body Representative)

Brian Clapper, Board Clerk

(Name and Title of Governing Body Representative)

Maria Betancourt-Castañeda, Board Member

(Name and Title of Governing Body Representative)

Maria Dalla, Board Member

(Name and Title of Governing Body Representative)

Alma Sarmiento, Board Member

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Leighangela Brady, duly appointed and Superintendent of
(Name) (Title)

National School District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Education of the National School District
(Governing Body) (Name of Applicant)

on the 22nd day of April, 20 20

(Signature)

(Title)

Agenda Item: **12. BOARD WORKSHOP**

Agenda Item: **13. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **14. ADJOURNMENT**