



Governing Board Agenda

April 27, 2022

Welcome

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

Our Governance Team

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

Maria Betancourt-Castañeda, Board President

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

Leighangela Brady, Secretary

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

Maria Dalla, Board Member

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

Michelle Gates, Board Member

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

Rocina Lizarraga, Board Member

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

Alma Sarmiento, Board Clerk

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

This meeting may be recorded

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

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

Meeting Conduct

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, April 27, 2022

Closed Session -- 5:00 p.m.

Open Session -- 6:00 p.m.

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

https://youtu.be/QEZzPu_98Tc

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

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. CLOSED SESSION ROLL CALL

3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

Ms. Maria Betancourt-
Castañeda,
Board President

Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

4. ADJOURN TO CLOSED SESSION

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

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

Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Dr. Leticia Hernandez
Employee organizations: California School Employees Association
National City Elementary Teachers Association

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. OPEN SESSION ROLL CALL

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. PUBLIC COMMUNICATIONS

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

Ms. Maria Betancourt-
Castañeda,
Board President

12. AGENDA

12.A. Accept Agenda.

Ms. Maria Betancourt-
Castañeda,
Board President

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

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

Ms. Maria Betancourt-
Castañeda,
Board President

13.A. Minutes

13.A.I. Approve the minutes of the Special Board Meeting held on April 7, 2022.

Dr. Leighangela
Brady, Superintendent

13.A.II. Approve the minutes of the Special Board Meeting held on April 21, 2022.

Dr. Leighangela
Brady, Superintendent

13.B. Administration-None

Dr. Leighangela
Brady, Superintendent

13.C. Human Resources

13.C.I. Accept the employee resignations/retirements.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13.D. Educational Services-None

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

13.E. Business Services

13.E.I. Authorize District personal property as disposal, obsolete and surplus per California Education Code 17545-17555.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

14. GENERAL FUNCTIONS

14.A. Approve the minutes of the Special Board Meeting held on April 11, 2022.

Dr. Leighangela
Brady, Superintendent

14.B. Adopt Resolution #21-22.23 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Dr. Leighangela
Brady, Superintendent

14.C. Adopt Resolution #21-22.24 regarding absence of Board Member Ms. Rocina Lizarraga due to hardship.

Dr. Leighangela
Brady, Superintendent

14.D. Approve the minutes of the Regular Board Meeting held on April 13, 2022.

Dr. Leighangela
Brady, Superintendent

14.E. Adopt Resolution #21-22.28 regarding absence of Board Member Ms. Maria Dalla due to illness.

Dr. Leighangela
Brady, Superintendent

15. EDUCATIONAL SERVICES

15.A. Approve contract #CT3788 and amend revenue for memorandum of agreement between San Diego County Superintendent of Schools and National School District for the After School Education and Safety grant. (Exhibit A)

Dr. Sharmila Kraft,
Assistant
Superintendent of
Educational Services

15.B. Amend contract #CT3045 with South Bay YMCA/YMCA of San Diego County for Before and After School program.

Dr. Sharmila Kraft,
Assistant Superintendent
of Educational Services

16. HUMAN RESOURCES

16.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal from California School Employees Association and its Chapter 206, to the National School District for the 2022-2023 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16.B. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal from the National City Teachers Association to the National School District for the 2022-2023 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent Human
Resources

16.C. Adopt Resolution #21-22.25 in recognition of Certificated School Employee Week May 2-6, 2022.

Dr. Leticia Hernandez,
Assistant
Superintendent
Human Resources

16.D. Adopt Resolution #21-22.26 in recognition of Classified School Employee Week May 16-20, 2022.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16.E. Adopt Resolution #21-22.27 in recognition of the Week of the School Administrator, May 23-27, 2022.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16.F. Ratify/approve recommended actions in personnel activity list.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16.G. Amend authorization for additional services with SWING Education for substitute services.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

17. BUSINESS SERVICES

17.A. Adopt Resolution #21-22.29 authorizing issuance of bonds in the amount of \$10,000,000. (Exhibit B)

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.B. Accept donations.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

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

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

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

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

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

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

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

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

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

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

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

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

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

Quick Summary /
Abstract:

Board:

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

Staff:

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

Agenda Item: **10. PRESENTATIONS**

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

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

Quick Summary / Abstract: The employees on the attached list were approved at the April 11, 2022 Special Governing Board Meeting and the April 13, 2022 Regular Governing Board Meeting.

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

Attachments:
Introduce & Welcome

	Introduce & Welcome 4/27/22	
Name	Position	Location
Jocelyn Eloy	Instructional Assistant-Health Care	Central School
Yvette Maldonado	Instructional Assistant-Health Care	Central School
Nizza Perez	Resource Specialist Program Teacher	Lincoln Acres School
Susana Samaniego	Administrative Assistant-School	Central School

Agenda Item: **11. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Quick Summary /
Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

Agenda Item: **12. AGENDA**

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

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Recommended Motion: Accept Agenda.

Agenda Item: **13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

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

Recommended
Motion: Approve Consent Agenda.

Agenda Item: **13.A. Minutes**

Agenda Item: **13.A.I. Approve the minutes of the Special Board Meeting held on April 7, 2022.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Board Minutes- 04/07/2022

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

April 07, 2022

4:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

https://youtu.be/B7CFUZ9X_cE

1. CALL TO ORDER

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 4:01 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 4:02 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

4. PUBLIC COMMUNICATIONS

None

5. GENERAL FUNCTIONS

5.1. Approve Agreement #CT3933 between San Diego Unified Port District and National School District for District Environmental Education Program. (Exhibit A)

Motion Passed: Approval of agreement #CT3933 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

6. HUMAN RESOURCES

6.1. Approve recommended actions in personnel activity list.

Motion Passed: Following discussion, approval for the recommended actions in personnel activity list to be brought forth at a different Special Board meeting passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

7. BUSINESS SERVICES

7.1. Presentation and discussion on Demographic Study. (Exhibit B)

Senior Project Manager, Scott Torlucci, from Davis Demographics gave a presentation on the demographic study prepared for the 2021-2022 school year.

7.2. Presentation and discussion on Measure N and HH.

Mr. Arik Avanesyans, Assistant Superintendent of Business Services, and Mr. David Castillo, Director of Maintenance and Facilities gave a presentation on Measure N and HH.

7.3. Presentation and discussion on issuance of Measure HH bonds.

Mr. Jason List, Principal with Isom Advisors, gave a presentation on the issuance of Measure HH bonds.

8. ADJOURNMENT

Board President, Ms. Maria Betancourt-Castañeda, adjourned the meeting at 5:50 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **13.A.II. Approve the minutes of the Special Board Meeting held on April 21, 2022.**

Speaker: Dr. Leighangela Brady, Superintendent

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

April 21, 2022

4:00 PM

Rancho de la Nación School
1830 E. Division Street
National City, CA 91950

1. CALL TO ORDER

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 4:05 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 4:05 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

4. PUBLIC COMMUNICATIONS

None

5. EDUCATIONAL SERVICES

5.1. Presentation and input for National School District's Local Control Accountability Plan.

Board President, Ms. Maria Betancourt-Castañeda, welcomed the group and discussed the purpose of the meeting.

She shared National School District's vision and explained the Board Members role in hearing community input for the purpose of developing this year's Local Control Accountability Plan (LCAP).

Dr. Sharmila Kraft led a presentation on National School District's LCAP. Board members and members of the audience gave their input.

6. ADJOURNMENT

Board President, Ms. Maria Betancourt-Castañeda, adjourned the meeting at 5:45 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **13.B. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

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

Agenda Item: **13.C.I. 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 4/27/22			
Name	Position	Location	Effective Date
Kathryn Giffin	Teacher	Rancho de la Nación School	June 8, 2022
Thomas Haman	Custodian-Day	Central School	April 13, 2022
Joanna Hartley	Teacher	John Otis School	June 8, 2022
Alain Vega Murillo	Temporary Custodian-Night Rover	Maintenance and Operations Department	April 13, 2022
Ravyn Reid	Speech Language Pathologist	Central School	June 8, 2022
Dana Shemtov	Teacher of Special Day Class – Early Childhood	Palmer Way School	April 22, 2022
Crystal Wood	Enrichment Teacher	District Office	June 8, 2022

Retirements 4/27/22			
Name	Position	Location	Effective Date
Sonia Rico	Child Nutrition Services Site Manager (Roving)	District Office	June 8, 2022

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

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

Quick Summary /
Abstract: None

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

Agenda Item: **13.E.I. Authorize District personal property as disposal, obsolete and surplus per California Education Code 17545-17555.**

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

Quick Summary / Abstract: The District periodically has inventory items that become obsolete and are recommended for disposal, donation, or sale per Education Code 17545-17555
There are two lists that contain surplus.

List 1:

Electronic waste (E-waste): These are items that are no longer used at the District which, includes electronic items and equipment that are obsolete and/or in disrepair. These need to be removed from the school sites and recycled as E-waste in a timely manner due to storage issues and student safety concerns.

List 2:

Surplus Equipment: various school sites and departments submitted items on the attached list for disposal, which include vehicles, furniture and equipment.

Comments: At this time, the items on the provided lists are no longer needed by the District or are no longer useable due to age and/or disrepair.

These items will be disposed of in accordance with current rules and regulations which include auctioning and/or recycling, with proper E-waste disposal methods, whenever possible.

Attachments:
Surplus Lists

Surplus List #1 E-Waste

Item	Quantity
Acive Votes Sets, Promethean	5
Activeview, Promethean	1
Chromebooks	21
Desk Top CPU's, Windows	1
Monitor, Desktop, Flat Screen	2
Laptops Windows	1
Peripheal Devices, Full Box (Mice, Keyboards, Speakers, etc)	3
Printers, Desktop	6
Thinkpad, Lenovo	1

Surplus List #2

Item	Quantity
Cubby Rack	1
Easels	2
Filing Cabinets	3
Ford Aerostar, 1996 (parts)	1
Ford F250, 1996-(parts)	1
Ford Ranger- (parts)	1
Ford Windstar- (parts)	1
Powergistics Recharge Stations	2
Sick Room Bed	1
Student Chairs	70
Student Desks, Doubles	13
Tables	2
Teacher Desk	1

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Approve the minutes of the Special Board Meeting held on April 11, 2022.**

Speaker: Dr. Leighangela Brady, Superintendent

Recommended Motion: Approve the minutes of the Special Board Meeting held on April 11, 2022.

Attachments:
Special Board Minutes- 04/11/2022

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

April 11, 2022
7:30 AM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 7:31 a.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 7:32 a.m.:

Present:

Ms. Maria Betancourt-Castañeda
Ms. Maria Dalla
Ms. Michelle Gates

Absent:

Ms. Rocina Lizarraga
Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

4. PUBLIC COMMUNICATIONS

None

5. HUMAN RESOURCES

5.1. Approve recommended actions in personnel activity list.

Motion Passed: Approval of recommended actions in personnel activity list passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Absent Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

6. ADJOURNMENT

Board President, Ms. Maria Betancourt-Castañeda, adjourned the meeting at 7:33 a.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **14.B. Adopt Resolution #21-22.23 regarding absence of Board Member Ms. Alma Sarmiento due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Alma Sarmiento was absent from the Special Board meeting held on April 11, 2022, due to illness.

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

Recommended Motion: Adopt Resolution #21-22.23 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Attachments:
Resolution #21-22.23

National School District

Resolution

#21-22.23

Absence of Board Member Alma Sarmiento Due to Illness

WHEREAS, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

WHEREAS, Board Policy BB 9250 states that during any year, members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Alma Sarmiento was absent from the Special Board meeting held on April 11, 2022 due to illness and shall receive the maximum monthly compensation for April 2022.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 27th day of April 2022 by the following vote:

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: **14.C. Adopt Resolution #21-22.24 regarding absence of Board Member Ms. Rocina Lizarraga due to hardship.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Rocina Lizarraga was absent from the Special Board meeting held on April 11, 2022.

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

Recommended Motion: Adopt Resolution #21-22.24 regarding absence of Board Member Ms. Rocina Lizarraga due to hardship.

Attachments:
Resolution #21-22.24

National School District

Resolution

#21-22.24

Absence of Board Member Rocina Lizarraga Due to Hardship

WHEREAS, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

WHEREAS, Board Policy BB 9250 states that during any year, members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Rocina Lizarraga was absent from the Special Board meeting held on April 11, 2022, due to hardship and shall receive the maximum monthly compensation for April 2022.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 27th day of April 2022 by the following vote:

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: **14.D. Approve the minutes of the Regular Board Meeting held on April 13, 2022.**

Speaker: Dr. Leighangela Brady, Superintendent

Recommended Motion: Approve the minutes of the Regular Board Meeting held on April 13, 2022.

Attachments:
Board Minutes- 04/13/2022

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

April 13, 2022

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://youtu.be/FKmbOSex5mk>

1. CALL TO ORDER

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 4:03 p.m.

2. CLOSED SESSION ROLL CALL

Attendance taken at 4:03 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Absent:

Ms. Maria Dalla

Mrs. Jocelyn Gomez took roll call.

3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

None

4. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:03 p.m. to 5:45 p.m.

In closed session, the Governing Board voted unanimously to issue notice to release and reassign employee #122036 from and administrative position pursuant Education Code section 44951, effective at the end of 2021-2022 school year, and directed Superintendent or designee to send out appropriate legal notices.

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 6:00 p.m.

8. PLEDGE OF ALLEGIANCE

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

9. OPEN SESSION ROLL CALL

Attendance taken at 6:01 p.m.:

Present:

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

Absent:

Ms. Maria Dalla

Mrs. Jocelyn Gomez took roll call.

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

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

11. PUBLIC COMMUNICATIONS

None

12. AGENDA

12.A. Accept Agenda.

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

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

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

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13.A. Administration

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

13.B. Human Resources

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

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

13.C. Educational Services

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

13.D. Business Services

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

14. GENERAL FUNCTIONS

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

Motion Passed: Adoption of Resolution #21-22.22 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Recuse Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Approval of the minutes of the Regular Board Meeting held on March 9, 2022 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Abstain Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Approval of the draft National School District Governing Board meeting schedule for the 2022-2023 school year passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, approval of membership to National Association of Latino Elected and Appointed Officials for Ms. Rocina Lizarraga passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15. EDUCATIONAL SERVICES

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

The Educational Services and Business Services departments gave a presentation on National School District Federal Program Monitoring review.

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

Motion Passed: Following discussion, approval of the purchase of a digital subscription renewal for Panorama Education, Inc., passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, approval of contract #CT3925 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Abstain Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Approval of contract #CT3927 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, approval of contract #CT3928 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, approval of contract #CT3930 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, approval of contract #CT3931 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16. HUMAN RESOURCES - None

17. BUSINESS SERVICES

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

Motion Passed: Following discussion, approval of agreement #CT3934 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

17.B. Accept donations.

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

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

18. BOARD/CABINET COMMUNICATIONS

Ms. Lizarraga welcomed the new employee. She thanked Educational Services, Business Services, and everyone involved in the Federal Program Monitoring presentation. She wished everyone a goodnight.

Ms. Gates thanked Educational Services, Business Services, and everyone involved in the Federal Program Monitoring presentation. She shared that April is the month of Autism Awareness and the Military Child. She wished her daughter Micaela Gates a happy birthday.

Ms. Sarmiento concurred with Ms. Gates' comments.

Mr. Avanesyans shared that he visited Ira Harbison School and it was great to see the sixth grade students off to camp.

Dr. Hernandez thanked Educational Services, Business Services, and everyone involved in the Federal Program Monitoring presentation. She thanked school administrators for their hard work.

Dr. Kraft thanked Educational Services, Business Services, and everyone involved in the Federal Program Monitoring presentation. She thanked everyone involved in the Federal Program Monitoring process.

Dr. Brady thanked Educational Services, Business Services, and everyone involved in the Federal Program Monitoring presentation. She congratulated Ms. Betancourt-Castañeda for her appointment as California School Boards Association Delegate. She celebrated the Week of the Young Child. She shared information about the unveiling of the Now & Then exhibit. She thanked Ms. Angelica Benitez for putting together the registration fairs. She wished Micaela Gates a happy birthday.

Ms. Betancourt-Castañeda wished Micaela Gates a happy birthday. She welcomed the new employee. She thanked Educational Services, Business Services, and everyone involved in the Federal Program Monitoring presentation. She thanked Dr. Brady for her continued commitment to the State of the District presentations. She wished everyone a happy Easter.

19. ADJOURNMENT

Board President, Ms. Maria Betancourt-Castañeda, adjourned the meeting at 8:02 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **14.E. Adopt Resolution #21-22.28 regarding absence of Board Member Ms. Maria Dalla due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Maria Dalla was absent from the Regular Board meeting held on April 13, 2022, due to illness.

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

Recommended Motion: Adopt Resolution #21-22.28 regarding absence of Board Member Ms. Maria Dalla due to illness.

Attachments:
Resolution #21-22.28

National School District

Resolution

#21-22.28

Absence of Board Member Maria Dalla Due to Illness

WHEREAS, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

WHEREAS, Board Policy BB 9250 states that during any year, members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Maria Dalla was absent from the Regular Board meeting held on April 13, 2022 due to illness and shall receive the maximum monthly compensation for April 2022.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 27th day of April 2022 by the following vote:

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: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Approve contract #CT3788 and amend revenue for memorandum of agreement between San Diego County Superintendent of Schools and National School District for the After School Education and Safety grant. (Exhibit A)**

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

Quick Summary / Abstract: The current Memorandum of Agreement (MOA) with San Diego County Office of Education and National School District for the After School Education and Safety (ASES) grant was approved on the annual maintenance list and approved on June 9, 2021 for \$2,051,140.89.

The new grant amount for FY 2021-2022 is \$2,350,607.46 minus a 2% County administrative fee of \$47,012.15.

National School District will receive a total of \$2,303,595.31 of increased revenue to the District of \$252,454.42.

Recommended Motion: Approve contract #CT3788 and amend revenue for memorandum of agreement between San Diego County Superintendent of Schools and National School District for the After School Education and Safety grant. (Exhibit A)

Financial Impact: Contract cost: Revenue increase \$252,454.42
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
Exhibit A

Agenda Item: **15.B. Amend contract #CT3045 with South Bay YMCA/YMCA of San Diego County for Before and After School program.**

Quick Summary / Abstract: National School District contracts with South Bay YMCA/YMCA of San Diego County to provide before and after school services to all ten schools. Services are paid for using funding received through the After School Education & Safety (ASES) State grant program.

The contract requires National School District to increase or reduce this amount if the California Department of Education adjusts the reimbursement rate.

Approval of this item will meet the contract requirement.

Comments: On June 9, 2021, National School District Board of Trustees approved #CT3045 for a reimbursement amount not to exceed \$2,010,118.07.

Recently, the California Department of Education increased the grant award by a rate of approximately 14.06%, increasing the total reimbursement from \$2,010,118.07 to \$2,303,595.31 (an increase of \$293,477.24).

Approval of this amendment will allow the contract to be adjusted as required to reflect the increased state reimbursement rate. With the rate increase, South Bay YMCA will be able to increase enrollment and offer more after school services to students.

Recommended Motion: Amend contract #CT3045 with South Bay YMCA/YMCA of San Diego County for Before and After School program.

Financial Impact: Contract cost: Cost increase of \$293,477.24
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund - ASES

Attachments:
CT3045 Amendment
CT3045



CT3045
**Amendment to the Agreement
Between YMCA and
the National School District**

This **Amendment to the Agreement** between **San Diego County Superintendent of Schools** (“Provider”) and the National School District, a California public school district (“District”) is entered into by and between the Parties on July 1, 2021 (“Effective Date”). Each of the Provider and the District may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on July 1, 2021, District and Provider entered into an Agreement (the “Agreement”), which set forth certain work or services to be performed by Provider pursuant to the terms of the Agreement. A copy of the Agreement is included herewith as Exhibit A; and

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

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Agreement are incorporated herein by reference and remain in full force and effect, except as amended by this Amendment.
2. The Parties hereby amend the Agreement as follows:
 - a. “The total dollar value of the Agreement is hereby changed to increase the grant award by a rate of approximately 14.06%, increasing the total reimbursement from \$2,010,118.07 to \$2,303,595.31 (an increase of \$293,477.24).
3. All other terms of the Agreement remain unchanged and in full force and effect.
4. The Parties agree this Amendment shall constitute a valid amendment to the Agreement. In the event there is a discrepancy between the terms of the Agreement and this Amendment, the Parties agree that the terms of the Amendment shall control.
5. The Recitals included in this Amendment are deemed true and correct and are hereby incorporated into this Amendment and the Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.
6. This Amendment may be executed in several counterparts, electronic or otherwise, each of which shall be an original and all of which shall constitute but one and the same agreement.

Each Party has the full power and authority to enter into and perform this Amendment, and the person signing this Amendment on behalf of each Party has been properly authorized and empowered to enter into this Amendment.

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

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

[San Diego County Superintendent of Schools]

National School District

Signature

Signature

Steven Hensel
Name

Arik Avanesyans
Name

Executive Director Expanded Learning Programs
Title

Asst. Superintendent, Business Services
Title

Date

Date

EXHIBIT A
Agreement

[District to attach original agreement between District and Provider.]

151-5/6250220.1

MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) Program 2021-22

YMCA of San Diego County and National School District

This Agreement is to provide program services for National School District and is entered into this 1st day of July 1, 2021 by and between the National School District (herein known as “NSD”) and YMCA of San Diego County (herein known as “YMCA”) who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate based on an agreed upon regular schedule that best meets the needs of the district in 2021-22. The Before School Program will begin upon regular schedule that best meets the needs of the district in 2021-22.
2. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
 - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
 - ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
 - iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.

2. Web-Based Attendance and Daily Attendance Accountability Requirements:

1. The YMCA will implement the *City Span Web-based Attendance Tracking System* for daily program attendance entry.
2. The *City Span Web-based Attendance Tracking System* will ensure that attendance is documented based on the guidance from the San Diego County Office of Education.
3. YMCA will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
4. In addition, YMCA must monitor on a weekly basis that all students sign-in and sign-out comply with the Cityspan times in system for each student.
5. NSD administration will facilitate monthly attendance reporting via Cityspan and submitting

attendance revisions with the SDCOE.

3. Staffing Requirements:

1. YMCA must ensure a student-to-staff ratio based on the aligned safety guidance from NSD.
2. YMCA must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of NSD.
3. YMCA shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA must certify that all personnel providing services to students are adequately screened through Livescan and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. State Mandated Data and Evaluation Requirements:

1. YMCA will collaborate with NSD and SDCOE to disseminate statewide evaluation process as determined by the CDE.
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both NSD and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
4. NSD will share evaluation data reports with YMCA to use for continuous quality improvement plan.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, NSD or YMCA will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.
3. NSD shall amend contract with the YMCA if the state ASES Program reimbursement rate is adjusted during the contract agreement. The current rate is \$8.88 per student/per day for the PM Program.
4. NSD shall amend contract maximum to the appropriate percentage grant award if increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. NSD shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both NSD and YMCA personnel shall participate in Federal Program Monitoring (FPM) training when required.
3. Both NSD and YMCA will attend Federal Program Monitoring (FPM) meetings with the CDE.

7. Budget Restrictions

1. The NSD shall retain 3% or \$61,534.22 of grant funds for direct administrative costs.
2. No more than 10% or \$194,858.38 of grant funds may be used for administrative costs by the YMCA.
3. No more than 5% or \$97,429.19 of YMCA funds should be expended on indirect costs by YMCA. The YMCA must expend at least 85% or \$1,743,469.60 of grant funding in direct services for pupils.

8. Program Matching Funding Requirements.

1. ASES Program must provide local funds totaling no less than one-third of the grant amount.
2. The NSD shall provide matching funds for facilities and space usage not to exceed 25% of total match requirement.
3. The NSD shall provide matching funds for eligible snack or supper served by Child Nutrition Services as allowable by CDE.
4. YMCA will provide at least 10% of total match requirement unless otherwise agreed upon between NSD and YMCA.

9. Additional ASES Program Operation Requirements.

1. Both NSD and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
4. The program will have an educational enrichment element that may include, but not limited to STEM, SEL, sports, visual and performing arts, service learning, and youth development activities. These items are to be discussed collaboratively between district administration, school administration, and YMCA to best meet needs of NSD.
5. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
6. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation provided by NSD to enrolled participants.
7. NSD shall collaborate with YMCA to provide snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
8. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
9. Each partner in the application will share responsibility for the quality of the program. NSD and YMCA will collaborate to conduct an annual continuous quality improvement process.
10. NSD and YMCA will collaborate and coordinate with the regular school day program.
11. NSD is responsible to ensure the YMCA has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities.
12. Each ASES funded site will be responsible for the development of an After School Program

Plan as part of the San Diego ASES Program Consortium.

13. NSD and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
14. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
15. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
16. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
17. NSD and YMCA will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA by NSD shall include written authorization and detailed instructions at least 30 days' notice unless otherwise agreed upon by both parties.
18. NSD and YMCA will work collaboratively to ensure that the ASES Program is following the COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California.

10. Terms and Conditions of the Grant Award

1. YMCA will make reports to NSD as necessary to enable NSD to perform its duties and will maintain such records and provide access to those records as NSD deems necessary. YMCA shall maintain such records for at least five years after the completion of the activities for which the funds are used.
2. YMCA will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
5. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate, raising an inadequate amount of matching funds, or failing to expend all grant funds, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA shall provide monthly invoices and financial expenses to NSD.
7. NSD shall be responsible to submit quarterly expenditure reports and program reports to the San Diego County Office of Education.

PERIOD OF AGREEMENT

The term of this Agreement shall be July 1, 2021 through June 30, 2022.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

NSD shall reimburse funds to YMCA within 30 days after invoice for monthly expenses submitted.

Annual total ASES 2021-22 allocation(s) **shall not exceed *\$1,948,583.80** to YMCA.

12. YMCA OF SAN DIEGO COUNTY & NATIONAL SCHOOL DISTRICT CONTACT PERSONS

National District Contact:

Sharmila Kraft, Ed.D
Assistant Superintendent
Educational Services
National School District
1500 "N" Avenue
National City, CA 91950
P: 619-336-7742
E: skraft@nsd.us

YMCA of San Diego County Contact:

Steve Hensel
Executive Director
Expanded Learning Programs
YMCA of San Diego County
4451 30th Street
San Diego, CA 92116
P: 619-347-6917
E: shensel@ymcasd.org

13. CONFIDENTIALITY

1. All communications and information obtained by YMCA from NSD relating to this agreement, and all information developed by YMCA under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of NSD, YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA shall inform NSD in writing, of the nature and reasons for such disclosure. YMCA shall not use any communications or information obtained from NSD for any purpose other than the performance of this agreement, without NSD's written prior consent.
2. At the conclusion of the performance of this agreement, YMCA shall return to NSD all written materials constituting or incorporating any communications or information obtained from NSD. Upon NSD's specific approval, YMCA may retain copies of such materials, subject to the requirements of Subsection 1.

NSD may disclose to any vendor, or YMCA approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, NSD shall obtain the YMCA's written agreement to the requirements of Subsection 1.

3. YMCA obligation of confidence with respect to information submitted or disclosed to YMCA by NSD hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

Likewise, NSD obligation of confidence with respect to information submitted or disclosed to NSD by YMCA hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with evaluation will be kept confidential by the YMCA. The YMCA will not redistribute or share any data or information with any agency, entity or individual without the written consent of NSD.

The YMCA agrees to all of the following:

(a) YMCA shall not disclose Private Information obtained from NSD in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The YMCA received advance written approval from the NSD to disclose the information;

or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, NSD may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time, for either party's convenience.
2. If the termination is for the convenience of NSD, upon receipt of 60 days' notice, YMCA shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - (2) Deliver to NSD all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of such notice.
 - (3) YMCA shall submit a final invoice within 60 days of termination and upon approval NSD shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA to implement the termination.

16. TERMINATION FOR DEFAULT

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure of to fulfill its contractual obligations.
2. If this agreement is terminated by NSD, upon receipt of such notice, YMCA shall:

- (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - (2) Deliver to NSD all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of such notice.
3. If the termination is due to the failure of YMCA to fulfill its contractual obligations, NSD may take over the services, and complete the services by contract or otherwise.

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA is acting as an independent contractor and not as an officer, agent, or employee of NSD.

18. HOLD HARMLESS

YMCA agrees to hold harmless, defend, and to indemnify NSD, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, NSD performance, or lack thereof, under this Agreement.

Likewise, NSD agrees to hold harmless, defend, and to indemnify YMCA, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or YMCA shall sign and file with NSD the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, NSD will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA agrees to maintain and preserve until five years after termination of the Agreement with NSD, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

YMCA and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by YMCA, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage is at least as broad as:

Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$ <u>1,000,000</u> Amount
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YMCA shall file, with NSD, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming **National School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

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

24. COMPLIANCE WITH LAW

YMCA shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by NSD and the YMCA.

26. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: NSD shall determine the YMCA's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

___The YMCA will have “**limited contact**” with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider’s employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider’s employees’ access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider’s identification.

X The YMCA will have “**greater than limited contact**” with pupils and the YMCA shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The YMCA has **certified in writing** to NSD that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.



 By (Authorized Signature)

05/19/21
 Date

Steve Hensel
 Executive Director
 Expanded Learning Programs
 YMCA of San Diego County

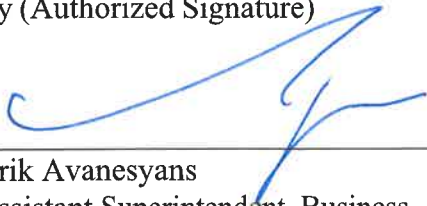
27. ENTIRE AGREEMENT

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

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

**NATIONAL SCHOOL
SCHOOL DISTRICT**

By (Authorized Signature)



Arik Avanesyans
Assistant Superintendent, Business
National School District

Date: 7.22.21

Board Approval: June, 9, 2021

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

DocuSigned by:
CHARMAINE CARTER
3D830DB36BCE41F...

Charmaine Carter
Executive Vice President & COO
YMCA of San Diego County

Date: 7/25/2021

YMCA Federal EIN #: 95-2039198

Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal from California School Employees Association and its Chapter 206, to the National School District for the 2022-2023 school year.**

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

Quick Summary / Abstract: Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred as "sunshining," gives the public the opportunity to express their views at a board meeting prior to the commencement of the negotiation process with recognized employee organizational representatives.

Comments: The California School Employees Association (CSEA) has provided their initial proposal for the 2022-2023 school year. This is the second year of the successor agreement.

See attached proposal.

Attachments:
CSEA Sunshine Letter



California
School
Employees
Association

6341 Nancy Ridge Drive
San Diego, CA 92121

(858) 458-0300
(800) 675-9939
FAX: (858) 677-8992
www.csea.com

Matthew "Shane" Dishman
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



April 13, 2022

Via E-mail: leticiahernandez@nsd.us

Dr. Leticia Hernandez
Assistant Superintendent of Human Resources
National School District
1500 N Avenue
National City, CA 91950

Re: SUNSHINE LETTER – 2022-2023 REOPENER NEGOTIATIONS

Dear Dr. Hernandez,

Pursuant to the Educational Employees Relations Act (EERA) and Article 27.2 of the current Collective Bargaining Agreement (CBA) between the National School District and the California School Employees Association (CSEA) and its Chapter #206, CSEA submits initial proposal to meet and negotiate with the District for 2022-2023 Reopener Negotiations.

ARTICLE 12 HEALTH AND WELFARE BENEFITS

- CSEA seeks to negotiate that the District shall cover the entire cost of any increase to health and welfare benefits for all bargaining unit employees for the 2022-2023 school year.

These shall be considered initial proposals. CSEA retains the right to amend, modify, add to or delete from these proposals at any time during the negotiation process.

It is CSEA's expectation that the proposal will be sunshined at the next appropriate National School District Board meeting. If there are any questions, please do not hesitate to contact me at (858) 202-2624 or aalvarez@csea.com.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Alfredo Alvarez
Labor Relations Representative

cc: Mona Ribada, National #206 Chapter President; Mark Reagles, Regional Representative #52; Bea Mora, Area K Director; Espie Medellin, Field Director

Agenda Item: **16.B. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal from the National City Teachers Association to the National School District for the 2022-2023 school year.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent Human Resources

Quick Summary / Abstract: Section 3547 of the Educational Employment Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as "sunshining" gives the public the opportunity to express their views at a board meeting prior to the commencement of the negotiation process with recognized employee organizational representatives.

Comments: The National City Teachers Association (NCETA) has provided their initial proposal for the 2022-2023 school year. This is the last year of the successor agreement.

Attachments:
NCETA Sunshine Letter

April 19, 2022

Dear National School District School Board Members;

In compliance with EERA regulations and our current contract, National City Elementary Teachers Association is bringing forth the following articles for negotiations for the 2022-2023 school year:

1. Article 14 Health and Welfare Benefits – increase district contribution
2. Article 15 Salaries – increase compensation
3. Article 19 Special Education – address workload concerns
4. Article 6 Hours – address workload concerns
5. Article 24 Enrichment – address Enrichment program including schedules and assignments
6. Article 10 Class size – make improvements to class size

Once sunshined appropriately, NCETA will be ready to meet with specific proposals. Thank you for your attention to this matter.

Sincerely,

Irma Sanchez

NCETA President

Agenda Item: **16.C. Adopt Resolution #21-22.25 in recognition of Certificated School Employee Week May 2-6, 2022.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent Human Resources

Quick Summary / Abstract: Each year the National School District recognized certificated employees during May. This is the 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 2-6, 2022.
See attached resolution.

Recommended Motion: Adopt Resolution #21-22.25 in recognition of Certificated School Employee Week May 2-6, 2022.

Attachments:
Resolution #21-22.25

National School District Resolution

#21-22.25

IN RECOGNITION OF CERTIFICATED SCHOOL EMPLOYEES AND DESIGNATING, WEEK OF THE TEACHER MAY 2-6, 2022

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 May 2-6, 2022, 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 #21-22.25
April 27, 2022
Page 2

PASSED AND ADOPTED this 27th day of April 2022, 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: **16.D. Adopt Resolution #21-22.26 in recognition of Classified School Employee Week May 16-20, 2022.**

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 16-20, 2022.

See attached resolution.

Recommended Motion: Adopt Resolution #21-22.26 in recognition of Classified School Employee Week May 16-20, 2022.

Attachments:
Resolution #21-22.26

National School District

Resolution

#21-22.26

IN RECOGNITION OF CLASSIFIED EMPLOYEES AND DESIGNATING MAY 16-20, 2022, 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 provide 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 16-20, 2022, as “Classified School Employee Week.”

PASSED AND ADOPTED this 27th day of April 2022, 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: **16.E. Adopt Resolution #21-22.27 in recognition of the Week of the School Administrator, May 23-27, 2022.**

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 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 23-27, 2022.

See attached resolution.

Recommended Motion: Adopt Resolution #21-22.27 in recognition of the Week of the School Administrator, May 23-27, 2022.

Attachments:
Resolution #21-22.27

National School District Resolution

21-22.27

IN RECOGNITION OF SCHOOL ADMINISTRATORS AND DESIGNATING MAY 23-27, 2022 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, and classified education 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 23-27, 2022, as “School Administrator Employee Week.”

Resolution # 21-22.27
April 27, 2022
Page 2

PASSED AND ADOPTED this 27th day of April 2022, 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: **16.F. 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 27, 2022

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

None				
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Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

1. Amanda Engquist	Teacher Central School	2022-2023 School year	Unpaid leave of absence	
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CLASSIFIED STAFF RECOMMENDATIONS

April 27, 2022

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

None				
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Temporary Employment

2. Monica Vidro Cervantes	Intersession Transportation Student Attendant	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
3. Martha Rincon Cisneros	Intersession Transportation Student Attendant	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
4. Margaret De La Paz	Intersession School Bus Driver	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
5. Maria Garcia	Intersession School Bus Driver	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
6. Juana Gaytan	Intersession Transportation Student Attendant	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
7. Rosalinda Maldonado	Intersession School Van Driver	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
8. Saul Poblano	Intersession School Bus Driver	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
9. Maria Lourdes Solis	Intersession Transportation Student Attendant	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds

10. Sofia Vazquez	Intersession Transportation Student Attendant	June 10, 2022 to July 1, 2022	Regular hourly rate	Categorical Funds
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**Temporary Employment
Short-Term Employees-Maintenance Summer Break 2022**

11. Veronica Alvarez	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
12. Mario Arredondo	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
13. Maria de Lourdes Campaña	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
14. Mario Campos	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
15. Ernesto Castañeda	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
16. Veronica Alvarez	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
17. Mario Arredondo	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
18. Adrian Fernandez	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
19. Eleazar Figueroa	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
20. Gabriela Garcia	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
21. Marcela Garcia	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
22. Edith Lizarraga Gonzalez	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
23. Agustin Guzman Linares	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
24. Jazmin Mendez	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
25. Claudia Vejar Mendivil	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
26. Jenny Robles	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
27. Jose Romo	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
28. Ricardo Rosa	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
29. Georgina Tovar	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
30. Alberto Vargas	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
31. Jose-Alexandro Vazquez	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
32. Sofia Vazquez	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
33. Isabel Vega	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund
34. Miguel Zepeda	Maintenance and Operations	June 9, 2022 to July 22, 2022	Maintenance Utility Rate	General Fund

Contract Extension/Change

35. Paola Pineda	From Office Technician-School Las Palmas School to Office Technician-District 8 hours per day 12 months per year Human Resources Department	April 28, 2022	Range 19, Step 1	General Fund
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Leave of Absence

None				
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Agenda Item: **16.G. Amend authorization for additional services with SWING Education for substitute services.**

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

Quick Summary / Abstract: At the December 14, 2021 Board meeting, the Governing Board approved additional funding for contract #CT3847 with SWING Education and the National School District to provide substitutes for professional development.

Since National School District is experiencing extreme certificated substitute shortages for sick leave and personal leave, staff is requesting SWING substitutes for additional absences beyond professional development.

National School District will only pay for services provided and invoiced.

Comments: Contracting with SWING Education will allow us to have substitutes for certificated staff for sick leave and personal leave when not covered by existing District substitutes.

SWING Education charges a 39% Service Fee based on the duty pay rates for a successful fill.

Inclusive rates:

-Long-term substitute rate: \$278

Daily substitute rate: \$198.77

Recommended Motion: Amend authorization for additional services with SWING Education for substitute services.

Financial Impact: Contract cost: Not to exceed \$140,000
Additional Staffing cost: \$0
Other cost: \$0
One time cost
General Fund-One-time ESSER III funds

Attachments:
CT3847



Swing Education Platform & Services Agreement - Tutoring & Instructional Support

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

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

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

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



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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

[Signature Page Follows]



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

SWING EDUCATION, INC.

Michael Teng

Michael Teng
CEO

Date: _____

Email:
mike@swingeducation.com

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

SCHOOL: National School District

A handwritten signature in blue ink, appearing to read "Arik Avanesyans", written over a horizontal line.

Name: Arik Avanesyans

Title: Assistant Superintendent Business Services

Date: July 8, 2021

Email: aavanesyans@nsd.us

Address: 1500 N Avenue, National City, CA 91950

Board Approval: July 7, 2021



Exhibit A: Payment Options

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

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

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

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



Appendix A: Standard Terms

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

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

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

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



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

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



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

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

3. General Provisions

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



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

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Adopt Resolution #21-22.29 authorizing issuance of bonds in the amount of \$10,000,000. (Exhibit B)**

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

Quick Summary / Abstract: The District has facilities improvement needs. District voters approved a bond measure at the November 8, 2016 election (Measure HH - \$30 million in bonds). The District issued \$3 million in bonds in November 2020 to commence initial voter-approved facilities projects. At this time, the remaining unissued authorization under Measure HH is \$27 million. The Resolution for consideration by the Board authorizes staff with the assistance of its financing professionals to proceed with the issuance of \$10 million in bonds for a second phase of voter-approved capital projects.

The Resolution authorizes the issuance of bonds pursuant to the Government Code, as traditional tax-exempt, current interest bonds (no capital appreciation bonds), pursuant to the bond issuance authority contained in the California Government Code, with maturities and interest rates within all applicable legal limitations. The bonds are expected to be underwritten in full by the underwriting firm of Raymond James & Co. pursuant to the terms of a Bond Purchase Agreement. The Bonds will be marketed to potential purchasers through a disclosure document called the Preliminary Official Statement, which is subject to a legal standard that it contain all material information for investors to make informed investment decisions, and not contain material omissions or misstatements. The POS can continue to be edited and refined any time prior to release to potential bond investors and District staff will collaborate with the financing team to refine and complete it. The County of San Diego will serve as the paying agent, and forward property tax collections to bond holders to pay debt service on the bonds until final maturity. Appendix B of the Resolution summarizes certain current expectations about the financing, in accordance with State law requirements. The Resolution authorizes staff to work with the financing team to complete all related documentation to accomplish the financing.

Comments: Funds will be realized for facilities projects. Bonds will be repaid from annual levies and collections of voter-approved ad valorem property taxes. Costs of issuance are payable from bond proceeds.

Recommended Motion: Adopt Resolution #21-22.29 authorizing issuance of bonds in the amount of \$10,000,000. (Exhibit B)

Attachments:
Resolution #21-22.29
Exhibit B

National School District

Resolution

#21-22.29

RESOLUTION OF THE GOVERNING BOARD OF THE NATIONAL SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, an election was duly and regularly held in the National School District (the "District") of San Diego County (the "County"), California, on March 3, 2016, in accordance with Article XIII A Section 1 paragraph (b) subsection (2) of the California Constitution, for the purpose of submitting Measure HH (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$30,000,000 (the "Bonds"), and the requisite fifty-five percent of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, the abbreviated form of the Bond Measure is:

"To repair and rebuild aging classrooms and facilities throughout the District; meet handicapped access requirements; increase student access to computers /technology; repair roofs; and improve campus security and student loading zones for increased safety; shall National School District be authorized to issue \$30 million of bonds with interest rates below legal limits, annual audits, independent citizens' oversight, no money for administrative salaries and all funds spent locally and not taken by the State and used elsewhere?"; and

WHEREAS, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, pursuant to the Bond Law, on November 16, 2016, the District issued an initial series of the Bonds designated "General Obligation Bonds, Election of 2016, Series A" in the principal amount of \$3,000,000, leaving \$27,000,000 of authorized but unissued Bonds as of this date; and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of a second series of the Bonds under the Bond Law in the aggregate principal amount of not to exceed \$10,000,000 to be designated "National School District (San Diego County, California) General Obligation Bonds, Election of 2016, Series B" (the

“Series B Bonds”) as provided in this Resolution for the purpose of providing financing for projects authorized under the Bond Measure;

WHEREAS, as required by Education Code Section 15268, the Series B Bonds shall be issued only in a principal amount that does not cause the District to exceed applicable bonding capacity limitations; and

WHEREAS, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is the information relating to the Series B Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, issuance of the Series B Bonds will be in accordance with Debt Issuance and Management Policy (BP 3470) which complies with Government Code Section 8855;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the National School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series B Bonds.

“Board” means the Governing Board of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure HH submitted to and approved by the requisite 55% of the voters pursuant to the provisions of the California Constitution and the California Education Code on March 3, 2016, under which the issuance of the Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series B Bonds and pay the purchase price therefor.

“Building Fund” means the fund established and held by the County Treasurer under Section 3.03.

“Closing Date” means the date upon which there is a delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series B Bonds.

“County” means County of San Diego, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the San Diego County Treasurer-Tax Collector, or any authorized deputy or designee thereof.

“Debt Service Fund” means the account established and held by the County Treasurer under Section 4.02.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the National School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Vice President of the Board, the Superintendent, the District’s chief business official including an interim official, or such officer’s written designee, or any other person authorized by resolution of the Governing Board of the District to act on behalf of the District with respect to this Resolution and the Series B Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Federal Securities” means (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; (d) pre-refunded municipal bonds rated in the highest rating category by any Rating Agency; and (e) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

“Interest Payment Dates” means February 1 and August 1 in each year during the term of such Series B Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

“Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

“Outstanding,” when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except: (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

“Paying Agent” means any bank, trust company, national banking association or other financial institution, or the County, appointed as paying agent for the Bonds in the manner provided in Article VI of this Resolution. The County may also serve as the District’s paying agent for the Series B Bonds.

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series B Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Series B Bonds” means the not-to-exceed \$10,000,000 aggregate principal amount of National School District (San Diego County, California) General Obligation Bonds, Election of 2016, Series B, issued and at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Raymond James & Associates, Inc., the designated investment banking firm with respect to the negotiated of the Series B Bonds, as provided pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is adopted by the Board under the authority of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been

performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES B BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series B Bonds in the aggregate principal amount not to exceed \$10,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) subsection (2) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition and construction of educational facilities in accordance with the Bond Measure and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest on all Series B Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds shall be designated the "National School District (San Diego County, California) General Obligation Bonds, Election of 2016, Series B", together with any further designations as may be identified in the Bond Purchase Agreement.

The Series B Bonds shall be issued on a tax-exempt basis; provided, however, if legal considerations require that a portion of the Series B Bonds authorized hereunder be issued as a separate series or maturity on a federally taxable basis, the District Representatives are authorized to make such designations which shall be reflected in the Bond Purchase Agreement.

SECTION 2.02. *Terms of Series B Bonds.*

(a) Terms of Series B Bonds. The Series B Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series B Bonds maturing in the year of maturity of the Series B Bonds for which the denomination is specified. Series B Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series B Bonds will be dated as of the Closing Date.

Interest on the Series B Bonds is payable semiannually on each Interest Payment Date. Each Series B Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series B Bond is in default at the time of authentication thereof, such Series B Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series B Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates (up to a maximum of 6 percent per annum), as determined upon the sale thereof as provided in the Bond Purchase Agreement. Interest on the Series B Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series B Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series B Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series B Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series B Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series B Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series B Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series B Bonds will be paid by wire payment on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series B Bonds may be established or modified under the Bond Purchase Agreement provided such terms are in conformity with the Bond Law. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series B Bonds, the provisions of the Bond Purchase Agreement will be

controlling. SECTION 2.03. *Redemption of Series B Bonds.*

(a) Optional Redemption Dates and Prices. The Series B Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, commencing on the date identified in the Bond Purchase Agreement, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest

thereon to the redemption date, or as otherwise provided in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series B Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series B Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of \$5,000 principal amount. The Series B Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in clause (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of

authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (c) of this Section.

SECTION 2.04. *Form of Series B Bonds.* The Series B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series B Bonds.* The Series B Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series B Bonds.* Subject to Section 2.10, any Series B Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series B Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount. No transfers of Series B Bonds shall be

required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series B Bonds.* Series B Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange (except in the cases of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series B Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue,

transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series B Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series B Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; *provided, that* any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Series B Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series B Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series B Bonds to the investment banking firm of Raymond James & Associates, Inc. The Series B Bonds shall be sold pursuant to the Bond Purchase Agreement, in substantially the form on file with the Secretary or Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District, so long as the limitations contained herein are reflected in the Purchase Contract, including:

- (i) the Series B Bonds shall bear a rate of interest of not to exceed legal limits (8 percent per annum) and the final maturity shall not exceed the limits contained in the Bond Law;
- (ii) the Series B Bonds shall have a ratio of total debt service to principal of not to exceed four to one; and
- (iii) the Underwriter's discount shall not exceed _____% of the principal amount of the Series B Bonds.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series B Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market; (b) a negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited if beneficial to the District and (c) a negotiated sale provides time for the designated Underwriter to educate potential investors about recent events in the District and in the bond market.

In the event that the Financial Advisor advises the District that a private placement sale would be beneficial to the District, such form of sale is authorized hereby, and the Underwriter is hereby designated to serve as placement agent, and the District Representatives are authorized to approve and execute documents reflecting revised provisions as prepared by Bond Counsel.

(b) Official Statement. The Board hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series B Bonds in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a

District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements including escrow agreement, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, applying for a municipal bond insurance policy and executing all items related to obtaining such policy, if in the best economic interests of the District, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series B Bonds*. The proceeds of the Series B Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series B Bonds will be transferred to the County Office of Education and deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Series B Bonds will be transferred to the County Office of Education for deposit in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Series B Bonds to be used by the District to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(g) of the Education Code in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such and related custodial agreement.

SECTION 3.03. *Building Fund*. The County Controller or other appropriate County official shall create and maintain a fund designated as the "National School District, Election of 2016, Series B Building Fund," into which the proceeds from the sale of the Series B Bonds shall be deposited, to the extent required under Section 3.02(b). The County shall maintain separate accounting for the proceeds of the Series B Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series B Bonds shall be expended by the District solely for the financing of projects for which the Series B Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All

interest and other gain arising from the investment of proceeds of the Series B Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series B Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series B Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series B Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Professionals; Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, is hereby engaged to act as the District's bond counsel and disclosure counsel, and the firm of Isom Advisors, a Division of Urban Futures, Inc., has previously been engaged to act as the District's financial advisor (the "Financial Advisor"), in connection with the District's financings. Such engagements are confirmed pursuant to contracts previously approved together with any necessary addenda, or with contracts on file with the Superintendent. The estimated costs of issuance associated with the sale of the Series B Bonds is set forth in Appendix B.

SECTION 3.05. *Findings Regarding Useful Life.* In the event that the Series B Bonds are issued with a maturity which extends beyond thirty years, a District Representative which is familiar with the projects to be financed with the proceeds of the Series B Bonds is authorized to make the required findings with respect to the useful life of the projects and the Series B Bonds.

ARTICLE IV

SECURITY FOR THE SERIES B BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series B Bonds.* The Series B Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Series B Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Series B Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Series B Bonds. The principal of and interest on Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers,

agents or employees thereof are liable on the Series B Bonds. In no event are the principal of and interest on Series B Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

As provided in Section 15251 of the Education Code, the Series B Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. The lien attaches automatically without further action or authorization by the District and is valid and binding from the time the Series B Bonds are executed and delivered.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby requests the County Controller or other appropriate County official to establish, hold and maintain a fund to be known as the "National School District General Obligation Bonds, Election of 2016, Series B Debt Service Fund", which the County Treasurer shall maintain as a separate account, distinct from all other funds of the County, the Office of Education and the District. All taxes levied by the County, at the request of the District, for the District's payment of the principal of and interest on the Series B Bonds shall be deposited in the Debt Service Fund promptly upon apportionment of said levy.

SECTION 4.03. *Disbursements From Debt Service Fund.* The County Treasurer shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary for the District to pay the principal of and interest on the Series B Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. Pursuant to such provision, the District hereby authorizes the application of amounts in the Debt Service Fund to reimburse the County for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Series B Bonds under Section 6.01. Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid by the District, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the District's payment of the Series B Bonds and amounts on deposit in the Debt Service Fund to the District's payment of the principal or redemption price of and interest on the Series B Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series B Bonds and successors thereto. The

property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the District's payment of the Series B Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series B Bonds to provide security for the Series B Bonds in addition to any statutory lien that may exist. The District hereby represents and warrants that all of its general obligation bonds, including the Series B Bonds are or were issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board requests and directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in conformity with the terms of the Series B Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series B Bond Owners.* The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series B Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series B Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

(f) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Series B Bonds for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except certain qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Series B Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2022. If the District, at the time of sale, determined it will not meet this requirement, the Series B Bonds shall not be designated as “bank qualified.”

SECTION 5.05. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting.* The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series B Bonds.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance

of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The County of San Diego acting through the Office of the Treasurer-Tax Collector in San Diego, California is hereby appointed to act as the initial Paying Agent for the Series B Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The County Treasurer may also be appointed to serve as Paying Agent.

The Paying Agent may at any time resign by giving written notice to the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, with the written consent of the County Treasurer (which shall not unreasonably be withheld) the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Series B Bonds.* The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Series B Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES B BOND OWNERS

SECTION 7.01. *Remedies of Series B Bond Owners.* Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series B Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Series B Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series B Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the Series B Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series B Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series B Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series B Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series B Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series B Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series B

Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series B Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series B Bonds.

SECTION 9.02. *Defeasance of Series B Bonds.*

(a) Discharge of Resolution. Any or all of the Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) with the Paying Agent or other escrow agent to pay or redeem such Series B Bonds; or
- (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other agent money or securities in the necessary amount to pay or redeem any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series B Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent or other escrow agent in trust for the payment of the principal or redemption price of, or interest on, any

Series B Bonds and remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series B Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Series B Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable

provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Series B Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series B Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series B Bond Owners.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

On motion of Member _____, seconded by _____, the following Member resolution is adopted;

PASS AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 27th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
President of the Governing Board
National School District,
San Diego County, California

By: _____
Secretary of the Governing Board
National School District,
San Diego County, California

**APPENDIX A
FORM OF BOND**

REGISTERED BOND NO. _____ *****\$** _____ *******

**NATIONAL SCHOOL DISTRICT
(San Diego County, California)
GENERAL OBLIGATION BOND
ELECTION OF 2016, SERIES B**

INTEREST RATE PER ANUM: MATURITY DATE: DATED DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ ***** DOLLARS*****

The National School District (the "District"), located in the County of San Diego (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ 1, 2022 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 15, 2022, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being the County of San Diego acting through the Office of the Treasurer-Tax Collector, San Diego, California. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "National School District (San Diego County, California) General

Obligation Bonds, Election of 2016, Series B” (the “Bonds”), in an aggregate principal amount of \$ _____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Bond Law”), and under a Resolution of the Governing Board of the District adopted on April 27, 2022 (the “Resolution”), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite fifty-five percent vote of the electors of the District cast at a special bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$30,000,000. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 principal amount or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__ and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[If applicable:] The Bonds maturing on August 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund Redemption Date (<u>August 1</u>)	Principal Amount To Be <u>Redeemed</u>
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The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any

notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the National School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Clerk of its Governing Board, all as of the date stated above.

NATIONAL SCHOOL DISTRICT

By -Form Only- _____
President

Attest:

By: --Form Only-- _____
Secretary/Clerk of the Board

APPENDIX B

**REQUIRED DISCLOSURES PURSUANT TO
GOVERNMENT CODE SECTION 5852.1**

1. True Interest Cost of the Bonds (Estimated): 4,350%
2. Finance charge of the Bonds, being the sum of fees and charges paid to third parties (Costs of Issuance plus estimated underwriter's compensation) but not including the costs of bond insurance if obtained (Estimated): \$ 196,750
3. Proceeds of the Bonds expected to be received by District for deposit to Building Fund, net of proceeds for Costs of Issuance in (2) above to paid from the principal amount of the Bonds, and capitalized interest (if any) and reserves (if any) (Estimated): \$ 8,855,000
4. Total Payment Amount for the Bonds, being the sum of (a) debt service to be paid on the bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Bonds (Estimated): \$16,901,599

**Information based on estimates made in good faith by the District's Financial Advisor. Estimates include certain assumptions regarding rates available in the bond market at the time of pricing the bonds.*

Agenda Item: **17.B. Accept donations.**

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

Rationale: 1. \$22.40 from Monica Bonnet to El Toyon School for school materials and supplies.

2. \$40.56 from Follett School Solutions to El Toyon School for books and supplies for students.

Quick Summary / Abstract:

- Monica Bonnet is a parent at El Toyon School with an interest in supporting local youth through the Costco Employee Giving Campaign.
- Follett School Solutions is a community partner who supports schools through a consignment buy-back program.

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

Recommended Motion: Accept donations.

Agenda Item: **18. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **19. ADJOURNMENT**