



Governing Board Agenda

April 28, 2021

Welcome

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

Our Governance Team

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

Maria Betancourt-Castañeda, Board Clerk

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

Leighangela Brady, Secretary

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

Maria Dalla, Board President

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

Michelle Gates, Board Member

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

Rocina Lizarraga, Board Member

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

Alma Sarmiento, Board Member

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

This meeting may be recorded

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

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

Meeting Conduct

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

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

<https://meet.google.com/unk-vhbe-jdc>

To listen to the meeting, please call (US)+1 530-494-9303 PIN: 939 353 268#
(long distance charges may apply)

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

<https://stream.meet.google.com/stream/a926f5ee-4407-488d-88ac-a413646c6dcf>

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

Administrative Center

Wednesday, April 28, 2021

1500 "N" Avenue National City, CA 91950

Open Session -- 6:00 p.m.

NOTICE

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

AGENDA

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

<https://forms.gle/PncUiheKPBWXAtu6A>

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Such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PRESENTATIONS

4.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

5. PUBLIC COMMUNICATIONS

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

Maria Dalla,
Board President

<https://forms.gle/PncUiheKPBWXAtu6A>

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6. AGENDA

6.A. Accept Agenda.

Maria Dalla,
Board President

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

Maria Dalla,
Board President

7.A. Minutes

7.A.I. Approve the minutes of the Regular Board Meeting held on April 14, 2021.

Dr. Leighangela Brady,
Superintendent

7.B. Administration-None

Dr. Leighangela Brady,
Superintendent

7.C. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

7.D. Educational Services

7.D.I. Ratify Individual Service Agreement #CT3825 with The Winston School to provide an educational program for student #3705001 for the remainder of the 2020-2021 school year including the Extended School Year (ESY) program.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

7.E. Business Services-None

Dr. Leighangela Brady,
Superintendent

8. GENERAL FUNCTIONS

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

Dr. Leighangela Brady,
Superintendent

8.B. Discussion by the Student Promotion Task Force.

Dr. Leighangela Brady,
Superintendent

9. POLICIES, REGULATIONS, BYLAWS

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

Dr. Leighangela Brady,
Superintendent

10. EDUCATIONAL SERVICES

10.A. Approve the 2021-2024 San Diego County Office of Education (Exhibit A) and National School District's Plans for Serving Expelled Students.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

10.B. Approve contract #CT3807 with Safety Net Smart Cyber Choices Program to provide a one time, free virtual assembly at John A. Otis School.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

10.C. Approve contract #CT3819 with Panorama Education, Inc. to provide professional development for National School District for the 2020-2021 and the 2021-2022 school years.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

10.D. Approve contract #CT3824 with Pediatric Therapy Associates to provide Specialized Academic Instruction for National School District for the 2020-2021 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

10.E. Approve contract #CT3827 with the San Diego County Superintendent of Schools to receive a stipend for participation in the social & emotional learning "SEL" community of practice.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

11. HUMAN RESOURCES

11.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal for a Successor Contract from California School Employees Association (CSEA) and its Chapter 206, to the National School District for the 2021-2022 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11.B. Approve Clinical Affiliation Agreement #CT3829 with Emerson College to establish clinical placement for Speech Language Pathologists students for the 2021-2022 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11.C. Adopt Resolution #20.21.40 in recognition of Certificated School Employee Week May 3-7, 2021.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11.D. Adopt Resolution #20-21.41 in recognition of Classified School Employee Week, May 17-21, 2021.

Dr. Leticia Hernandez,
Assistant
Superintendent of
Human Resources

11.E. Adopt Resolution #20-21.42 in recognition of the Week of the School Administrator, May 24-28, 2021.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12. BUSINESS SERVICES

12.A. Approve contract #CT3805 Interdistrict Transfer Agreement for all school districts within San Diego County for the 2021-2026 school years.

Dr. Leighangela Brady,
Superintendent

13. BOARD/CABINET COMMUNICATIONS

14. ADJOURNMENT

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

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

Agenda Item: **3. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PRESENTATIONS**

Agenda Item: **4.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 14, 2021 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

	Introduce & Welcome 4/28/21	
Name	Position	Location
Alfonso Aguilar	Instructional Assistant - Health Care	Central School
Lissandra Castillo	Instructional Assistant - Health Care	Palmer Way School
Elisa Gonzales	Instructional Assistant - Health Care	Palmer Way School
Melissa Laguatan	Instructional Assistant - Health Care	Palmer Way School
Maria Ornelas	Instructional Assistant - Health Care	Rancho de la Nación School
Claudia Santa Cruz	Instructional Assistant - Health Care	Central School

Agenda Item: **5. PUBLIC COMMUNICATIONS**

Speaker: Maria Dalla, Board President

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

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Agenda Item: **6. AGENDA**
Agenda Item: **6.A. Accept Agenda.**
Speaker: Maria Dalla, Board President
Recommended Motion: Accept Agenda

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

Speaker: Maria Dalla, Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **7.A.I. Approve the minutes of the Regular Board Meeting held on April 14, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
04/14/21 - Board Minutes

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

April 14, 2021
6:00 PM
Virtual

https://drive.google.com/file/d/1IB_PEbrAS2B5a65d4nMoPVTkFWuNmZmn/view?usp=sharing

1. CALL TO ORDER

Board President, Maria Dalla, called the meeting to order at 6:04 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 6:05 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.

Board President, Maria Dalla, called for a moment of silence in honor of former Board Trustees, Ms. Barbara Strahan and Mr. Vince Reynolds, that recently passed away.

4. INFORMATION

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

At the Closed Session on March 24, 2021, the National School District Governing Board voted unanimously to approve Mr. Arik Avanesyans as the new Assistant Superintendent of Business Services in the National School District.

5. PUBLIC COMMUNICATIONS

Sarah Collins, teacher, spoke regarding the Palmer Way Allstate Challenge.

Jocelyn Silva, parent, spoke regarding transportation concerns.

Lori Saldate, parent, spoke regarding Kimball's Dual Immersion Program.

Maria Huerta, parent, spoke regarding the reopening of in-person instruction.

6. AGENDA

6.A. Accept Agenda.

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of the Consent Calendar 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

7.A. Minutes

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

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

7.B. Administration

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

7.C. Human Resources

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

7.D. Educational Services

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

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

7.E. Business Services

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

8. GENERAL FUNCTIONS

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

Dr. Brady led a discussion detailing how the District is navigating the COVID-19 pandemic. She shared current case rates in San Diego county, as well as National City (91950); vaccination progress; parent survey results; hybrid schedule details; and hybrid Board meetings. In-person recognitions, sixth grade promotion, and summer programming were also discussed.

The Governing Board's direction was to reopen school for hybrid instruction on May 10, 2021*.

*4-1, Trustee Sarmiento not in favor.

9. EDUCATIONAL SERVICES

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

Dr. Kraft shared a report on Integrity Charter School renewal petition.

9.B. Approve participation in NCPromise Neighborhood Grant.

Motion Passed: Approval for participation in the NCPromise Neighborhood Grant passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

At 8:38 p.m. Board President Dalla called a brief recess.

At 8:44 p.m., Board President Dalla reconvened the meeting.

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

Motion Passed: Acceptance of Title I District Parent and Family Engagement Policy for the National School District (NSD) 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

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

Motion Passed: Following discussion, approval for the purchase of a digital subscription for Panorama Education for all National School District (NSD) sites passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

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

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

Motion Passed: Following discussion, amendment of contract #CT3756 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

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

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

Motion Passed: Following discussion, amendment of the financial impact for contract #CT3767 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

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

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

Motion Passed: Following discussion, approval of contract #CT3806 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Abstain Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Approval of contract #CT3811 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, approval of contracts #CT3813 through #CT3818 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

10. HUMAN RESOURCES

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

Motion Passed: Adoption of the 2021-2022 school year work calendar passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

10.B. Approve new Employment Agreement with Arik Avanesyans, Assistant Superintendent of Business Services.

Motion Passed: Following discussion, approval of the new Employment Agreement with Arik Avanesyans, Assistant Superintendent of Business Services passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

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

Motion Passed: Approval of contract #CT3822 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

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

11. BUSINESS SERVICES

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

Motion Passed: Following discussion, award contract #CT3820 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Maria Betancourt-Castañeda.

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

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

Motion Passed: Following discussion, award contract #CT3821 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

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

11.C. Accept gifts.

Motion Passed: Acceptance of gifts passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

12. BOARD WORKSHOP

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

Board members conducted a workshop to discuss suggestions in more detail.

13. BOARD/CABINET COMMUNICATIONS

Ms. Betancourt-Castañeda thanked all those present at the meeting and her colleagues for the important discussions. She welcomed Mr. Arik Avanesyans to the National School District family. She wished everyone a goodnight.

Ms. Gates commended all classified employees, especially for the work that has been done to prepare the facilities. She shared how excited she is for the return to in-person instruction. She commented on the great work that Blindspot Collective and Catherine Hanna Schrock do with the performance of "Safa's Story." She thanked staff for bringing forth the NCPromise Neighborhood Grant. She congratulated the Employees of the Year, Amy Wert and Joel Mendoza.

Ms. Lizarraga thanked all those present at the meeting and reminisced of the times she attended Board meetings in-person. She commented on how great it is to have a consensus to reopen for in-person instruction. She shared that the decision made was for the best of the children and knows they will be excited to hear the news. She expressed that although this would be another challenge, children are resilient. She welcomed Mr. Arik Avanesyans to the National School District family. She wished everyone a goodnight.

Ms. Sarmiento welcomed Mr. Arik Avanesyans to the National School District family. She asked staff a question regarding parent choices for distance learning.

Dr. Hernandez welcomed Mr. Arik Avanesyans to the National School District family. She wished everyone a goodnight.

Dr. Kraft welcomed Mr. Arik Avanesyans to the National School District family. She thanked all for a great evening and wished everyone a goodnight.

Dr. Brady congratulated Mr. Arik Avanesyans for his appointment as the new Assistant Superintendent of Business Services. She reminded the Board of the upcoming virtual Special Board meeting on April 26, 2021, and that the Regular Board meeting of April 28, 2021 is scheduled for in-person. She congratulated the Employees of the Year, Amy Wert and Joel Mendoza.

Ms. Dalla welcomed Mr. Arik Avanesyans to the National School District family. She shared that she is looking forward to the reopening day of May 10, 2021 and is excited for the students. She wished everyone a goodnight.

14. ADJOURNMENT

Board President, Maria Dalla, adjourned the meeting at 10:02 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

Agenda Item: **7.C. Human Resources**

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

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff recommendations

CERTIFICATED STAFF RECOMMENDATIONS
April 28, 2021

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

None				
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Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

1. Kathryn Giffin	Teacher Rancho de la Nación School	2021-2022 school year	Unpaid leave of absence	
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CLASSIFIED STAFF RECOMMENDATIONS
April 28, 2021

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

None				
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Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

None				
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Agenda Item: **7.C.II. Accept the employee resignations/retirements.**

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

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

Attachments:
Resignations/Retirements

Resignations 4/28/21			
Name	Position	Location	Effective Date
Sonia Ahumada	Campus Student Supervisor	Rancho de la Nación School	April 6, 2021
Dalvette Gonzalez	Instructional Assistant Health Care	Rancho de la Nación School	April 6, 2021
Kari Guentner	Impact Teacher	Rancho de la Nación School	April 15, 2021

Retirements 4/28/21			
Name	Position	Location	Effective Date
Sandy Ellis	Human Resources Specialist	District Office	June 30, 2021
Anamaria Garcia	Office Technician School	Kimball School	June 16, 2021
Beatriz Macias	Child Nutrition Services Assistant	Palmer Way School	June 9, 2021
Teresa Perez	Child Nutrition Services Site Manager	Central School	June 9, 2021

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

Agenda Item: **7.D.I. Ratify Individual Service Agreement #CT3825 with The Winston School to provide an educational program for student #3705001 for the remainder of the 2020-2021 school year including the Extended School Year (ESY) program.**

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

Quick Summary / Abstract: Student #3705001 is in need of a program and services provided in a non-public school setting. Placement at The Winston School is recommended by the Individualized Education Plan (IEP) team to provide the student more targeted and intensive services.

Contract dates: March 26, 2021 through August 5, 2021.

Comments: Approval of #CT3825 for Individual Service Agreement will provide student #3705001 to receive a program and related services recommended by the student's Individualized Education Plan (IEP) team.

Recommended Motion: Ratify Individual Service Agreement #CT3825 with The Winston School to provide an educational program for student #3705001 for the remainder of the 2020-2021 school year including the Extended School Year (ESY) program.

Financial Impact: Contract cost: Not to exceed \$15,195.60
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3825

This agreement is effective on 3/26/21 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on August 5, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) National School District Nonpublic School The Winston School

LEA Case Manager: Name Janna Piper Phone Number 619-336-7748

Pupil Name ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ Grade ██

(Last) (First) (M.I.)
Address ██████████ City ██████████ State/Zip ██████████

DOB ██████████ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian ██████████ Phone (619) ██████████ (_____)
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
240 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 182 during the regular school year
30 days (6/5/21- 8/05/21) during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 180.90
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 84 x Daily Rate \$180.90 = PROJECTED BASIC EDUCATION COSTS (A) \$15,195.60

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X			INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

 (Signature)

 (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

The Winston School
 (Name of Nonpublic School)

National School District
 (Name of School District)

 (Signature)

 (Date)

 (Signature)

 (Date)

Holly Reed, EdD, MA, OTR/L - Director of Special Education
 (Name and Title)

Leighangela Brady, Ed.D - Superintendent
 (Name of Superintendent or Authorized Designee)

Agenda Item: **7.E. Business Services**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: None

Agenda Item: **8. GENERAL FUNCTIONS**

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

Speaker: Dr. Leighangela Brady, Superintendent

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

Agenda Item: **8.B. Discussion by the Student Promotion Task Force.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Typically, promotions ceremonies are held for preschool, kindergarten, and sixth grade students on or around the last day of school. This year, our last day of school is June 9, 2021. Due to the COVID-19 pandemic, National School District anticipates ending the year in hybrid learning.

Last year, during distance learning, promoting students were celebrated with a drive through celebration and virtual slideshow. This year, a task force of parents, teachers, and administrators has convened to review promotion celebration options for the 2021 school year.

The Task Force will present ideas and recommendations currently being considered to the Governing Board for input.

Agenda Item: **9. POLICIES, REGULATIONS, BYLAWS**

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: These Board Policies, Administrative Regulations and Exhibits were submitted for a first reading at the March 10, 2021 Board meeting in Exhibit C, and discussed by the Governing Board during a Board workshop on April 14, 2021.

Staff had determined that Administrative Regulation (AR) 6173.4 is not applicable to National School District, Title 6 funds are not received.

Comments: Board approval reflects all Policies, Administrative Regulations, and Exhibits, submitted for first reading at the March 10, 2021 Board meeting, and discussed in a subsequent Board workshop.

Recommended Motion: Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.

Attachments:
Maintenance Service Checklist

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 1312.3	Uniform Complaint Procedures		
AR 1312.3	Uniform Complaint Procedures	<p>Fill in Blanks</p> <p><u>Director of Student Support Services</u> <u>Assistant Superintendent of Educational Services</u> <u>Educational Services</u> <u>1500 N Ave National City, CA 91950</u> <u>(619)-336-7550</u> <u>jpiiper@nsd.us</u> <u>skraft@nsd.us</u></p> <p>OPTION 1: <input checked="" type="checkbox"/></p> <p>OPTION 2: <input type="checkbox"/></p>	
AR 4030	Nondiscrimination in Employment	<p>Fill in Blanks</p> <p><u>Assistant Superintendent, Human Resources</u> <u>1500 N Avenue, National City, CA 91950</u> <u>(619)-336-7722</u> <u>leticiahernandez@nsd.us</u></p>	
BP 4119.11 4219.11 4319.11	Sexual Harassment		
AR 4119.11 4219.11 4319.11	Sexual Harassment	<p>Fill in Blanks</p> <p><u>Assistant Superintendent, Human Resources</u> <u>1500 N Avenue, National City, CA 91950</u> <u>(619)-336-7722</u> <u>leticiahernandez@nsd.us</u></p>	
AR 4119.12 4219.12 4319.12	Title IX Sexual Harassment Complaint Procedures	NEW REGULATION	
E 4119.12 4219.12 4319.12	Title IX Sexual Harassment Complaint Procedures	NEW EXHIBIT	

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 4157 4257 4357	Employee Safety		
AR 4157 4257 4357	Employee Safety		
AR 4157.1 4257.1 4357.1	Work-Related Injuries		
BP 5141.22	Infectious Diseases		
AR 5141.22	Infectious Diseases		
BP 5141.5	Mental Health	NEW POLICY	
BP 5145.3	Nondiscrimination/Harassment		
AR 5145.3	Nondiscrimination/Harassment	Fill in Blanks <u>Assistant Superintendent of Educational Services</u> <u>1500 N Avenue National City 91950</u> <u>(619) 336-7500</u> <u>skraft@nsd.us</u>	
BP 5145.6	Parental Notifications		
E 5145.6	Parental Notifications		
BP 5145.7	Sexual Harassment		
AR 5145.7	Sexual Harassment	Fill in Blanks <u>Director Student Support Services</u> <u>1500 N Avenue</u> <u>National City, CA 91950</u> <u>(619)-336-7740</u> <u>jpiper@nsd.us</u>	
AR 5145.71	Title IX Sexual Harassment Complaint Procedures		
BP 6020	Parent Involvement		

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 6020	Parent Involvement		
BP 6115	Ceremonies and Observances		
AR 6115	Ceremonies and Observances		
BP 6142.7	Physical Education and Activity		
AR 6142.7	Physical Education and Activity		
BP 6159	Individualized Education Program		
AR 6159	Individualized Education Program		
BP 6159.1	Procedural Safeguards for Special Education		
AR 6159.1	Procedural Safeguards for Special Education		
BP 6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education		
AR 6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education		
AR 6173.4	Title VI Indian Education Program	NEW REGULATION	

Agenda Item: **10. EDUCATIONAL SERVICES**

Agenda Item: **10.A. Approve the 2021-2024 San Diego County Office of Education (Exhibit A) and National School District's Plans for Serving Expelled Students.**

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

Quick Summary / Abstract: Approval of this item will allow National School District to meet compliance requirements per Education Code 48926, which requires a plan for educational services of expelled students.

County-wide and Local Educational Agency (LEA) plans for serving expelled students must be completed every three years.

The 2021-2024 plans outline existing educational alternatives for expelled students, identify gaps in educational services and indicate strategies for filling those service gaps.

Recommended Motion: Approve the 2021-2024 San Diego County Office of Education (Exhibit A) and National School District's Plans for Serving Expelled Students.

Attachments:
NSD Plan
Exhibit A

**SAN DIEGO COUNTY
OFFICE OF EDUCATION
AND
NATIONAL SCHOOL
DISTRICT'S PLAN
FOR SERVING
EXPELLED STUDENTS**

2021-2024

District Name: National School District

Superintendent: Dr. Leighangela Brady

District Superintendent's

Signature

Date

School District Overview

Educational programs within San Diego County provide numerous opportunities for students who are in need of traditional and/or alternative education programs. Individual school districts offer a broad spectrum of services, and the County Office of Education offers additional options for students. The combination of these services provides a broad continuum of alternatives for expelled students.

A student whose behavior has resulted in expulsion is provided with a rehabilitation plan that is designed by the district of residence. This plan may involve one or more of the options outlined. A student who is simply in need of an educational alternative may also access these programs through a District and/or County referral process.

Education Code 48926

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 2021, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

Education Code 48916.1 (a)

At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion, but only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

County Office of Education Overview

The San Diego County Office of Education will continue to provide educational options for expelled students. The philosophy of each individual school district affects how the San Diego County Office of Education Community School program will meet the needs of that particular school district. Some school districts use the San Diego programs as an educational option for those students expelled under a district "no-tolerance" policy, while others use this program as a student assistance or placement alternative. The Community School is a permissive educational program that provides the local school districts with another educational option for their expelled youth.

County Existing Educational Alternatives for Expelled Youth

The San Diego County Office of Education Court and Community School/Day Center program offers the following options for expelled youth:

- 1) Daily educational programs that meet for 300-360 minutes per day in community classrooms.
- 2) Direct instruction and/or contracted blended learning programs (e.g., face-to-face, independent study and/or online courses). Students are required to complete a minimum of 80 hours of educational product per five-credit course completion.
- 3) Trauma informed, restorative practices and mental health support.
- 4) Early Childhood Development/Head Start with teen parent specialized academic instruction.
- 5) Community schools.
- 6) Special education services.
- 7) Each site provides support to students in meeting the conditions of their rehabilitation plan, as well as wrap-around support to their families.
- 8) Multiple career pathways, internship, and concurrent college enrollment opportunities.
- 9) Breakfast and lunch.
- 10) An opportunity to earn a compass card for transportation.

National School District Existing Educational Alternatives for Expelled Youth

The National School District offers the following options for expelled youth, depending on the specific offense and Education Code violation:

- 1) Suspended expulsion with placement and full continuum of services at the same school including a rehabilitation plan and **Other Means of Correction** contract.
- 2) Suspended expulsion with placement and full continuum of services at a different school within the District including a rehabilitation plan and **Other Means of Correction** contract.
- 3) Suspended expulsion with placement and full continuum of services in a home instruction program operated by the district including a rehabilitation plan and **Other Means of Correction** contract.
- 4) Expulsion with placement and full continuum of services in a home instruction program operated by the District including a rehabilitation plan and **Other Means of Correction** contract.
- 5) Expulsion with referral to the San Diego County Office of Education Community Home Education Program a rehabilitation plan and **Other Means of Correction** contract.

Where there are sufficient numbers of expelled K-6 students in an area, a regional county operated Community School may be developed. It would be centrally located, and parents would be required to provide transportation to the program. Actual referral to such placements will be made by the District Governing Board, with recommendations from the District Administrative Hearing Panel, School Attendance Review Board (SARB), or a similar District referral process.

COUNTY AND DISTRICT GAPS AND STRATEGIES IN EDUCATIONAL SERVICES FOR EXPELLED STUDENTS

The County and the National School District recognize there are gaps that exist in the provision of educational services to expelled students. Some of these gaps are outlined below, with the strategies developed by the county and local districts to address each gap.

Gap 1. Students who have failed their placement in district operated programs may be referred to a county operated Community School. If the student fails that program or commits another expulsion type offense, there may not be any viable alternatives remaining.

County/District strategy for addressing this gap

The San Diego County Office of Education will continue to provide educational services to those eligible students placed or referred to programs such as the Monarch School program for elementary aged pupils.

The district will continue to use existing preventative educational strategies and programs to meet the needs of expelled students. The district will not refer students to the county programs unless it has been determined that no local options are appropriate for the student.

Gap 2. Small school districts within San Diego County generally expel very few students during the course of a school year. Since few students are expelled, that having a special class or program for such students, located in the district, is not financially or geographically feasible.

County/District strategy for addressing this gap

Expelled students who live in rural areas of the County, and who would not be appropriately served through independent study contracts, do not always have access to traditional, seat time based, and classroom programs.

A. Discussion

a) This Gap impacts a small number of students who live in very rural settings. There have been a few cases involving expelled students who live in areas that do not have internet access, and in some cases live without power or phone service.

B. Strategies for 2021-2024

1. School districts will use independent study with more onsite meetings when appropriate.

2. Juvenile Court and Community Schools (JCCS) will use schools operated at facilities operating by County probation when they are proximal to students in these circumstances. Instruction as a means of reaching student who live in remote areas but have access to internet.

3. Districts and JCCS will explore creating the capacity to offer synchronous virtual instruction as a means of reaching students who live in remote areas and have access to internet.

Gap 3. Expelled students do not always have assistance in transitioning back to district schools. Personal, social, and academic adjustment should be considered and supported to ensure successful re-entry.

A. Discussion

- a) Students returning from expulsion are in transition. When returning to the National School District, expelled students require support to resist the tendency to return to old patterns and relationships. They also need help establishing new relationships and behaviors. Preventative positive behavioral intervention systems and reinforcement should be present to validate positive choices and behavior.
- b) All too often, students who have been expelled encounter school staff that are not receptive to have them returned to their campuses.
- c) Efforts made to connect students to caring adults on campus is the most powerful step a district can take to ensure successful re-entry to the school system.

Strategies for 2021-2024:

1. Administrators and counselors in alternative education settings serving expelled students will host re-entry plan meetings with the school counselors of students ready for return to district schools. Each meeting will involve the counselors, student, and the student's parents in developing a plan to support the student's personal, social, and academic needs as they re-enter the district.

2. Restorative practices will be used, when appropriate, to help restore the relationships damaged by the act that led to the expulsion, and to assist students in reintegration into the school communities from which they were expelled.

3. National School District will train their employees:

- To understand the impact of trauma.
- To recognize that negative behavior may be an expression of coping strategies learned in response to past or continuing trauma exposure.
- On strategies employees can use to avoid triggering negative coping strategies.
- On de-escalation strategies (Crisis Prevention Institute).

4. National School District Student Support Services will provide on-going training for school personnel on restorative practices.

- To understand the impact of trauma and how to use trauma informed practices targeting students in need.
- To recognize that negative behavior may be an expression of coping strategies learned in response to past or continuing trauma exposure.
- On strategies employees can use to avoid triggering negative coping strategies.

COUNTY AND DISTRICT ALTERNATIVE PLACEMENTS

The National School District, with the San Diego County Office of Education, will take the following steps for those expelled students who have been placed in a Community Day School but who fail to meet the terms or condition of their rehabilitation plan or who pose a danger to other district pupils.

Step I

The National School District will continue to maintain responsibility developing a preventative behavioral approach, with implementation of and development of a rehabilitation plan for the student, referring the student to an appropriate educational setting, and ensuring that an educational program is provided either within or outside the school district.

Step II

Expelled students who fail to meet the terms and conditions of the district rehabilitation plan may be referred to the San Diego County Office of Education Community School.

For expelled students who are referred to a San Diego County Office of Education Community School such as, the Monarch School, an individual learning plan will be developed with the students' parents and Council on Occupational Education (COE) staff. Part of this plan will include a goal of returning these students to the National School District after the expulsion term. If students fail to meet their goals in the County operated program, they will be referred back to the district for possible review and placement in an alternative program or re-referral to the County for consideration of another available program.

Agenda Item: **10.B. Approve contract #CT3807 with Safety Net Smart Cyber Choices Program to provide a one time, free virtual assembly at John A. Otis School.**

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

Quick Summary / Abstract: Approval of this item will provide John A. Otis School access to services provided by Safety Net Smart Cyber Choices Program at no cost.

These services will allow sixth grade students to be part of a virtual assembly focusing on internet safety and cyber bullying.

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

Comments: The virtual assembly will be held on Friday, April 30, 2021 via Zoom for all sixth grade students and teachers.

Recommended Motion: Approve contract #CT3807 with Safety Net Smart Cyber Choices Program to provide a one time, free virtual assembly at John A. Otis School.

Financial Impact: None

Attachments:
CT3807

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

Contract No. CT3807

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 29 day of April, 2021,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and
Safety Net Smart Cyber Choices Program 444 West Beach Street, Suite #250
Contractor Taxpayer ID Mailing Address

San Diego CA 92101, hereinafter referred to as "Contractor."
City State Zip Code

- Services to be provided by Contractor. A one-time virtual presentation on Internet safety for sixth grade students at John Otis School (virtual).
Location
- Term. Contractor shall provide services under this Agreement on April 30, 2021.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed zero Dollars (\$0). District shall pay Contractor within 15 days of receipt of invoice by Business Services.
- Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
NA
- Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
NA

- 6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
- 7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
- 8. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
- 9. Fingerprinting Requirements. Consultant agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
- 10. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 11. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
NATIONAL SCHOOL DISTRICT	CONTRACTOR			
Signature of Authorized Agent	Signature of Authorized Agent			
Typed or Printed Name	Typed Name			
Title	Social Security or Taxpayer I. D. No.			
Board Approval Date: _____	(Area Code) Telephone Number			

Agenda Item: **10.C. Approve contract #CT3819 with Panorama Education, Inc. to provide professional development for National School District for the 2020-2021 and the 2021-2022 school years.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to virtual professional development provided by Panorama Education.

The contract terms include virtual professional development sessions provided by Panorama Education. These services will train certificated staff on the use of the Panorama Student Success platform to support student academic and social-emotional (SEL) growth and achievement.

The inclusive (all services and supports) per diem rate for this program is \$1,500 per day. The terms of this contract are from June 1, 2021 to May 31, 2022.

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

Comments: This will allow all participating educators to begin using the Panorama Student Success platform at the beginning of the 2021-2022 school year as they develop personalized action plans for all students based on need.

Recommended Motion: Approve contract #CT3819 with Panorama Education, Inc. to provide professional development for National School District for the 2020-2021 and the 2021-2022 school years.

Financial Impact: Contract cost: Not to exceed \$7,500
Additional staffing cost: \$0
Other costs: \$0
Annual cost: \$0
General fund - Governors Emergency Education Relief (GEER)

Attachments:
CT3819

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

Contract No. _____

National School District Independent Contractor Agreement

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. _____

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

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

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

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

For District: 1500 N Avenue
 National City, CA 91950

For Contractor: _____

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

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

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **10.D. Approve contract #CT3824 with Pediatric Therapy Associates to provide Specialized Academic Instruction for National School District for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District (NSD) access to resource specialist program (RSP) support and services provided by Pediatric Therapy Associates. Additional RSP staffing is required to provide services to students due to our current RSP teachers' caseloads exceeding the maximum specified number of students in Education Code (56362(c)): No resource specialist shall have a caseload which exceeds 28 pupils.

The terms of this contract are from April 29, 2021 to June 9, 2021 and provide specialized academic instruction support and services to National School District's resource specialized program by Pediatric Therapy Associates. These services will allow NSD to meet the specialized academic instructional minutes as noted in the Individualized Education Plan.

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

Recommended Motion: Approve contract #CT3824 with Pediatric Therapy Associates to provide Specialized Academic Instruction for National School District for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$26,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General fund - Special Education

Attachments:
CT3824

[01 . 00] [6500 . 000] [5001] [2100] [5800 . 000] [022]
Fund Res Goal Function Object Site

Contract No. CT3824

National School District Independent Contractor Agreement

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

Pediatric Therapy Associates

14772-A Pipeline

Contractor

Taxpayer ID Number

Mailing Address

Chino Hills

CA

91709

, hereinafter referred to as "Contractor."

City

State

Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Provide specialized academic instruction support and services to National School District's Resource Specialist Program (RSP)

2. Term. Contractor shall commence providing services under this Agreement on April 29, 2021, and will diligently perform as required and complete performance by June 9, 2021.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty Six Thousand Dollars (\$26,000.00). District shall pay Contractor according to the following terms and conditions: N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|---|
| For District: | 1500 N Avenue
National City, CA 91950 |
| For Contractor: | <u>14772-A Pipeline</u>
<u>Chino Hills, CA 91709</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 29 day of April, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Leighangela Brady, ED.D.
Typed or Printed Name

Superintendent
Title

Board Approval Date: _____

Signature of Authorized Agent

Harsha Rana
Typed Name

Social Security or Taxpayer I. D. No.

(909) 606-0886 x3
(Area Code) Telephone Number

Agenda Item: **10.E. Approve contract #CT3827 with the San Diego County Superintendent of Schools to receive a stipend for participation in the social & emotional learning "SEL" community of practice.**

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

Quick Summary / Abstract: Approval of this item will allow National School District to receive a \$7,000 stipend from the CalHope student support grant for participation in the SEL community of practice program.

The Department of Health Care Services (DHCS) is contracting with Sacramento County Office of Education (\$6.8 million) to implement a CalHope Student Support Grant. The purpose of the grant is to provide further position education agencies as trusted “Centers of Wellness” for their community. To build capacity of COEs to lead and support SEL for the districts/schools they serve and provide educators with concrete strategies to work with students and each other while experiencing an ongoing crisis.

Comments: A team of four National School District counselors, Lisa Tostado, Rosa Lopez, Juan Flores, Andrea De Anda, and Director of Student Support Services, Janna Piper are participating in the community of practice.

The grant offers a stipend for participation that can be used to supplement the cost of data platforms and/or tools to gather information about students’ social emotional well-being and/or school climate, pay for educator professional development around SEL, mental health, crisis counseling, and suicide prevention to support and supplement content provided from GGSC and to purchase SEL Curriculum to support and supplement content provided by Greater Good Science Center and insights shared by SDCOE.

Recommended Motion: Approve contract #CT3827 with the San Diego county superintendent of schools to receive a stipend for participation in the social & emotional learning "SEL" community of practice.

Financial Impact: Contract revenue: \$7,000
Additional staffing costs: \$0
Other costs: \$0
One time
General fund

Attachments: CT3827

Consultant Agreement

SDCOE Agreement No. _____

This Consultant Agreement, for the provision of services is entered into this first day of March 2021, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and National School District (hereinafter referred to as "Consultant") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

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

2. Term of Agreement.

This Agreement shall be effective from the period commencing March 1, 2021, and ending August 30, 2021, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Consultant shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Consultant received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 60-day written notice to Consultant. During said 60-day period Consultant shall perform all consulting services in accordance with this Agreement.

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

4. Compensation and Reimbursement.

The SDCOE will compensate Consultant at a rate of \$7,000, not to exceed a total of seven thousand dollars (\$7,000). Consultant understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. Consultant will invoice SDCOE monthly for services that have been completed in the previous month.

Consultant may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved by the SDCOE contact designee. Expense reimbursement requests require receipts, without accompanying receipts will not be reimbursed.

5. Confidential Relationship.

SDCOE may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing

obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

6. Public Records Act.

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

7. Ownership of Documents.

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

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

8. Fund Availability

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

9. Data Privacy and Protection

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

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

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

The Consultant uses the following methods to ensure the privacy and security of all electronically stored information:

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

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

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

10. No Assignments.

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

11. Audit.

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

12. Independent Contractor.

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

13. Licenses, Permits, Etc.

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

14. Consultant's Insurance.

The Consultant shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$100,000/\$300,000 Amount

The Consultant shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.

The Consultant 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 Consultant shall sign and file on company letterhead stationery with the SDCOE 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."

16. Tuberculosis Clearance.

Consultant shall certify in writing that Consultant's employees, volunteers, and subcontractors receive clearance for TB.

17. Pupil Safety/School Safety Act.

Consultant shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Consultant is expected to have with SDCOE'S pupils.

_____ The SDCOE has determined that greater than limited contact with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Consultant. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____ The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Consultant has contact with pupils.

 X The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by _____

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

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

19. Tobacco-Free Facility.

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

20. Notices.

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

SDCOE: Mara Madrigal-Weiss, Executive Director
6401 Linda Vista Rd
San Diego, CA 92111
858-298-2068
mmadrigal@sdcoe.net

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

Consultant: Name
Address
City, State, Zip Code
Phone Number

21. Amendment.

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

22. Governing Law/Venue.

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

23. Compliance with Law.

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

24. Debarment, Suspension or Ineligibility Clause.

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

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

25. Final Approval.

This Agreement is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. Employment with Public Agency and Retirees.

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

27. Counterparts.

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

28. Entire Agreement.

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

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

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

CONSULTANT

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Title

Date

Date

EXHIBIT A SPECIAL PROVISIONS

A. Scope of Services.

National School District Team (\$7,000):

- Will identify a minimum of 3 team members that must include an administrator
- All team members will attend a series of 6 Community of Practice meetings (2 hours each)
- Team will hold additional team meetings throughout the span of the project to coordinate SEL activities
- Team will implement SEL practices across the district schools
- Participation in surveys and other data collecting efforts as needed

Agenda Item: **11. HUMAN RESOURCES**

Agenda Item: **11.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal for a Successor Contract from California School Employees Association (CSEA) and its Chapter 206, to the National School District for the 2021-2022 school year.**

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

Quick Summary / Abstract: The Agreement between the National School District and the California School Employees Association (CSEA) and its Chapter 206 expires June 30, 2021. The CSEA has provided their initial proposal for a new successor contract.

Comments: 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.

See attached proposal.

Attachments:
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

Ben Valdepeña
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



April 19, 2021

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 - July 1, 2021 - June 30, 2024

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 2021-2024 Successor Negotiations.

ARTICLE 2 DEFINITION OF TERMS

- CSEA seeks to negotiate a change in the definition of “Permanent Employee.”
- CSEA seeks to negotiate a change in the definition of “Exclusive Representative.”

ARTICLE 5 EMPLOYEE RIGHTS

- CSEA seeks to negotiate language that expand unit member rights to representation for accommodations and interactive process meetings.

ARTICLE 6 CSEA RIGHTS

- CSEA seeks to negotiate new language providing CSEA a full day of release time for bargaining preparation on the day prior to negotiation.
- CSEA seeks to negotiate an increase in release time for New Employee Orientation (NEO).

ARTICLE 9 HOURS AND OVERTIME

- CSEA seeks to negotiate unit member rotation language in 9.12 Community Service Events.
- CSEA seeks to negotiate notification language for summer school assignment for its members.

Our mission: To improve the lives of our members, students and community.

April 28, 2021

ARTICLE 10 PAY AND ALLOWANCES

- CSEA proposes a fair and equitable percent increase on the salary schedule for all bargaining unit employees.
- CSEA seeks to negotiate effects of the California minimum wage on the CSEA salary schedule.

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 2021-2022 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

Agenda Item: **11.B. Approve Clinical Affiliation Agreement #CT3829 with Emerson College to establish clinical placement for Speech Language Pathologists students for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this agreement would allow a qualified student from Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, "Emerson") and the National School District, (collectively, "District") to experience supervised, practical experiences in connection with the speech pathologist clinical program for the 2021-2022 school year.

Comments: The agreement outlines the responsibilities of Emerson College and the District.

Site of internship to be determined.

Recommended Motion: Approve Clinical Affiliation Agreement #CT3829 with Emerson College to establish clinical placement for Speech Language Pathologists students for the 2021-2022 school year.

Attachments:
CT3829

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the “Agreement”), effective as of April 5, 2021 (the “Effective Date”), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, “Emerson”) and National School District, a California School District, and its agents, employees, affiliates, invitees, or representatives (collectively, the “Affiliate”). Emerson and Affiliate referred herein individually as a “Party”; collectively, as the “Parties”.

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the “Program”) to students of Emerson (each a “Student” and collectively, the “Students”); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:
 - 1.1 Role and responsibilities of the Student within the practice setting.
 - 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
 - 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
 - 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
 - 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
 - 1.6 Clinical problem-solving across age span, disorder, and setting.
 - 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
 - 1.8 Cultural competency when working with patients/clients/families in all practice settings.
 - 1.9 Adherence to ASHA’s Code of Ethics and appropriate ethical behavior.
2. **Program Structure; Telehealth Program Contingency.**

- 2.1. Emerson and Affiliate agree that in the normal course of business, the Program will be conducted on-site by the Student at the Affiliate location consistent with all ASHA guidelines.
- 2.2. In the event of (a) a declared emergency by the federal government or the state government in which either Emerson or Affiliate are located, (b) a continued emergency circumstance in the discretion of either Party, or (c) for the health and safety of the Student as determined by either Party (each, an “Emergency Circumstance”), Emerson or Affiliate may determine to restrict or prohibit on-site placement of the Student at Affiliate.
 - 2.2.1. If either Party decides to restrict or prohibit on-site placement of the Student in response to an Emergency Circumstance, Emerson may request that Affiliate permit the Student to engage in the Program remotely using telecommunication technologies (“Telehealth Program”).
 - 2.2.2. If Affiliate agrees to permit a Telehealth Program, the Telehealth Program will be subject to the following terms and conditions:
 - 2.2.2.1. The Telehealth Program will continue for the duration of the time that Emerson is prohibiting on-site placements or until Affiliate allows on-site placements, whichever is later;
 - 2.2.2.2. The Affiliate has or will establish telecommunication capabilities to facilitate telehealth services to its clients for which Students may engage in as part of the Telehealth Program;
 - 2.2.2.3. Any such Telehealth Program shall comply with state licensing and telehealth practice laws as well as ASHA rules (which include compliance with the Council on Academic Accreditation and Council for Clinical Certification), guidelines or recommendations for internship or clinical programs, as either may be modified from time to time in consideration of any Emergency Circumstance;
 - 2.2.2.4. Emerson shall instruct the Student to adhere to all Telehealth Program rules and procedures of the Affiliate made known to the Student, which are necessary for Affiliate to conduct telehealth services in accordance with any applicable laws or regulations; and
 - 2.2.2.5. Student will continue to be covered by Emerson’s professional liability insurance as set forth in this Agreement for the duration of such Telehealth Program.
- 2.3. If Affiliate permits a Telehealth Program in accordance with Section 2.2.2, the Parties will work cooperatively in close consultation to help facilitate the Telehealth Program for the Student. Accordingly, all references to “Program” in this Agreement will mean the “Telehealth Program” as herein defined and the terms of this Agreement will continue to apply in full force and effect to any such Telehealth Program as it would to the Program, provided such terms are not inconsistent with Section 2.2.
- 2.4. If Affiliate does not permit a Telehealth Program in accordance with Section 2.2.2 of this Agreement, either Party may terminate the Agreement immediately upon written notice to the other Party.
- 2.5. Affiliate recognizes that during the time of the COVID-19 pandemic or other Emergency Circumstance, there may be increased risk to a Student, employees of Affiliate, or individuals served by Affiliate as a result of or relating to the Student’s in-person placement. Nevertheless,

if (i) the Parties do not restrict or prohibit on-site placement pursuant to Section 2.2.1, and (ii) Affiliate and Student agree to pursue the on-site placement, then Emerson and Student will execute appropriate waivers for the Student to participate in the on-site placement. Affiliate acknowledges that Emerson may restrict or prohibit such on-site placement and terminate the Agreement if the Student does not execute applicable waivers.

3. Responsibilities of Emerson.

- 3.1. Program. Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.
- 3.2. Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.
- 3.3. Insurance. Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate.
- 3.4. Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.
- 3.5. Background Checks. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.
- 3.6. Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

4. Responsibilities of Affiliate.

- 4.1. Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.
- 4.2. Emergency Care. Affiliate acknowledges Emerson's interest in ensuring its Students receive medical care during an emergency at Affiliate, and Affiliate shall make emergency medical care available to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.

- 4.3. **Withdrawal.** Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.
- 4.4. **Insurance.** Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.
- 4.5. **Indemnification.** Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate's breach of this Agreement, negligence, or willful misconduct related in any way to this this Agreement or the Program; provided that the maximum aggregate liability under this provision shall not exceed the applicable insurance coverage or benefits set forth in this Agreement.

5. Term and Termination.

The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.

- 5.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.
- 5.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.
- 5.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.
6. **Education Records.** If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees

to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

7. **Confidentiality.** The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA “education records,” strictly confidential. This section shall survive any cancellation or termination of this Agreement.
8. **Status of the Parties.** Each Party to this Agreement shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman’s compensation insurance benefits.
9. **No Discrimination.** In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.
10. **Compliance with Policies.** Affiliate understands that the Students in the Program are subject to and protected by Emerson policies on academics and conduct. Affiliate agrees to cooperate with Emerson’s actions taken or inquiries made pursuant to policies.
11. **Use of Name; Public Disclosure.** Unless Emerson provides prior written approval, Affiliate may not use the name of “Emerson” or any Emerson logo or mark; disclose the terms of this Agreement externally; or communicate with members of the media or otherwise make any public announcement regarding the Program. Notwithstanding the foregoing, Affiliate may disclose the terms of this Agreement as required by law or to comply with a regulatory, accreditation, legal or financial reporting obligation. Affiliate may disclose the terms of this Agreement to legal, tax, or financial advisors. Nothing in this paragraph prevents Affiliate from stating that Students are enrolled in Emerson’s program or from publicizing Students’ placement if Students agree.
12. **Notices.** Any notices permitted or required by this Agreement shall be in writing and deemed made on the day such notices are sent via email, delivery receipt requested, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: National School District
 1500 'N' Ave
 National City, CA 91950

If to Emerson: Emerson College

 Attn: Laura Glufling-Tham
 Email: laura_glufling_tham@emerson.edu

With a copy to: Emerson College's Office of the General Counsel: Email:
Meredith_ainbinder@emerson.edu

13. **Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.
14. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.
15. **Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

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

EMERSON COLLEGE

NATIONAL SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Agenda Item: **11.C. Adopt Resolution #20-21.40 in recognition of Certificated School Employee Week May 3-7, 2021.**

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 3-7, 2021.
See attached resolution.

Recommended Motion: Adopt Resolution #20.21.40 in recognition of Certificated School Employee Week May 3-7, 2021.

Attachments:
Resolution #20-21.40

National School District Resolution

#20-21.40

IN RECOGNITION OF CERTIFICATED SCHOOL EMPLOYEES AND DESIGNATING, WEEK OF THE TEACHER MAY 3-7, 2021

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 3-7, 2021, 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 #20-21.40
April 28, 2021
Page 2

PASSED AND ADOPTED this 28th day of April 2021, 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: **11.D. Adopt Resolution #20-21.41 in recognition of Classified School Employee Week, May 17-21, 2021.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent of 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 17-21, 2021.

See attached resolution.

Recommended Motion: Adopt Resolution #20-21.41 in recognition of Classified School Employee Week, May 17-21, 2021.

Attachments:
Resolution #20-21.41

National School District

Resolution

#20-21.41

IN RECOGNITION OF CLASSIFIED EMPLOYEES AND DESIGNATING MAY 17–21, 2021, 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 17-21, 2021, as “Classified School Employee Week.”

PASSED AND ADOPTED this 28th day of April 2021, 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: **11.E. Adopt Resolution #20-21.42 in recognition of the Week of the School Administrator, May 24-28, 2021.**

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 24-28, 2021.

See attached resolution.

Recommended Motion: Adopt Resolution #20-21.42 in recognition of the Week of the School Administrator, May 24-28, 2021.

Attachments:
Resolution #20-21.42

National School District Resolution

20-21.42

IN RECOGNITION OF SCHOOL ADMINISTRATORS DESIGNATING MAY 24-28, 2021 AS SCHOOL ADMINISTRATOR EMPLOYEE WEEK.

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

WHEREAS, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified 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 24-28, 2021, as “School Administrator Employee Week.”

Resolution # 20-21.42
April 28, 2021
Page 2

PASSED AND ADOPTED this 28th day of April 2021, 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: **12. BUSINESS SERVICES**

Agenda Item: **12.A. Approve contract #CT3805 Interdistrict Transfer Agreement for all school districts within San Diego County for the 2021-2026 school years.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: The approval of this agreement will allow National School District to accept student transfer requests from any San Diego County school as needed.

Recommended Motion: Approve contract #CT3805 Interdistrict Transfer Agreement for all school districts within San Diego County for the 2021-2026 school years.

Attachments:
CT3805

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 29th day of April, 2021, by and between the National School District of San Diego County and the All School Districts of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district’s standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - A district of attendance may require reapplication for admission an annual basis.
 - Other, specify: _____

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District:	District:
Initial Approval / Denial:	Initial Approval / Denial:
Appeal:	Appeal:
Personal Conference:	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title:	Title:
District:	District:
Date Approved by Governing Board:	Date Approved by Governing Board:

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

Agenda Item: **14. ADJOURNMENT**