



Governing Board Agenda

June 10, 2020

Welcome

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

Our Governance Team

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

Barbara Avalos, President

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

Maria Betancourt-Castañeda, Member

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

Leighangela Brady, Secretary

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

Brian Clapper, Clerk

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

Maria Dalla, Member

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

Alma Sarmiento, Member

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

This meeting may be recorded

In accordance with Board Policy, 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.

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.



**NATIONAL
SCHOOL DISTRICT**

CORE VALUES



We Believe...
Children first.
Relationships matter.
Whatever it takes!

VISION

Our Promise...
Exceptionally Prepared Learners;
Innovative and Compassionate World Citizens



MISSION

Creating Successful Learners... Now.
Each student in the National School District receives an exemplary, world-class education in a safe and nurturing environment. By collaborating with educators, staff, parents and our diverse community, all students attain the skills essential to succeed and thrive in a competitive, global society.





REGULAR MEETING OF THE GOVERNING BOARD

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

<http://meet.google.com/xkh-oehx-yfv>

To listen to the meeting, please call +1 570-989-0150 PIN: 503 519 700#

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

<http://stream.meet.google.com/stream/15ff930e-666b-42f8-a5be-34a4d627a2f9>

Wednesday, June 10, 2020

Open Session -- 6:00 p.m.

NOTICE

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

AGENDA

If you wish to speak to the Governing Board, comments will be accepted in writing only. You may submit your comment to vcenesa@nsd.us no later than 12:00 p.m. Wednesday, June 10, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words). If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, June 10, 2020 at (619) 336-7701.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

Barbara Avalos,
Board President

Public communication provides the public with an opportunity to address the Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: "If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to vcesena@nsd.us no later than 12:00 p.m. Wednesday, June 10, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words). If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by 12:00 p.m. Wednesday, June 10, 2020 at (619) 336-7701." No Board action can be taken.

5. AGENDA

5.A. Accept Agenda.

Barbara Avalos,
Board President

6. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Barbara Avalos,
Board President

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

6.A. Minutes

6.A.I. Approve the minutes of the Special Board meeting held on May 21, 2020.

Dr. Leighangela
Brady, Superintendent

6.A.II. Approve the minutes of the Special Board meeting held on May 22, 2020.

Dr. Leighangela
Brady, Superintendent

6.A.III. Approve the minutes of the Regular Board meeting held on May 27, 2020.

Dr. Leighangela
Brady, Superintendent

6.A.IV. Approve the minutes of the Special Board meeting held on May 29, 2020.

Dr. Leighangela
Brady, Superintendent

6.A.V. Approve the minutes of the Special Board meeting held on June 1, 2020.	Dr. Leighangela Brady, Superintendent
6.B. Administration- None	Dr. Leighangela Brady, Superintendent
6.C. Human Resources	
6.C.I. Ratify/approve recommended actions in personnel activity list.	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
6.C.II. Accept the employee resignations/retirements.	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
6.D. Educational Services- None	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
6.E. Business Services	
6.E.I. Authorize the sale, disposal and/or donation of surplus property.	Dr. Lis Johnson, Interim Assistant Superintendent, Business Services
6.E.II. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.	Dr. Lis Johnson, Interim Assistant Superintendent, Business Services
7. GENERAL FUNCTIONS	
7.A. Adopt Resolution #19-20.32 regarding absence of Board Member, Barbara Avalos, due to bereavement.	Barbara Avalos, Board President
7.B. Department updates on the Coronavirus (COVID-19) pandemic.	Dr. Leighangela Brady, Superintendent
8. EDUCATIONAL SERVICES	
8.A. Amend contract #CT3514 between the National School District Governing Board and The Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2019-2020.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

8.B. Approve Contract #CT3732 with JIVE Communications to provide voice telecommunication services for 2021-2023.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

9. HUMAN RESOURCES- None

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10. BUSINESS SERVICES

10.A. Conduct a public hearing for the 2020-21 Annual Budget (Exhibit B).

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

10.B. Approve agreement #CT3735 among San Diego County School Districts and the National School District for shared student transportation services for the period of July 1, 2020 through June 30, 2022.

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

10.C. Approve three-year contract #CT3736 (Exhibit C) with Questys Solutions to provide hosted cloud-based storage services for the 2020-21, 2021-22, 2022-23 school years.

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

10.D. Approve contract #CT3737 with American Fidelity Services LLC for utilization of AF Comply Program and Employer Reporting services for the 2020-2021 school year.

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

10.E. Accept gifts.

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

11. BOARD WORKSHOP

12. BOARD/CABINET COMMUNICATIONS

13. ADJOURNMENT

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

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

Agenda Item: **3. ROLL CALL**

Quick Summary / Board:
Abstract: Ms. Barbara Avalos
Ms. Maria Betancourt-Castañeda
Mr. Brian Clapper
Ms. Maria Dalla
Ms. Alma Sarmiento

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

Agenda Item: **4. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary / Public communication provides the public with an opportunity to address the
Abstract: Governing Board regarding an item on the agenda or other topic. The following notice
was given at posting of this agenda: "If you wish to speak to the Board, comments will be
accepted in writing only. You may submit your comment to vcesena@nsd.us no later than
12:00 p.m. Wednesday, June 10, 2020. All timely received comments will be read to the
Governing Board by the Recording Secretary at the time the Board President calls the
item. Comments are not to exceed three (3) minutes (Approx. 450 words). If you have
special needs because of a disability and have difficulty submitting comments via email,
please contact the Superintendent's office by 12:00 p.m. Wednesday, June 10, 2020 at
(619) 336-7701." No Board action can be taken.

Agenda Item: **5. AGENDA**

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

Speaker: Barbara Avalos, Board President

Recommended
Motion: Accept Agenda

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

Speaker: Barbara Avalos, Board President

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

Recommended Motion: Approve Consent Calendar

Agenda Item: **6.A. Minutes**

Agenda Item: **6.A.I. Approve the minutes of the Special Board meeting held on May 21, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Board minutes- 05-21-20

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

May 21, 2020
2:30 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 2:37 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 2:38 PM:

Present:

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

4. PUBLIC COMMUNICATIONS

None.

5. CLOSED SESSION

Closed session was held from 2:37 p.m. to 7:38 p.m.

Action taken during Closed Session will be read out at the next Regular Governing Board meeting.

6. ADJOURNMENT

Closed session was adjourned at 7:38 p.m.

Action taken during Closed Session will be read out at the next Regular Governing Board meeting.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **6.A.II. Approve the minutes of the Special Board meeting held on May 22, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:

Special Board minutes- 05-22-20

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

May 22, 2020

3:30 PM

Virtual

<https://meet.google.com/rgy-efhn-dti>

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 3:34 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 3:39 PM:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

4. PUBLIC COMMUNICATIONS

None.

5. BOARD WORKSHOP

5.1. Budget Workshop for 2020-2021.

Dr. Lis Johnson and Ms. Erina Cowart facilitated a presentation on the budget for 2020-2021.

6. ADJOURNMENT

The meeting was adjourned at 5:49 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **6.A.III. Approve the minutes of the Regular Board meeting held on May 27, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board minutes- 5-27-2020

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

May 27, 2020

6:00 PM

Virtual

https://drive.google.com/drive/folders/1gYLMkuV4_a_4Z0MAHE5dde34J6fkhe-M?usp=sharing

1. CALL TO ORDER

Board President, Barbara Avalos, called the meeting to order at 6:03 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 6:03 PM:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

4. PRESENTATIONS

4.A. Recognize and honor the recipients of the National School District 20, 25, 30, and 35 Year Service Pin/Award.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board recognized and honored the recipients of the National School District 20, 25, 30 and 35 Year Service.

Recipients were presented with a pin/award in advance.

4.B. Recognize and honor the National School District Classified Employee of the Year 2020, Martha Ortega, Office Technician, Palmer Way, and finalists.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board recognized and honored the Classified Employee of the Year 2020, Martha Ortega, Office Technician, Palmer Way School, and finalists.

Ms. Martha Ortega was presented a certificate of recognition and award in advance.

The Classified Employee of the Year 2020 finalists were presented with an engraved pen in advance.

4.C. Recognize and honor the National School District Teacher of the Year 2020, Norma Victorio, Third Grade Teacher, Rancho de la Nación, finalists and nominees.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board recognized and honored the Teacher of the Year 2020, Norma Victorio, Third Grade Teacher, Rancho de la Nación School, finalists and nominees.

Ms. Norma Victorio was presented with a plaque award in advance.

The Teacher of the Year 2020 finalists were presented with an engraved paperweight and platform in advance.

The Teacher of the Year 2020 nominees were presented with a certificate in advance.

4.D. Recognize employees retiring at the end of the 2019-2020 school year.

Dr. Leticia Hernandez, Assistant Superintendent of Human Resources, and the Governing Board recognized and honored the retirees presenting them with an engraved plaque/certificate in advance.

5. PUBLIC COMMUNICATIONS

None.

6. AGENDA

6.A. Accept agenda.

Motion Passed: With the exception of agenda item 10.B., acceptance of agenda passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Following discussion, approval of Consent Calendar passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

7.A. Minutes

7.A.I. Approve the minutes of the Regular Board Meeting held on May 13, 2020.

7.B. Administration

7.C. Human Resources

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

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

7.D. Educational Services

7.D.I. Approve purchase of annual software licenses and/or subscriptions for the 2020-2021 school year.

7.E. Business Services

7.E.I. Approve renewal of annual maintenance agreements and service contracts for the 2020-2021 school year.

8. GENERAL FUNCTIONS

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

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

9. POLICIES, REGULATIONS, BYLAWS

9.A. Adopt Board Policies and Administrative Regulations as listed on attached Exhibit A.

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

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

10. EDUCATIONAL SERVICES

10.A. Approve contract #CT3730 with Curriculum Associates for iReady Common Core diagnostic assessment and online learning instruction curriculum for all students for the 2020-2021 school year.

Motion Passed: Approval of contract #CT3730 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

10.B. Approve contract #CT3732 with JIVE Communications to provide voice services for 2021-2023.

Per staff request, agenda item 10.B. was pulled and will be brought forth at a future meeting.

10.C. Approve contract #CT3733 with Follett School Solutions, Inc. for the purchase and training of Destiny Resource Manager Complete Edition for all ten schools and the District Office for the 2020-2021 school year.

Motion Passed: Approval of contract #CT3733 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

11. HUMAN RESOURCES

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

Motion Passed: Approval of Memorandum of Understanding passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

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

12. BUSINESS SERVICES

12.A. Presentation and discussion by Dale Scott, President of DS&C, regarding the process and timing required to issue the first series of Measure HH bonds.

Dale Scott gave a report regarding the process and timing required to issue the first series of Measure HH bonds.

12.B. Award contract #CT3734 for Bid #19-20-193 to ACCI Roofing Services for roofing repair and replacement on modular buildings.

Motion Passed: Following discussion, award contract #CT3734 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

13. BOARD WORKSHOP

14. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento congratulated her grandson, Elijah De La Paz, who was accepted to the fourth grade GATE program.

Ms. Betancourt-Castañeda congratulated the recognized staff individually. She thanked Dr. Johnson for her support to the District. She congratulated all promoting sixth-grade students as well as graduating high school seniors. She congratulated her own children, an eighth grader and a high school senior.

Ms. Dalla congratulated all who were recognized and expressed that she would have enjoyed celebrating the recipients in person. She thanked Dr. Johnson for her service to the District.

Mr. Clapper echoed the previous Board comments on the staff recognitions. He thanked Dr. Johnson for her service and support to the District. He wished everyone a good night.

Dr. Johnson thanked the Governing Board for welcoming her to the District and shared her continued support to students, families and the District.

Dr. Hernandez congratulated all the recognized staff. She wished everyone a good night.

Dr. Kraft thanked Dr. Johnson for her support and services. She congratulated all the recognized staff. She commended the Human Resources Department for their work on tonight's recognitions. She congratulated all sixth-grade students promoting as well as high school seniors graduating (including her own). She shared that even though promotions will be different this year, they will be just as wonderful and special.

Dr. Brady commended the Human Resources Department for their work on tonight's recognitions. She congratulated all sixth-grade students promoting and shared details on how promotions will be conducted. She congratulated all high school seniors graduating this year and especially those that are a part of staff's families. She wished administrators a happy Administrative Appreciation week.

Ms. Avalos congratulated all the recognized staff. She expressed how happy it was to see staff drive by the District to pick up their award and be part of the Board meeting. She thanked Dr. Johnson for her work with the District. She congratulated Martha Ortega, 2020 Classified Employee of the Year. She thanked all those who joined the Board meeting tonight.

15. ADJOURNMENT

Due to technical difficulties Ms. Avalos dropped from the meeting at adjournment.

Board Clerk, Brian Clapper, adjourned the meeting at 8:06 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **6.A.IV. Approve the minutes of the Special Board meeting held on May 29, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:

Special Board minutes- 05-29-20

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

May 29, 2020

4:30 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 4:34 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 4:35 PM:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Absent:

Ms. Alma Sarmiento

Updated Attendance:

Ms. Alma Sarmiento was updated to present at: 4:36 p.m.

Board President, Barbara Avalos, took roll call.

4. PUBLIC COMMUNICATIONS

None.

5. CLOSED SESSION

Closed session was held from 4:34 p.m. to 6:47 p.m.

No action was taken in closed session.

6. ADJOURNMENT

Closed session was adjourned at 6:47 p.m.

No action was taken in closed session.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **6.A.V. Approve the minutes of the Special Board meeting held on June 1, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:

Special Board minutes- 06-01-20

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

June 01, 2020

3:00 PM

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

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 3:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 3:01 PM:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

4. PUBLIC COMMUNICATIONS

Motion Passed: Vote to waive 20 minutes allowed time for public communications passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

Motion Passed: Vote to allow reading of public communication comment submitted at 3:25 p.m. passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

Larry Cron, Custodial Supervisor, spoke regarding agenda item 5.1.

Jonathan Isaacs, Teacher, spoke regarding agenda item 5.1.

Sandra Puentes, Teacher, spoke regarding agenda item 5.1.

Patricia Carrillo, Teacher/NCETA, spoke regarding agenda item 5.1.

Elizabeth McEvoy, Teacher/NCETA, spoke regarding agenda item 5.1.

Christina Benson, Teacher/NCETA, spoke regarding agenda item 5.1.

Jean Howard, Teacher/NCETA, spoke regarding agenda item 5.1.

Tamlyn McKean, Teacher/NCETA, spoke regarding agenda item 5.1.

5. HUMAN RESOURCES

5.1. Adopt Resolution #19-20.31, resolution of intention to eliminate/reduce classified positions.

Motion Passed: Adoption of Resolution #19-20.31 passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

No Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

No Ms. Alma Sarmiento

6. ADJOURNMENT

The meeting was adjourned at 3:37 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / None

Abstract:

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

Agenda Item: **6.C.I. Ratify/approve recommended actions in personnel activity list.**

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff recommendations

**CERTIFICATED STAFF RECOMMENDATIONS
June 10, 2020**

Name	Position	Effective Date	Placement	Funding Source
Employment				
None				
Temporary Employment				
None				
Additional Duties				
None				
Contract Extension/Change				
None				
Leave of Absence				
1. Joanna Hartley	Teacher John Otis School	2020-2021 school year	Unpaid leave of absence	

**CLASSIFIED STAFF RECOMMENDATIONS
June 10, 2020**

Name	Position	Effective Date	Placement	Funding Source
Employment				
None				
Temporary Employment				
None				
Additional Duties				
None				
Contract Extension/Change				
None				
Leave of Absence				
None				

Agenda Item: **6.C.II. Accept the employee resignations/retirements.**

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

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

Attachments:
Resignations/Retirements

Resignations 6/10/20			
Name	Position	Location	Effective Date
Ashley Allison	Teacher	Lincoln Acres School	June 3, 2020
Mary Wolfer	Teacher	Ira Harbison School	June 3, 2020

Retirements 6/10/20			
Name	Position	Location	Effective Date
Susana Benton	Preschool Teacher	Olivewood School	June 3, 2020

Agenda Item: **6.D. Educational Services**

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

Quick Summary / None

Abstract:

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

Agenda Item: **6.E.I. Authorize the sale, disposal and/or donation of surplus property.**

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

Quick Summary /
Abstract: Education Code Sections 17545 and 17546 outline procedures for disposing and/or donation of property no longer needed or that is unsuitable for school use. The items may be sold at public sale through sealed bid, online through public auctions or donated to any charitable organization for their own use.

If found to be of no value, items may be hauled to the city dump.

Comments: Surplus property sold through Public Surplus auction will be subject to a 10% fee on the proceeds for the auctioneer's commission and other administrative cost.

Agenda Item: **6.E.II. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

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

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

Attachments:
Exhibit A

Agenda Item **7. GENERAL FUNCTIONS**

Agenda Item: **7.A. Adopt Resolution #19-20.32 regarding absence of Board Member, Barbara Avalos, due to bereavement.**

Speaker: Barbara Avalos, Board President

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

Comments: Ms. Barbara Avalos was absent from the Special Emergency Board meeting held on March 13, 2020, due to bereavement.

See attached resolution.

Recommended Motion: Adopt Resolution #19-20.32 regarding absence of Board Member, Barbara Avalos, due to bereavement.

Attachments:
Resolution #19-20.32

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

Speaker: Dr. Leighangela Brady, Superintendent

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

Agenda Item

8. EDUCATIONAL SERVICES

Agenda Item:

8.A. Amend contract #CT3514 between the National School District Governing Board and The Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2019-2020.

Speaker:

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary /
Abstract:

This amended contract decreases National School District's Head Start reimbursement by twenty (20) students for the 2019-2020 school year. The contact received from The Neighborhood House Association for 2019-2020 was for in the amount of \$1,315,068 to serve 188 eligible children.

National School District is currently serving 168 children with Head Start, not 188 as planned; therefore, the reduction is a reflection of current service. This is a grant revenue reduction of \$139,901. The adjusted contract is the amount of \$1,175,167. The amended contract will be for less revenue received. National School District does not have to return any funds.

Comments:

The Federal poverty guidelines determine eligibility for Head Start services. The Federal guidelines have been stagnant while minimum wage and the cost of living has increased. This disparity has caused fewer and fewer families to qualify for Head Start, thus decreasing the number of eligible children available to serve.

The initial contract with The Neighborhood House Association was projected for \$1,500,000 at the June 6, 2019 National School board meeting on the Annual Maintenance Agreement. The contract is revenue based and predicated on the number of children served.

Recommended
Motion:

Amend contract #CT3514 between the National School District Governing Board and The Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2019-2020.

Financial Impact:

Contract revenue: (\$139,901)
Additional staffing costs: \$0
Other cost: \$0
Annual cost
Preschool Fund

Attachments:
CT3514



Chairperson
Tyrone Matthews, Esq.

President and CEO
Rudolph A. Johnson, III

The Neighborhood House Association

AMENDMENT # 1 Contract # 19-007012-HS

This Amendment is entered into effective March 1, 2020, by and between The Neighborhood House Association, a California non-profit public benefit corporation (“NHA”) and National School District (“NATIONAL SCHOOL DISTRICT” or “NSD”), a California school district with primary offices located at 1500 “N” Avenue, National City, CA 91950. NHA and NATIONAL SCHOOL DISTRICT are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into Head Start Services Agreement #19-007012-HS, effective July 1, 2019 (the “Agreement”), to establish a collaborative working relationship to provide Head Start services, including comprehensive health and social services, to eligible children and their families;

WHEREAS, The Parties desire to amend the Agreement;

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

- I. The number of children and families to be serviced referenced in Section 2.1(A) shall decrease by twenty (20). Accordingly, Section 2.1(A) shall be amended to the following:

“A. Provide Center-Based Head Start Services and Combination Head Start Services for a maximum of one hundred sixty-eight (168) children and their families, as set forth in EXHIBIT “A” (Program Options & Sites). No less than 3.5 hours of Center-Based Services shall be provided per day, for a minimum of thirty-five (35) weeks, or one hundred seventy-five (175) days per year.”
- II. The maximum reimbursable amount referenced in EXHIBIT “E,” – Payment and Budget, shall decrease by one hundred thirty-nine thousand nine hundred and one dollars (\$139,901.00). Accordingly, Exhibit E is hereby amended by deleting the existing Exhibit E in its entirety and replacing it with the new Exhibit E, attached hereto.

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

[SIGNATURE PAGE FOLLOWS]

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

National School District

By _____
Leighangela Brady, Ed.D
Superintendent
Date:

The Neighborhood House Association

By _____
Rudolph A. Johnson, III
President and CEO
Date:

Approved as to form and legality:

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

EXHIBIT “E” – PAYMENT & BUDGET

For Services performed by NSD pursuant to this Agreement, NHA agrees to reimburse NSD in an amount not to exceed One Million One Hundred Seventy-Five Thousand One Hundred Sixty-Seven Dollars (\$1,175,167.00), as follows:

A) Head Start Center Based Option:

124 Funded Enrollment = \$937,335

B) Head Start Combination Option:

34 Funded Enrollment = \$237,832

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

D) Between January 1, 2020 and January 31, 2020, NHA will review NSD’s monthly enrollment for the previous months and determine whether the maximum funded enrollment will be amended. If amended, the reimbursable amount for each program option will be adjusted by \$6,995.04 per Funded Enrollment.

E) The maximum reimbursable amount is inclusive of a 1.77% Cost of Living Adjustment (COLA).

Agenda Item: **8.B. Approve contract #CT3732 with JIVE Communications to provide voice telecommunication services for 2021-2023.**

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

Quick Summary / Abstract: Approval of #CT3732 will allow National School District to continue using JIVE Communications voice telecommunication service.

This 3-year contract (\$7,400.78 monthly; \$266,428.08 3 years total) will allow for continuous Telecommunications – Hosted VoIP Services for National School District from July 1, 2020 through June 30, 2023.

Comments: Voice over Internet Protocol (VoIP), is a technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line.

Prior to 2019, a percentage of the telecommunications – hosted VoIP services were funded by eRate; however, in 2019, voice services no longer met eligibility for eRate funding.

This purchase will be made with money budgeted for technology needs.

Recommended Motion: Approve contract #CT3732 with JIVE Communications to provide voice telecommunication services for 2021-2023.

Financial Impact: Contract cost: \$266,428.08 (3-year total cost)
Additional staffing costs: \$0
Other cost: \$0
Annual cost
General Fund

Attachments:
CT3732

[01 - 00] [0000 - 665] [0000] [8100] [5900 - 100] [000]
Fund Res Goal Function Object School

Contract No. CT3732

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

JIVE Communications 1275 West 1600 North, Suite 100

Contractor

Taxpayer ID Number

Mailing Address

Orem

UT

84057

, 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. JIVE will provide telecommunications - Hosted VoIP services for National School District (GoToConnect powered by Jive, Interconnected VoIP, Low Usage, Voice-Standard DID)
Please see attachment

2. Term. Contractor shall commence providing services under this Agreement on July 1, 2020, and will diligently perform as required and complete performance by June 30, 2023.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two hundred sixty six thousand four hundred twenty eight and eight cents Dollars (\$266,428.08). District shall pay Contractor according to the following terms and conditions:
Contractor will invoice the District - (\$7,400.78 monthly; \$266.428.08 three years total)

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

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

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

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

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

8. Confidentiality and Use of Information.

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

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

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect 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: 1275 West 1600 North, Suite 100
Orem, UT 84057

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 11th day of June, 2020.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Dr. Lis Johnson

Typed or Printed Name

Typed Name

Interim Assistant Superintendent - Business Services

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: June 10, 2020

(Area Code) Telephone Number

Agenda Item: **9. HUMAN RESOURCES**

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

Quick Summary / None

Abstract:

Agenda Item: **10. BUSINESS SERVICES**

Agenda Item: **10.A. Conduct a public hearing for the 2020-21 Annual Budget (Exhibit B).**

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

Quick Summary / Abstract: Education Code Section 42103 requires the Governing Board of each school district to hold a public hearing before approving the final annual budget. On May 11, 2020, the public was informed that the proposed annual budget for 2020-21 would be available for review, beginning June 4, 2020, on our district website at www.nsd.us.

The notice also informed the public that a hearing would be conducted at the Governing Board meeting of June 10, 2020. At the hearing, any resident in the District may comment on any item in the budget.

The Governing Board is scheduled to adopt the budget at the June 24, 2020 Board Meeting.

Comments: The budget also contains an attachment explaining balances in excess of minimum reserve requirements. Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

To view the budget in its entirety, see Exhibit B.

Recommended Motion: Conduct a public hearing for the 2020-21 Annual Budget.

Attachments:
Balances in excess of reserves
EPA Account adopted budget
Exhibit B

**Expenditures through: Adopted Budget 2020-21
For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	5,878,263.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		5,878,263.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	5,878,263.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		5,878,263.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Notes:

The expenses budgeted in the Education Protection Account by the National School District are for classroom teachers salaries and benefits only.

Agenda Item: **10.B. Approve agreement #CT3735 among San Diego County School Districts and the National School District for shared student transportation services for the period of July 1, 2020 through June 30, 2022.**

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

Quick Summary / Abstract: Occasionally, it is necessary for the Transportation Department to utilize the school bus services of other school districts within San Diego County. This two-year agreement provides reciprocal services among districts in order to meet transportation requirements.

Comments: At the request of any of the participating school districts, the districts may transport students between public schools, non-public schools and field trip locations located within County boundaries and locations mutually agreed to by participating districts.

Recommended Motion: Approve agreement #CT3735 among San Diego County School Districts and the National School District for shared student transportation services for the period of July 1, 2020 through June 30, 2022.

Financial Impact: Varies

Attachments:
CT3735

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN
SAN DIEGO COUNTY SCHOOL DISTRICTS
JULY 1, 2020 – JUNE 30-2022**

This agreement is entered into between the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called THE DISTRICTS.

This agreement is between the following school districts:

1. Alpine Union School District
2. Bonsall Unified School District
3. Borrego Springs Unified School District
4. Cajon Valley Union School District
5. Cardiff School District
6. Carlsbad Unified School District
7. Chula Vista Elementary School District
8. Coronado Unified School District
9. Dehesa School District
10. Del Mar Union School District
11. Encinitas Union School District
12. Escondido Union School District
13. Escondido Union High School District
14. Fallbrook Union Elementary School District
15. Fallbrook Union High School District
16. Grossmont Union High School District
17. Jamul-Dulzura Union School District
18. Julian Union High School District
19. Julian Union School District
20. La Mesa/Spring Valley School District
21. Lakeside Union School District
22. Lemon Grove School District
23. Mountain Empire Unified School District
24. National School District
25. Oceanside Unified School District
26. Poway Unified School District
27. Rancho Santa Fe School District
28. Ramona Unified School District
29. San Diego County Office of Education (Foster, Youth, and Homeless Education Program)
30. San Diego Unified School District
31. San Dieguito Union High School District
32. San Marcos Unified School District
33. San Pasqual Union School District
34. San Ysidro School District
35. Santee School District
36. Solana Beach School District
37. South Bay Union School District

- 38. Spencer Valley Elementary School District
- 39. Sweetwater Union High School District
- 40. Vallecitos School District
- 41. Valley Center-Pauma Unified School District
- 42. Vista Unified School District
- 43. Warner Unified School District

WITNESSETH

WHEREAS, THE DISTRICTS are mutually interested in and concerned with provision of adequate student transportation services, and

WHEREAS, THE DISTRICTS have personnel, equipment and other required facilities under its jurisdiction suitable for such student transportation services;

NOW THEREFORE, in order to continue and to improve the cooperative efforts of THE DISTRICTS it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of THE DISTRICTS, THE DISTRICTS may transport students between public and non-public schools and field trip locations located with County boundaries and locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other District's students.

2. STUDENT BEHAVIOR CODE

THE DISTRICTS agree to the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before THE DISTRICTS may suspend or terminate riding privileges, THE DISTRICTS must notify the administration or administration's designee. THE DISTRICTS shall provide each other with any information on behavior problems, to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance and shall name each other as additional insured for the term of this agreement, for \$1,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to mutually defend, indemnify, and save free and harmless each other DISTRICT, its officers, agents, and employees against any loss, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TRANSPORTATION FEE

For the transportation of students with disabilities, THE DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, THE DISTRICTS mutually agree to pay the District's published field trip rate.

7. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

EXHIBIT A

EDUCATION CODE SECTION 44807 provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of that school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

The term of this agreement shall be from July 1, 2020 to June 30, 2022 providing that any DISTRICT may terminate the same at any time upon ten (10) days notice in writing. Transportation directors of all participating DISTRICTS will be notified when any DISTRICT chooses to terminate their participation.

Alpine Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Borrego Springs Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ ... 2020.

Cardiff School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Chula Vista Elementary School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Dehesa School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Bonsall Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Cajon Valley Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Carlsbad Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Coronado Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Del Mar Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Encinitas Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Escondido Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Escondido Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Fallbrook Union Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Fallbrook Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Grossmont Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Jamul-Dulzura Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Julian Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Julian Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

La Mesa/Spring Valley School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Lakeside Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Lemon Grove School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Mountain Empire Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Oceanside Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Rancho Santa Fe School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

San Diego County Office of Education
(Foster, Youth, and Homeless Education Program)

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

San Dieguito Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

San Pasqual Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

National School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Poway Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Ramona Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

San Diego Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

San Marcos Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

San Ysidro School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Santee School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Solana Beach School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

South Bay Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Spencer Valley Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Sweetwater Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Vallecitos School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Valley Center-Pauma Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2020.

Vista Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2020.

Warner Unified School District

Name / Title

Approved by _____
On the ____ day of _____ 2020.

Agenda Item: **10.C. Approve three-year contract #CT3736 (Exhibit C) with Questys Solutions to provide hosted cloud-based storage services for the 2020-21, 2021-22, 2022-23 school years.**

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

Quick Summary / Abstract: The Questys Enterprise Content Management system allows the District to maintain a paperless environment while securing and protecting valuable, permanent information. These documents include payroll documentation, personnel files as well as Governing Board agendas and minutes, which are required to be maintained indefinitely.

Comments: Questys Cloud provides a hosted storage solution for the District enabling the elimination of costs associated with maintaining our current server, backup, and other hardware. It also provides back-up of files in several locations, thus minimizing the risk of losing valuable information.

Recommended Motion: Approve three-year contract #CT3736 (Exhibit C) with Questys Solutions to provide hosted cloud-based storage services for the 2020-21, 2021-22, 2022-23 school years.

Financial Impact: Contract cost:
\$16,270.25 July 1, 2020 to June 30, 2021
\$17,083.76 July 1, 2021 to June 30, 2022
\$17,937.95 July 1, 2022 to June 30, 2023
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
Exhibit C

Agenda Item:	10.D. Approve contract #CT3737 with American Fidelity Services LLC for utilization of AF Comply Program and Employer Reporting services for the 2020-2021 school year.
Speaker:	Dr. Lis Johnson, Interim Assistant Superintendent, Business Services
Quick Summary / Abstract:	<p>The employer shared responsibility provisions of the Affordable Care Act (ACA) require employers to offer variable-hour employees, including permanent intermittent employees, health coverage if they work an average of thirty or more hours per week.</p> <p>The AF Comply Program is designed to monitor the hours worked by all employees, trigger notification when new employees become eligible for health coverage, monitor the affordability aspects of the ACA, and provide an auditable tracking tool for long-term compliance needs.</p>
Comments:	<p>The Affordable Care Act (ACA) requires the District to identify full-time employees and determine how many of them are eligible for coverage during any given month. This is particularly challenging for school district's due to the fluctuations in staff hours on a daily, weekly, and monthly basis. The AF Comply Program offered by American Fidelity Services LLC will provide the District with the ability to properly track the hours of these staff members.</p> <p>The initial startup fees and ongoing fees are structured as follows:</p> <ul style="list-style-type: none"> • Initial Setup Fee - \$995 • Per Employee Fees - \$0.55 per month for each employee • Per Employee Fees for Employer Reporting Services - \$3.50 per year for each employee
Recommended Motion:	Approve Master Consulting Services Agreement, Statement of Work and Statement of Work No. 1 with American Fidelity Services LLC for utilization of AF Comply Program and Employer Reporting services.
Financial Impact:	Not to exceed \$13,000 per year General Fund
Attachments:	CT3737

STATEMENT OF WORK
TO THE MASTER CONSULTING SERVICES AGREEMENT (the “MASTER AGREEMENT”) BETWEEN NATIONAL SCHOOL DISTRICT (“CLIENT” or “you” or “your”) AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (“CONSULTANT” or “we” or “us” or “our”)

PROJECT: Patient Protection and Affordable Care Act (“ACA”) Compliance: Time and Eligibility Tracking (“Tracking Service”) and Employer Reporting (“Reporting Service”; the Tracking Service and Reporting Service may be referred to individually as a “Service” or together as the “Services”)

- A. TERMS AND CONDITIONS.** This statement of work (“SOW”) shall be effective as of the 11th day of June, 2020 (the “Effective Date”). This SOW is subject to the terms and conditions of the Master Agreement.
- B. SERVICE DATES.** This SOW will begin on the Effective Date and will continue for a period of twelve (12) months. This SOW will renew upon agreement of the parties for additional 12-month periods. If Client does not renew this SOW, but continues submitting Data (as defined herein), Client understands that Client will be responsible for payment of all Fees (as defined herein) related to processing of submitted Data.
- C. SERVICES AND DELIVERABLES.**
1. **TIME AND ELIGIBILITY TRACKING.** Consultant shall provide Client with access to the Tracking Service, which includes access to use certain computer programming (the “Program”), for the purpose of tracking, monitoring and reporting hours worked by Client’s current and former employees. Such tracking shall assist Client in determining which of its employees is eligible for health coverage and when such employee became eligible.
 2. **ACA REPORTING.** Consultant shall provide Client with access to the Reporting Service Program to facilitate Client’s creation of the 1094-C and 1095-C Forms (collectively, the “Forms”), which satisfy certain reporting requirements of Client to the Internal Revenue Service (“IRS”) and certain disclosure requirements to Client’s employees as required under Sections 6055 and 6056 of the Internal Revenue Code of 1986, as amended (the “Code”). Services provided early in the subsequent calendar year to assist with generating and filing the Forms for an earlier Applicable Reporting Year will be considered part of the Service for the earlier Applicable Reporting Year. As used herein, an “Applicable Reporting Year” means a single calendar year for which the Client is required to generate the Forms.
 3. **CONSULTANT SERVICE.** Consultant shall provide consultation with Client to help Client understand the application and rules of Section 4980H of the Code, which is referred to as the Employer Mandate Penalty, and Sections 6055 and 6056 of the Code, and then gather the information needed to implement the Services.

D. RESTRICTIONS AND RESPONSIBILITIES CONCERNING THE SERVICES.

1. Client acknowledges and agrees that it retains all responsibility to submit required information to the IRS and to provide disclosure documentation to its employees.
2. Client acknowledges and agrees that Client is solely responsible for timely submission, accuracy, and completeness of all Data required to be input into the applicable Service.
 - a. “Data” for purposes of this SOW is defined as demographic data (for employees, former employees, and covered family members subject to reporting under Code Sections 6055 and 6056), plan data, enrollment data, hours of service (records of hours worked and hours for which payment is made or due) data, and health plan coverage data. Consultant has no responsibility or obligation to determine if Data is accurate or complete.
 - b. “Timely Submission” shall mean submitting ongoing Data at least monthly as described in the following section.
 - c. Client shall provide the necessary information required for the Services and shall provide such information to the Program on a monthly basis. Client’s failure to upload Data monthly may jeopardize satisfaction of Client’s reporting obligation to the IRS.
3. Client shall identify in writing the person or persons who will be authorized to access the Services on Client’s behalf (the “Authorized Users”). Client shall ensure that only Authorized Users receive the access codes to the Program; Client shall also provide Authorized Users with procedures for use established by Consultant. Client agrees that Client is solely responsible for access to Client’s Data in violation of such procedures and Consultant shall have no responsibility, obligation or liability for any unauthorized access to the Client’s Data resulting from a failure to follow Consultant’s procedures.
4. As part of the Services, Consultant shall grant Client a limited, personal, non-exclusive, non-transferable and non-assignable license to use the Program defined herein and related documentation (the “Documentation”). The license granted under this SOW is limited to the terms and purpose set forth herein and may be revoked by Consultant for Client’s failure to comply with the provisions of this SOW. Client may not (a) sell, license, reproduce or otherwise transfer or allow the transfer of the Program, or any backup copy, to third parties; (b) use the Program in any manner inconsistent with the rights granted herein; (c) modify or create derivative works of the Program; or (d) decompile, reverse engineer, disassemble, analyze, modify, adapt, convert, or create derivative works from the Program. These restrictions shall survive the termination of this SOW.

E. FEES AND EXPENSES.

1. **TRACKING FEES.** Client agrees to pay \$0.55 per month for each employee whose hours are monitored through the Tracking Service. Tracking Fees shall be invoiced in arrears on or about the 15th day of each month. "PEPM" refers to "per employee per month".
2. **REPORTING FEES.** Client shall pay an annual fee of \$995.00 for the Reporting Service, plus \$3.50 per employee for whom a 1095 form is generated. Half of the total expected reporting fees shall be due in August of the Applicable Reporting Year, with the balance billed at the beginning of the next calendar year. The Annual Fee assumes that Client has (1) Federal Tax Identification Number or Employer Identification Number (EIN) for the Reporting Service. Additional Federal Tax Identification Numbers or Employer Identification Numbers than one (1) may require additional fees.
3. **FEE INCREASES.** Consultant reserves the right to amend the fees described in this SOW by providing the Client at least sixty (60) days' written notice of any fee changes.
4. In the event that Client executes this SOW but terminates the Services prior to the initial upload of Data as described in Section D(2)(b)(i) hereof, Client shall pay Consultant its hourly rate for time spent on Client's behalf prior to Client's termination.

F. TERMINATION OF SOW.

1. Upon a breach of a material term or condition of this SOW, the non-breaching party shall provide notice to the other, which notice shall describe the breach in sufficient detail for the breaching party to identify and correct it. If the breaching party fails to take reasonable steps to remedy the breach within thirty (30) days of the written notice, the non-breaching party may terminate the SOW.
2. Either party may terminate this SOW for convenience by providing thirty (30) days' prior written notice of the same to the other party.
3. Termination of this SOW shall not terminate the rights or obligations of either party arising prior to the effective date of such termination.

G. COPYRIGHT AND PROPRIETARY INFORMATION.

1. Consultant reserves all intellectual property rights with respect to the Services, Program, and Documentation and any copies of same under all applicable national and international laws and treaties for the protection of intellectual property rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to Client in this SOW are retained by Consultant.
2. Immediately upon becoming aware of any unauthorized use, copying, reproduction or disclosure of the Program or Documentation, Client shall notify Consultant in writing.

H. LIMITED WARRANTY/DISCLAIMERS.

1. Subject to the limitation of liability provisions contained in the Master Agreement and as set forth in this SOW, Consultant warrants that it has sufficient rights to grant Client the rights to access the Services pursuant to this SOW. No warranty is made that the Services

will be uninterrupted or error-free. Client is solely responsible for all Data input. Consultant expressly disclaims any and all liability resulting from inadequate, incomplete or improper Data input. This warranty is limited to the term of this SOW.

2. THE PRECEDING WARRANTY IS THE ONLY WARRANTY RELATED TO THE SERVICES, DOCUMENTATION AND SUPPORT SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
3. If an implied warranty or condition is created by Client's jurisdiction and federal or state law prohibits disclaimer of it, Client may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts; so, the above limitation may not apply to you. This limited warranty gives Client specific legal rights. Client may have other rights, which vary from jurisdiction to jurisdiction.
4. Client understands and acknowledges that Client is solely responsible, among other things, for: (a) all uses of the Services using user names or passwords assigned to you; (b) provision of or input of Data into the Services or Program; (c) confirmation of the accuracy of the Data input into and received from the Services; and (d) compliance with all applicable laws associated with the use of the Data.

I. LIMITATION OF LIABILITIES.

1. SUBJECT TO THE LIMITATION OF LIABILITY AND OTHER TERMS CONTAINED IN THE MASTER AGREEMENT, CONSULTANT'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR FOR ANY OTHER BREACH OF THIS AGREEMENT OR FOR ANY OTHER LIABILITY RELATING TO THE PROGRAM SHALL BE LIMITED TO EITHER (A) CORRECTION OF ERRORS IN THE OPERATION OF THE PROGRAM OR (B) REFUND OF FEES. CLIENT WILL RECEIVE ONE OF THE TWO REMEDIES, SELECTED BY CONSULTANT IN ITS SOLE DISCRETION, WITHOUT CHARGE.
2. IN NO EVENT WILL CONSULTANT OR ANY OF ITS AFFILIATES HAVE ANY OBLIGATION OR LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, ARISING FROM OR RELATED TO THE PROGRAM, THE SERVICES OR THE DOCUMENTATION, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. CONSULTANT'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT

ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

[EXECUTION PAGE FOLLOWS]

The parties hereby agree and consent to the terms and conditions of this SOW and acknowledge such by executing the SOW below.

AGREED BY:

NATIONAL SCHOOL DISTRICT

Name: _____
Title: _____
Date: _____

Notice Address:
National School District
1500 North Avenue
National City, CA 91950

**AMERICAN FIDELITY
ADMINISTRATIVE SERVICES, LLC**

Name: Che Yi
Title: Chief Administrative Officer
Date: _____

Notice Address:
American Fidelity
Administrative Services, LLC
Attn: Manager
9000 Cameron Parkway
Oklahoma City, OK 73114

AND

American Fidelity Assurance Company
Attn: Law Department
P.O. Box 25523
Oklahoma City, OK 73125

Agenda Item: **10.E. Accept gifts.**

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

Rationale: Healthy Day Partners will provide National School District (NSD) support and guidance in the development and customization of NSD's Garden Education Program. The Garden Education Program will create meaningful Next Generation Science Standards (NGSS), nutritional, and environmental educational lessons into hands-on and classroom educational opportunities.

Quick Summary / Abstract: Healthy Day Partners is a San Diego based nonprofit whose mission is to nourish and heal people and the planet through improved food systems, ecological practices, and environmental education.

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

Recommended Motion: Accept gifts.

Agenda Item:

11. BOARD WORKSHOP

Agenda Item:

12. BOARD/CABINET COMMUNICATIONS

Agenda Item:

13. ADJOURNMENT