



# Governing Board Agenda

**June 23, 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

Administrative Center  
Wednesday, June 23, 2021  
1500 "N" Avenue National City, CA 91950  
Closed Session – 4:00 p.m.  
Open Session -- 6:00 p.m.

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

<https://meet.google.com/acw-mavu-gnh>

To listen to the meeting, please call (US)+1 402-724-0041 PIN: 555 605 876#

*(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/3cc73b8d-75dd-4f42-a481-5cb6952662e0>

*(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.)*

### 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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**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. ROLL CALL**

**3. PUBLIC COMMUNICATIONS**

Ms. Maria Dalla,  
Board President

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**4. ADJOURN TO CLOSED SESSION**

**5. CLOSED SESSION- 4:00 p.m.**

Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
One Case

Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
One Case  
OAH Case No. 2021060010

Closed session in accordance with Government Code Section 54957:  
PUBLIC EMPLOYEE APPOINTMENT  
Title: Principal

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

**6. RETURN TO OPEN SESSION**

**7. CALL TO ORDER**

## 8. PLEDGE OF ALLEGIANCE

## 9. ROLL CALL

## 10. PRESENTATIONS

**10.A.** Introduce and welcome the new employees.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

## 11. PUBLIC COMMUNICATIONS

Public communication provides the 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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Ms. Maria Dalla,  
Board President

## 12. AGENDA

**12.A.** Accept Agenda.

Ms. Maria Dalla,  
Board President

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

Ms. Maria Dalla,  
Board President

**13.A.** Minutes

**13.A.I.** Approve the minutes of the Regular Board Meeting held on June 9, 2021.

Dr. Leighangela Brady,  
Superintendent

**13.B. Administration- None**

Dr. Leighangela Brady,  
Superintendent

**13.C. Human Resources**

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**13.C.II.** Accept the employee resignations/retirements.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**13.D. Educational Services**

**13.D.I.** Amend contract #CT3045 with YMCA of San Diego County for After School Education & Safety (ASES) Program to extend the grant funds from the 2020-2021 school year through December 31, 2021.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.D.II.** Approve contract #CT3856 with Presence Learning to provide Special Education Services for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.D.III.** Amend Memorandum of Understanding with SBCS for the Prevention Early Intervention Grant for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.D.IV.** Approve the purchase of a digital subscription renewal for Mystery Science licenses for all National School District sites for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.D.V.** Approve the purchase of a digital subscription renewal for Thrively licenses for all National School District sites for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.D.VI.** Approve the purchase of a digital subscription renewal for TIG (Technology Integration Group) software for all National School District sites for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.D.VII.** Approve the purchase of a digital subscription renewal for Discovery Education licenses for all National School District sites for the school year 2021-2022.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.E. Business Services**

**13.E.I.** Authorize temporary transfer of cash between funds during the 2021-2022 fiscal year.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.II.** Approve destruction of records that have met the minimum retention requirements or have been microfilmed/scanned in accordance with Title 5 of the California Administrative Code.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.III.** Authorize the Assistant Superintendent of Business Services to advertise for Notice Inviting Prequalification for contractors

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.IV.** Authorize the Assistant Superintendent of Business Services to advertise for work to be done for Bid 21-22-197 Window Coverings at Multiple School Sites.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.V.** Adopt Resolution #20-21.50 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.VI.** Adopt Resolution #20-21.51 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the purchase of materials, equipment, and supplies.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.VII.** Adopt Resolution #20-21.52 authorizing National School District to participate in the Sourcewell public contract, for the purchase of supplies, materials and equipment.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.VIII.** Adopt Resolution #20-21.53 authorizing National School District to participate in the CalSAVE program for the acquisition of materials, equipment, and supplies.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.IX.** Adopt Resolution #20-21.54 authorizing National School District to participate in the National Association of State Procurement Officials (NASPO) Valuepoint program for the acquisition of materials, equipment and supplies.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.X.** Adopt Resolution #20-21.55 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment and supplies.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.XI.** Adopt Resolution #20-21.56 authorizing National School District to participate in the California Network and Telecommunications (CALNET) program for the purchase of communications and network services, materials, equipment, and supplies.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.XII.** Adopt Resolution #20-21.57 authorizing National School District to participate in the PEPPM Technology Bidding and Purchasing Program for the acquisition of technology equipment, software and supplies.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.XIII.** Adopt Resolution #20-21.58 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13-18/19 Apple Computer Products, Services, and Related Items).

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.XIV.** Adopt Resolution #20-21.59 authorizing contracting to piggyback Request For Proposal (RFP) and award documents from the Fullerton School District for the purchase of frozen and refrigerated food piggyback contract (RFP 2019-04).

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

#### **14. GENERAL FUNCTIONS**

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

Dr. Leighangela Brady,  
Superintendent

**14.B.** Adjust monthly stipend for Governing Board Members.

Dr. Leighangela Brady,  
Superintendent

#### **15. POLICIES, REGULATIONS, BYLAWS**

**15.A.** Adopt Administrative Regulation 1312.4-Williams Uniform Complaint Procedures (UCP).

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Business Services



## 16. EDUCATIONAL SERVICES

- 16.A.** Approve National School District's 2021-2022 Local Control Accountability Plan (LCAP). (Exhibit A)
- Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services
- 16.B.** Approve the National School District Local Control Accountability Plan (LCAP) Federal Addendum for the 2021-2022 school year. (Exhibit B)
- Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services
- 16.C.** Public Hearing to Consider and Adopt Resolution #20-21.60 concerning Renewal Petition submitted by Integrity Charter School. (Exhibit C)
- Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services
- 16.D.** Approve contract #CT3846 with EdTheory to provide Special Education Services for the 2021-2022 school year.
- Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services
- 16.E.** Approve contract CT#3857 Operations Memorandum of Understanding between Integrity Charter School and the National School District Governing Board, effective July 1, 2021, through June 30, 2026.
- Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services
- 16.F.** Approve contract #CT3858 Special Education Memorandum of Understanding with Integrity Charter School.
- Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services
- 16.G.** Approve service agreement #CT3834 with SBCS Corporation for the Family Resource Center program for the 2021-2022 school year.
- Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

## 17. HUMAN RESOURCES

- 17.A.** Approve contract #CT3851 with PowerSchool to provide Human Resources online product solutions for the 2021-2022 school year.
- Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources
- 17.B.** Approve job description for Coordinator of Student Support Services.
- Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

## 18. BUSINESS SERVICES

**18.A.** Approve the Estimated Actual Budget for 2020-2021 (Exhibit D) and adopt the 2021-2022 Proposed Budget for all funds.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**18.B.** Adopt Resolution #20-21.49 for the use of Education Protection Account (EPA) funds for the 2021-2022 school year.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**18.C.** Authorize the Assistant Superintendent of Business Services to file waiver under the authority of the California Education Code Sections 46206(a) and 47612.6, to waive Education Code sections 46201(a) and 47612.5, the audit penalty for offering insufficient instructional minutes during the 2019-2020 school year.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**18.D.** Amend three year contract #CT3736 with Questys Solutions to update hosting service agreement.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**18.E.** Accept gifts.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

## 19. BOARD/CABINET COMMUNICATIONS

## 20. ADJOURNMENT

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

Agenda Item: **2. ROLL CALL**

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

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

Agenda Item: **3. PUBLIC COMMUNICATIONS**

Speaker: Ms. 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: **4. ADJOURN TO CLOSED SESSION**

Agenda Item: **5. CLOSED SESSION- 4:00 p.m.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
One Case

Closed session in accordance with Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
One Case  
OAH Case No. 2021060010

Closed session in accordance with Government Code Section 54957:  
PUBLIC EMPLOYEE APPOINTMENT  
Title: Principal

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

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

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

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

Agenda Item: **9. 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

Mr. Arik Avanesyans, Assistant Superintendent-Business Services

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **10. PRESENTATIONS**

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

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

Quick Summary / Abstract: The employees on the attached list were approved at the June 9, 2021, Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

	<b>Introduce &amp; Welcome 6/23/21</b>	
<b>Name</b>	<b>Position</b>	<b>Location</b>
Perla Gallegos	Instructional Assistant – Special Education	Central School

Agenda Item: **11. PUBLIC COMMUNICATIONS**

Speaker: Ms. 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: **12. AGENDA**

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

Speaker: Ms. Maria Dalla, Board President

Recommended  
Motion: Accept Agenda

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

Speaker: Ms. Maria Dalla, Board President

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

Recommended  
Motion: Approve Consent Agenda.

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

Agenda Item: **13.A.I. Approve the minutes of the Regular Board Meeting held on June 9, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Board Minutes- 6/09/2021

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

June 09, 2021  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

[https://drive.google.com/file/d/1\\_eHMLnVJ9416CPHviQrFNvNL7FnsESC3/view?usp=sharing](https://drive.google.com/file/d/1_eHMLnVJ9416CPHviQrFNvNL7FnsESC3/view?usp=sharing)

**1. CALL TO ORDER**

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

**2. PUBLIC COMMUNICATIONS**

None

**3. ADJOURN TO CLOSED SESSION**

**4. CLOSED SESSION - 4:00 p.m.**

Closed session was held from 4:03 p.m. to 5:50 p.m.

No action was taken in closed session.

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

Board President, Ms. Maria Dalla, called the meeting to order at 6:03 p.m.

**7. PLEDGE OF ALLEGIANCE**

## **8. ROLL CALL**

### **Attendance taken at 6:04 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.

## **9. PRESENTATIONS**

### **9.A. Introduce and welcome the new employees.**

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

## **10. PUBLIC COMMUNICATIONS**

None

## **11. AGENDA**

### **11.A. Accept Agenda.**

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

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

## **12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

**Motion Passed:** Approval of the Consent Agenda 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

**12.A. Minutes**

**12.A.I. Approve the minutes of the Regular Board Meeting held on May 12, 2021.**

**12.A.II. Approve the minutes of the Special Board Meeting held on May 17, 2021.**

**12.A.III. Approve the minutes of the Regular Board Meeting held on May 26, 2021.**

**12.B. Administration**

**12.C. Human Resources**

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

**12.C.II. Accept the employee resignations/retirements.**

**12.D. Educational Services**

**12.D.I. Authorize the Superintendent to submit the Consolidated Application for Funding Categorical Aid Programs 2021-2022.**

**12.E. Business Services**

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

**12.E.II. Approve renewal of annual maintenance agreements and service contracts for the 2021-2022 school year.**

**13. POLICIES, REGULATIONS, BYLAWS**

**13.A. First reading of Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (UCP).**

**14. GENERAL FUNCTIONS**

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

Dr. Brady updated the Governing Board on hybrid promotions, Extended School Year (ESY)/REACH camp, summer meals, devices, COVID-19 case rates, and shared important dates.

**14.B. Approve the draft National School District (NSD) Governing Board meeting schedule for the 2021-2022 school year.**

**Motion Passed:** Approval of the 2021-2022 National School District (NSD) Governing Board meeting schedule 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

**14.C. Approve contract #CT3852 with Studio 1 Distinctive Portraiture to provide school photography services to National School District (NSD) schools for the 2021-2022 school year.**

**Motion Passed:** Approval of contract #CT3852 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

**15. EDUCATIONAL SERVICES**

**15.A. Conduct a public hearing for the three year 2021-2024 Local Control Accountability Plan. (Exhibit B)**

Board President, Ms. Maria Dalla, opened the public hearing at 6:19 p.m.

Dr. Sharmila Kraft shared information regarding the Local Control Accountability Plan.

Board President, Ms. Maria Dalla, closed the public hearing at 6:48 p.m.

**15.B. Approve contract #CT3835 with Rupe Consulting Services, LLC for the District's E-Rate application activities for the 2021-2022 school year.**

**Motion Passed:** Approval of contract #CT3835 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

**15.C. Approve contract #CT3843 with the Regents of the University of California Irvine to provide TK-6 professional development and programming in math for the 2021-2022 school year.**

**Motion Passed:** Following discussion, approval of contract #CT3843 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

## **16. HUMAN RESOURCES**

**16.A. Conduct a public hearing for the Collective Bargaining Agreements with the California School Employees Association (CSEA) and its Chapter 206, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR Title V, Section 15449.**

Board President, Ms. Maria Dalla, opened the public hearing at 6:54 p.m.

Mr. Arik Avanesyans, clarified the language in the agenda item.

Board President, Ms. Maria Dalla, closed the public hearing at 6:56 p.m.

**16.B. Approve the Tentative Agreement, Memorandum of Understanding (MOU) Addendum to Reopening Schools between California School Employees Association (CSEA) and its Chapter 206 and the Governing Board of National School District (NSD) for the 2020-2021 school year.**

**Motion Passed:** Approval of the Tentative Agreement, Memorandum of Understanding (MOU) 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

**16.C. Approve contract #CT3631 with Frontline Technologies to provide substitute placement services for National School District (NSD) for the 2021-2022 school year.**

**Motion Passed:** Following discussion, approval of contract #CT3631 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



## **17. BUSINESS SERVICES**

### **17.A. Conduct a public hearing for the 2021-2022 Annual Budget. (Exhibit C)**

Board President, Ms. Maria Dalla, opened the public hearing at 6:59 p.m.

Mr. Arik Avanesyans shared information regarding the 2021-2022 Budget.

Board President, Ms. Maria Dalla, closed the public hearing at 7:36 p.m.

### **17.B. Presentation by the Budget Reduction Task Force.**

Mr. Jon Hansen, Director of Business Support Services, and members of the Budget Reduction Task Force gave a presentation regarding their recommendations to eliminate deficit spending from the General Fund and eliminate the structural deficit.

### **17.C. Consideration and approval of Ms. Anne Campbell, Ms. Lori Anne Peoples, Ms. Manuela Ramirez, and Mr. David Garcia Ozua to the Measure N and Measure HH Citizens' Bond Oversight Committee (CBOC).**

**Motion Passed:** Following discussion, consideration and approval for Ms. Anne Campbell, Ms. Lori Anne Peoples, Ms. Manuela Ramirez, and Mr. David Garcia Ozua to the Measure N and Measure HH Citizens' Bond Oversight Committee (CBOC) 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

### **17.D. Adopt Resolution #20-21.48 to establish an Associate Student Body (ASB) Special Revenue Fund.**

**Motion Passed:** Following discussion, adoption of Resolution #20-21.48 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

**17.E. Approve contract #CT3633 with Blackboard to provide website template, hosting, and Americans with Disabilities Act compliance for the 2021-2022 school year.**

**Motion Passed:** Approval of contract #CT3633 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

**17.F. Approve contract #CT3845 with Cooperative Strategies for Developer Fee Justification Study Services.**

**Motion Passed:** Following discussion, approval of contract #CT3845 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

**17.G. Approve contract #CT3848 with Nyhart Actuary & Employee Benefits to perform the Other Post-Employment Benefits Actuarial Valuation for the National School District (NSD).**

**Motion Passed:** Following discussion, approval of contract #CT3848 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

**17.H. Accept gifts.**

**Motion Passed:** Acceptance of gifts 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

## 18. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento shared that she was able to attend the Palmer Way School sixth grade promotion ceremony, as well as their preschool drive by ceremony. She shared that this year's arrangements with individual classes felt more intimate and was enjoyable for parents. She shared that Chief of Police, Mr. Jose Tellez, will be on Fox 5 News for making an arrest earlier in the day.

Ms. Betancourt-Castañeda shared that she was able to attend all the Olivewood School and El Toyon School sixth grade promotion ceremonies. She shared that it was enjoyable to watch sixth graders give speeches during their promotions, as they were given the opportunity to be the guest speakers. She thanked the Parent Teacher Association (PTA) for their work at the promotion. She shared that she participated in Olivewood School's preschool, transitional kindergarten, and kindergarten drive by promotions. She thanked those who shared a presentation this evening, especially the Budget Reduction Task Force. She congratulated the retirees. She welcomed the new employee. She thanked teachers, staff, parents, and students for their hard work this school year. She shared that she is proud to be a part of the National School District family because students are always the priority. She wished everyone a great summer break and shared that she looks forward to the start of the next school year.

Ms. Gates thanked all for an insightful and informative Board meeting. She thanked those who shared a presentation this evening. She shared that she was able to attend the Las Palmas School sixth grade promotion ceremony and gave thanks to Principal, Ms. Sonia Ruan and teacher, Mr. Derek Petty. She thanked the Parent Teacher Association (PTA) and volunteers for decorating the promotions. She thanked the Technology Department for their hard work. She shared that Box Tops for Education is now available online and encouraged everyone to participate and therefore add cash to their school's earnings. She extended a sentiment to her husband, Mr. Jamie Gates, for their upcoming 29-year anniversary.

Ms. Lizarraga echoed her colleagues' comments. She shared that she was able to attend the Kimball School sixth grade promotion ceremony and gave thanks to Principal, Ms. Luz Vicario for an emotional and enjoyable ceremony. She thanked Mr. Avanesyans for a very transparent presentation. She thanked Dr. Kraft for answering all her questions. She thanked Dr. Hernandez for her work this school year. She expressed appreciation for being a part of the Budget Reduction Task Force. She shared that her son, who is a product of Kimball School, will be graduating from the University of California Irvine with a degree in Ecology and Evolutionary Biology and a minor in Criminology, Law and Society.

Dr. Hernandez thanked all National School District staff for a strong finish to the school year. She wished everyone a restful summer break. She shared that we will be ready for the July 26, 2021, start date.

Mr. Avanesyans shared that he was able to attend the Central School sixth grade promotion ceremony and that it was refreshing to be on campus with students after the school closures. He shared that the student speaker at the promotion was very inspirational and gave a heartfelt speech.

Dr. Kraft congratulated all promoting sixth graders. She shared that she was able to attend the Ira Harbison School six grade promotion and thanked the sixth-grade teachers and Parent Teacher Association (PTA) for the wonderful ceremonies. She expressed her admiration for the National School District family that made this unprecedented school year a great one.

Dr. Brady thanked staff and PTA for the wonderful promotions, especially, Dr. Leticia Segura at John A. Otis School where she attended. She thanked the Technology Department and Mr. Bryan Lucero for their work with the audio and visual for the Board meetings. She gave an update on the Superintendent's Student Roundtable and thanked the Coronado Unified School District students that participated in the United Nations Global Goals Local Action Project. She shared that the California School Boards Association (CSBA) Annual Education Conference for 2021 will be hosted in San Diego and encouraged trustees to attend in-person together. She asked the Board if there was interest in a self-led workshop regarding the Rosenberg's Rules of Order.

Ms. Dalla shared that she was honored to attend Rancho de la Nación School sixth grade promotion ceremony for Ms. Madueña's class. She shared that during the promotion a list of student accomplishments with Distance Learning was mentioned. She was impressed with all that was accomplished and was happy to hear the students had the opportunity to attend an opera. She thanked all for their work during this challenging year. She shared that she looks forward to a different upcoming school year. She wished everyone a good evening.

## **19. ADJOURNMENT**

Board President, Ms. Maria Dalla, adjourned the meeting at 8:53 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / None.

Abstract:

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

Agenda Item: **13.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 23, 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**

1. Ricardo Alvarado	ELPAC Assessment Tester 4 hours per day District Office	June 24, 2021 to July 20, 2021	\$41.12 hourly rate	ELPAC Fund
2. Sara Hennessy	ELPAC Assessment Tester 4 hours per day District Office	June 24, 2021 to July 20, 2021	\$41.12 hourly rate	ELPAC Fund
3. Phillip Scott	ELPAC Assessment Tester 4 hours per day District Office	June 24, 2021 to July 20, 2021	\$41.12 hourly rate	ELPAC Fund

**Additional Duties**

None			
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**Contract Extension/Change**

None			
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**Leave of Absence**

None			
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**CLASSIFIED STAFF RECOMMENDATIONS  
June 23, 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**

5. Viridiana Gallegos	From Child Nutrition Services Assistant – John Otis School to	July 1, 2021	Range 20, Step 1	General Fund
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	Child Nutrition Services Site Manager 8 hours per day 208 days per year Ira Harbison School			
6. Maria Gonzalez	From Child Nutrition Services Assistant – Kimball School to Child Nutrition Services Site Manager 8 hours per day 208 days per year Kimball School	July 1, 2021	Range 20, Step 1	General Fund

**Leave of Absence**

None				
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Agenda Item: **13.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

<b>Resignations 6/23/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Veronica Bueno	Teacher	Kimball School	June 9, 2021
Amanda Flamion	Child Nutrition Services Area Supervisor	Child Nutrition Services	June 16, 2021
Sandy Hindi	Child Nutrition Services Registered Dietitian	Child Nutrition Services	August 6, 2021
Ana Jara	Teacher	Las Palmas School	June 9, 2021
Jessie Nord	Special Day Class Teacher	Rancho de la Nación School	July 2, 2021
Angelica Peña	Campus Student Supervisor	Las Palmas School	June 9, 2021
Maria Reynoso	Campus Student Supervisor	Las Palmas School	June 9, 2021

<b>Retirements 6/23/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
None			

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

Agenda Item: **13.D.I. Amend contract #CT3045 with YMCA of San Diego County for After School Education & Safety (ASES) Program to extend the grant funds from the 2020-2021 school year through December 31, 2021.**

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

Quick Summary / Abstract: Contract #CT3045 with South Bay YMCA for Before and After School program for the 2020-2021 school year was approved for 1,854,352.45 at the May 27, 2020, Board meeting. The contract requires National School District to increase or reduce this amount if the California Department of Education adjusts the reimbursement rate. As a result of an increase of funds, the contract was amended on August 12, 2020, to reflect National School District's ASES 2020-2021 allocation increase to \$1,948,583.80.

The California Department of Education Expanded Learning Division issued guidance related to the extension of the 2020-2021 ASES Program grants until December 31, 2021.

Approval of this amendment to the contract will extend the 2020-2021 ASES Program funds contracted to the YMCA to provide ASES Program services through Dec 31, 2021.

Comments: Approval of this item will allow National School District an extension to use these funds for after school services.

There is no fiscal change to the amended August 12, 2020, ASES 2020-2021 allocation (\$1,948,583.80), this approval only extends the original timeline terms.

Recommended Motion: Amend contract #CT3045 with YMCA of San Diego County for After School Education & Safety (ASES) Program to extend the grant funds from the 2020-2021 school year through December 31, 2021.

Financial Impact: None

Attachments:  
#CT3045 Extension 2020-2021

## MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) Program 2021-22  
YMCA of San Diego County and National School District

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

### 1. General Conditions:

#### **ASES Program Hours of Operation and Attendance Requirements:**

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

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

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

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

attendance revisions with the SDCOE.

### **3. Staffing Requirements:**

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

### **4. State Mandated Data and Evaluation Requirements:**

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

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

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

### **6. Federal Program Monitoring and Annual Program Audit Guidelines.**

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

## **7. Budget Restrictions**

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

## **8. Program Matching Funding Requirements.**

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

## **9. Additional ASES Program Operation Requirements.**

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

Plan as part of the San Diego ASES Program Consortium.

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

## **10. Terms and Conditions of the Grant Award**

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

## **PERIOD OF AGREEMENT**

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

## **11. COMPENSATION/COSTS AND PAYMENT SCHEDULE**

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

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

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

### National District Contact:

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

### YMCA of San Diego County Contact:

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

## 13. CONFIDENTIALITY

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

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

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

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

## 14. CONFIDENTIALITY OF SERVICES



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

The YMCA agrees to all of the following:

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

(i) The disclosure is authorized by this Agreement;

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

or

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

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

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

## **15. TERMINATION FOR CONVENIENCE**

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

## **16. TERMINATION FOR DEFAULT**

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

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

## **17. INDEPENDENT CONTRACTOR**

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

## **18. HOLD HARMLESS**

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

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

## **19. WORKERS' COMPENSATION**

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

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

## **20. NON-FUNDING**

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

## **21. AUDIT**

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

## 22. INSURANCE REQUIREMENTS

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

### Coverage is at least as broad as:

Amounts of Insurance:

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

## 23. GOVERNING LAW/VENUE SAN DIEGO

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

## 24. COMPLIANCE WITH LAW

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

## 25. FINAL APPROVAL

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

## 26. PUPIL SAFETY / SCHOOL SAFETY ACT

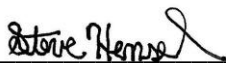
Pupil Safety/School Safety Act: NSD shall determine the YMCA's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

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

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

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

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



By (Authorized Signature)

05/19/21

Date

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

## 27. ENTIRE AGREEMENT

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

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

**NATIONAL SCHOOL  
SCHOOL DISTRICT**

**YMCA OF SAN DIEGO COUNTY**

By (Authorized Signature)

By (Authorized Signature)

\_\_\_\_\_  
Dr. Leighangela Brady  
Superintendent  
National School District

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board Approval:

YMCA Federal EIN #: 95-2039198

Agenda Item: **13.D.II. Approve contract #CT3856 with Presence Learning to provide Special Education Services for the 2021-2022 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 services provided by Presence Learning, including: speech-language services and psychoeducational evaluations.

The contract term outlines the types of services provided at Presence Learning. These services will allow students to receive services that are written into their Individualized Educational Plans (IEPs).

The inclusive (all services and supports) per diem rate for these services is \$89 per hour and \$105 per hour for bilingual services. The terms of this contract is from July 1, 2021 to June 30, 2022.

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

The services will be provided on-site.

Recommended Motion: Approve contract #CT3856 with Presence Learning to provide Special Education Services for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$150,000  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund- Special Education

Attachments:  
CT3856



# PresenceLearning

## Service Order

### LEA Name and Contact Information

Name: National School District - CA

Address: 1500 N Ave National City, CA

### LEA Primary Point of Contact

Name: Janna Piper

Email Address: [jpiper@nsd.us](mailto:jpiper@nsd.us)

### LEA Secondary Point of Contact

Name:

Email Address:

### PresenceLearning Contact Information

Name: Michelle Brownlee

Email Address: [michelle.brownlee@presencelearning.com](mailto:michelle.brownlee@presencelearning.com)

## Service Order

### 1. Services

Service Type	Student Quantity/ Groups	Service Rate
Hourly SLP Services	0	\$89.00
Hourly OT Services	0	\$89.00
Hourly BMH Services	0	\$89.00
Annual Student Administrative Fee	5	\$100.00
Hourly SLP Services - Bilingual	5	\$105.00

### 2. SLP Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by SLP	0	\$64.00
Bilingual Screening by SLP	0	\$115.00
Evaluation Coordination and Reporting by SLP	0	\$257.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$257.00
Review of Records by SLP	0	\$114.00
Additional Assessment Component by SLP	0	\$33.00
Articulation Standard Assessment	0	\$69.00
Auditory Processing Select Index	0	\$85.00
Classroom Observation by SLP	0	\$47.00
Early Childhood Language Assessment	0	\$103.00
Fluency Standard Assessment	0	\$114.00
Language Select Index	0	\$31.00
Language Standard Assessment	0	\$149.00
Pragmatic Language Standard Assessment	0	\$91.00
Phonological Process Analysis Select Index	0	\$26.00
Phonological Processing Assessment	0	\$77.00
Supplemental Language Screener	0	\$26.00
Spanish Language Standard Assessment	0	\$143.00
Spanish Language Select Index	0	\$47.00
Spanish Auditory Processing Select Index	0	\$85.00
Additional Bilingual Assessment Component	0	\$47.00
Spanish Articulation Measures	0	\$47.00



Service Type	Student Quantity/ Groups	Service Rate
Spanish Articulation Standard Assessment	0	\$57.00
Augmentative Alternative Communication Assessment	0	\$114.00
Additional Language Subtest	0	\$33.00
Home Coordination by SLP	0	\$114.00
Language Difference vs. Disorder Analysis	0	\$86.00
Pre-referral Meeting by SLP	0	\$114.00

### 3. OT Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by OT	0	\$64.00
Evaluation Coordination and Reporting by OT	0	\$257.00
Review of Records by OT	0	\$114.00
Classroom Observation by OT	0	\$47.00
Standard School-Related-ADL Assessment	0	\$74.00
Standard Sensory Processing Assessment	0	\$74.00
Standard Motor Skills Assessment	0	\$86.00
Standard Visual Perception Assessment	0	\$74.00
Standard Preschool Assessment	0	\$114.00
Additional Assessment Component by OT	0	\$33.00
Home Coordination by OT	0	\$114.00
Informal Fine Motor Assessment	0	\$47.00
Pre-referral Meeting by OT	0	\$114.00

### 4. BMH Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by MHP	0	\$150.00
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$270.00
Rating Scale Assessment	0	\$150.00
Classroom Observation by MHP	0	\$135.00
Additional Assessment by MHP	0	\$270.00
Additional Requested Meetings	0	\$67.00
Bilingual Services by MHP	0	\$135.00
Home Coordination by MHP	0	\$135.00
Pre-referral Meeting by MHP	0	\$135.00
Additional Requested Paperwork	0	\$67.00

5. Psychoeducational Assessments

Service Type	Student Quantity/ Groups	Service Rate
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$270.00
Cognitive Select Index	0	\$135.00
Processing Select Index	0	\$135.00
Achievement Select Index	0	\$135.00
Rating Scale Assessment	0	\$150.00
Classroom Observation by MHP	0	\$135.00
Achievement Standard Battery	0	\$270.00
Long Cognitive Battery	0	\$270.00
Additional Assessment by MHP	0	\$270.00
Processing Standard Battery	0	\$270.00
Additional Requested Meetings	0	\$67.00
School Psych Consultation	0	\$87.00
Bilingual Services by MHP	0	\$135.00
Short Cognitive Battery	0	\$135.00
Spanish Select Index	0	\$300.00
Spanish Battery	0	\$390.00
Screening by MHP	0	\$150.00
Home Coordination by MHP	0	\$135.00
Pre-referral Meeting by MHP	0	\$135.00
Additional Requested Paperwork	0	\$67.00

Document Camera	\$85.00 (each)
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## Service Order

Contracted Students	5
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Assessments Commitment	5
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Psychoeducational Assessment Commitment	\$10,000.00
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Monthly Commitment*	\$794.32	9 hours at \$89.00
December Commitment*	\$529.55	6 hours at \$89.00

\*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	July 1, 2021 through June 30, 2022
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## Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	LEA
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

# Master Service Agreement

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS MASTER SERVICE AGREEMENT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

## 1. THE AGREEMENT.

This Agreement is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, Suite 1850, San Francisco, California 94104 "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement ("ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). Provided that the LEA submits to CONTRACTOR an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

## 2. CERTIFICATION.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

## 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS.

During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Agreement; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

## 4. TERM OF AGREEMENT.

The term of this Agreement shall be reflected on the ORDERING DOCUMENT and shall not exceed one year (Title 5 California Code of Regulations section 3062(a)) unless otherwise in writing.

## 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION.

This Agreement includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Agreement may be amended only by written amendment executed

by both parties. The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Agreement between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT.**

This Agreement shall include an ISA for each LEA student to whom CONTRACTOR is to provide services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Agreement in effect. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students. Any and all changes to a LEA student's educational placement/program provided under this Agreement and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Agreement, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. Unless otherwise provided in this Agreement or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period. If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement. Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## **7. DEFINITIONS.**

The following definitions shall apply for purposes of this contract:

- a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term “parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). “Parent” does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

f. The term “days” means calendar days unless otherwise specified.

g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES.**

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

### **9. MAINTENANCE OF RECORDS & CONFIDENTIALITY.**

CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, “records” may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student’s record. Such log need not record access to the LEA student’s records by: (a) the LEA student’s

parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data. LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties other than LEA, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

#### **10. SEVERABILITY CLAUSE.**

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST.**

This Agreement binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW.**

The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.



### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES.**

This Agreement may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

### **14. TERMINATION AND RENEWAL.**

This Agreement or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Agreement. ISAs are void upon termination of this Agreement except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice. This Agreement shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each a "RENEWAL TERM") unless (a) terminated in accordance with this Section or (b) either party gives written notice of its intention not to renew forty-five (45) days before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

### **15. INSURANCE.**

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best. At the request of LEA, CONTRACTOR will provide a Certificate of Insurance.

### **16. INDEMNIFICATION AND HOLD HARMLESS.**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into this Agreement.

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

#### **17. INDEPENDENT CONTRACTOR.**

Nothing herein contained will be construed to imply a joint venture, partnership or principal- agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

#### **18. SUBCONTRACTORS.**

LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 35 and 36 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

#### **19. CONFLICTS OF INTEREST/NON-SOLICITATION.**

LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as “IEE”), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested. LEA shall not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR’s prior written consent. LEA should contact its account manager with any inquiries concerning the aforementioned. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual’s relationship with CONTRACTOR, and such termination or curtailment results in a loss of business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of \$30,000 (hereinafter referred to as the “SOLICITATION LIQUIDATED DAMAGES AMOUNT”) by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and would be difficult for CONTRACTOR to approve. The parties intend that LEA’s payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA’s breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

## **20. NON-DISCRIMINATION.**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION.**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Agreement).

## **22. GENERAL PROGRAM OF INSTRUCTION.**

All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student’s IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program. CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

#### **24. CALENDARS.**

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

#### **25. DATA REPORTING.**

CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

#### **26. MANDATED ATTENDANCE AT LEA MEETINGS.**

CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Agreement by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

#### **27. IEP TEAM MEETINGS.**

An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Agreement or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone or by video conference..

CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)(hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on THE APPROVED

SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

#### **28. SURROGATE PARENTS.**

CONTRACTOR shall comply with LEA surrogate parent assignments.

#### **29. DUE PROCESS PROCEEDINGS.**

CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

#### **30. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS.**

On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which CONTRACTOR is providing pursuant to this Agreement. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion. It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential. CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data

collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **31. LEA STUDENT CHANGE OF RESIDENCE**

. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

### **32. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT.**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract. Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

### **33. CONTRACTOR MATERIALS.**

CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

### **34. MONITORING.**

CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

### **35. CLEARANCE REQUIREMENTS.**

CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition,

with regard to employees and SUBCONTRACTORS who will have direct contract with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **36. STAFF QUALIFICATIONS.**

CONTRACTOR shall ensure that all individuals employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. CONTRACTOR shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

### **37. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS.**

At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Agreement. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Agreement. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Agreement. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Agreement by the LEA.

### **38. STAFF ABSENCE.**

When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute to provide services to their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

### **39. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME.**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. For services provided on a public school campus, sign in/out procedures shall be followed

by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **40. HEALTH AND SAFETY.**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

#### **41. INCIDENT/ACCIDENT REPORTING.**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

#### **42. CHILD ABUSE REPORTING.**

CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

#### **43. SEXUAL HARASSMENT.**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

#### **44. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES.**

CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws. SERVICES may include but are not limited to the following:

- a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
- b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review



of Records, writing an integrated report, attending the pre-assessment and results meetings, and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.

- c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
- e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for services rendered. Invoices and related documents shall be properly submitted electronically unless another method of delivery is mutually agreed upon. Each invoice will contain information as may be requested by the LEA. Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training. Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. In no case shall initial payment claim submission for any fiscal year (July through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

#### **45. RIGHT TO WITHHOLD PAYMENT.**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected. The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR

receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days. After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2). Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

#### **46. PAYMENT FROM OUTSIDE AGENCIES.**

LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

#### **47. STUDENT ABSENCES.**

CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

#### **48. INSPECTION AND AUDIT.**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

#### **49. RATE SCHEDULE/ORDERING DOCUMENT.**

In consideration for the Services, LEA agrees to pay CONTRACTOR, in accordance with the fees identified on the ORDERING DOCUMENT, all undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus CONTRACTOR'S reasonable costs of collection.

(a) Clinical Services. The ORDERING DOCUMENT will list the clinical discipline of the services LEA purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

- (b) Hourly Service Fee. If applicable, the ORDERING DOCUMENT may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per clinician pricing.
- (c) Annual Service Fee. If applicable, the ORDERING DOCUMENT may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If LEA makes any changes, CONTRACTOR may make a pricing adjustment to the Annual Service Fee.
- (d) Student Administrative Fee. If applicable, the ORDERING DOCUMENT may specify Student Administrative Fee which will be billed in the first invoice and any Renewal Term on a per student, per service basis. At any time during the Term, if students are added to receive a Service, LEA will be billed Student Administrative Fee for those students during the month the services start.
- (e) Monthly Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum dollar payment due each month during the Term (“Monthly Commitment”), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If LEA’s fees are less than the Monthly commitment, LEA will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, LEA shall pay the total fees incurred for the month.
- (f) Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Term, CONTRACTOR will reconcile the Assessment Commitment with actual Assessments given, and LEA will be invoiced for the difference if the Assessment Commitment was not met.
- (g) Psychoeducational Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Term. At the end of the Term, CONTRACTOR will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.
- (h) Unplanned Student Absence Fee. If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence (“Unplanned Student Absence”), LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session. If LEA has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.
- (i) Contracted Students. If applicable, the ORDERING DOCUMENT may specify the number of students for whom LEA has purchased Services.
- (j) Disputes. LEA may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, LEA shall remit the amount owed within ten (10) calendar days.

## **50. DEBARMENT CERTIFICATION**

CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**51. REPRESENTATIONS.**

LEA hereby represents and warrants to CONTRACTOR as follows:

- (a) LEA has the right, power, and authority to enter into and perform its obligations under this Agreement,
- (b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement,
- (c) the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA,
- (d) this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,
- (e) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,
- (f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,
- (g) any authorized representative of LEA (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") has the authority to enter into an ORDERING DOCUMENT for the provision of services,
- (h) that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "STUDENT RECORDS") prior to LEA's providing CONTRACTOR with access to such STUDENT RECORDS,
- (i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,
- (j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of a TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and
- (k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PresenceLearning, Inc.	LEA
By:	By:
Name:	Name:
Title:	Title:

Date:

Date:

## Equipment Schedule

This Equipment Schedule (the “Schedule”) is incorporated and made part of the Master Service Agreement (the “Agreement”) between PresenceLearning, Inc., (“PresenceLearning”) and entity named in the Service Order that is receiving the Services (“Customer”) and lists the terms and conditions of the purchase of hardware, test kits and materials (collectively “Equipment”) from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Included Hardware.** In connection with the provision of the Services, Customer may, at Customer’s option, be provided with the following hardware at no additional cost.

Hardware Type	Units per Student
Webcam	1 for every 40 students
Headset	1 for every 10 students
Headset USB	1 for every 10 students
Splitter	1 for every 10 students

2. **Hardware Available for Purchase.** Customer may, at Customer’s option, purchase the additional hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
iPad Splitter	\$10.00
Document Camera	\$85.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 10.

3. **WISC-V Kits.**

- 3.1 Purchase of WISC-V Kits. If the Agreement provides that the Customer may access WISC-V assessments, Customer may purchase WISC-V test kits (each, a “Kit”) from PresenceLearning. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	\$11.00
WISC-V Blocks	\$46.00

- 3.2 Tracking and Return of Kits. Customer understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that received one. After a Kit has been used, Customer must arrange for the return of the Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to PresenceLearning that the Kits are in the Customer’s possession (in a mutually agreed upon manner). At no time will a Kit remain in

the possession of Customer's student once it has been used.

**4. Delivery; Title; Risk of Loss.**

4.1 Brick and Mortar Schools. PresenceLearning will ship Equipment directly to Customer at the address provided in the Agreement. If Customer's location is temporarily inaccessible due to COVID-related closures, PresenceLearning will temporarily ship Equipment to any other address provided by Customer.

4.2 Virtual School. PresenceLearning will ship the Equipment to the addresses provided by Customer.

4.3 FOB. PresenceLearning shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.4 Delivery Dates. All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.5 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Delivery Addresses**. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to PresenceLearning's error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Customer.

6. **Inspection of Goods**. Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to PresenceLearning in accordance with accepted trade practices.

7. **Fees; Payment**. Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

8. **Disclaimer of Warranty**. PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold "as is," and the PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

9. **Delay or Failure to Perform**. PresenceLearning will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of PresenceLearning's control. PresenceLearning shall notify Customer immediately upon realization that it will not be able to deliver the Materials as promised.

10. **Suggested Hardware Specification**. The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> <li>• Attachable tripod</li> <li>• Video resolution 1920X1080</li> <li>• Auto focus</li> <li>• Field of View = 65°</li> </ul>	N/A	N/A
Headset	<ul style="list-style-type: none"> <li>• Noise-canceling microphone</li> <li>• 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> <li>• Noise-canceling microphone</li> <li>• 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> <li>• Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing</li> </ul>	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> <li>• External USB headset adapter with CD quality digital sample rates</li> <li>• Bypasses a computer's sound system, creating superior low-noise audio</li> </ul>	ANDREA	EDU-USB PL- CS-PRESENCE
Document camera	<ul style="list-style-type: none"> <li>• Capture images of A4 and US letter pages</li> <li>• Built-in LED lights</li> </ul>	HUE	HD Pro Camera



Agenda Item: **13.D.III. Amend Memorandum of Understanding with SBCS for the Prevention Early Intervention Grant for the 2021-2022 school year.**

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

Quick Summary / Abstract: The initial grant contract was Board approved at the August 24, 2016, meeting for one year with five (5)-one year extension option periods until June 2021. The contract term has been extended one additional year through June 30, 2022.

Amendment of this Memorandum of Understanding (MOU) will allow National School District (NSD) to continue to provide school based Prevention and Early Intervention (PEI) mental health services to preschool through third grade and extend grant services for 2021-2022.

There is no fiscal impact to the District. SBCS is the fiscal agent for the grant.

Comments: This grant focuses on services for:  
1) Families under-served and living in high-risk communities.  
2) Families that are single parent households.  
3) Children who are at risk for developing social and emotional problems that may include depression, anxiety, and behavioral disorders.  
4) Children exposed to trauma, violence, and substance abuse.

Recommended Motion: Amend Memorandum of Understanding with SBCS for the Prevention Early Intervention Grant for the 2021-2022 school year.

Financial Impact: None

Attachments:  
SBCS MOU



This represents an agreement between **SBCS Corporation** and **National School District (NSD)**. SBCS and NSD intend to work together to provide School-Based Prevention and Early Intervention (PEI) services for children in preschool through 3<sup>rd</sup> grade residing in the South Region of San Diego County under the School Age Prevention and Early Intervention Services Program funded by the County of San Diego. To this end, each agency agrees to participate by coordinating/providing the following services:

**SBCS Corporation agrees to provide:**

- Act as lead agency for administration, fiscal management, and quality assurance of the project.
- Operate the social-emotional evidence-based early intervention program (Incredible Years) including the hiring, training, and supervision of program staff.
- Provide services to families using the Promotora model that includes prevention, community education and outreach.
- Services can only be provided on school campuses designated in SBCS' county contract.
- Incredible Years curriculum will be provided in classrooms as well as in small group settings with identified students and parents.
- Oversee data gathering and reporting.
- Provide access to non-confidential SBCS facility sites for the purpose of providing services to clients.
- Provide and share information with NSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.
- Participate in school and/or district meetings as required or needed.
- Facilitate as needed in-service trainings for district staff that assist schools in understanding the target population.
- Provide outreach activities at school sites as needed.
- Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

**National School District agrees to provide:**

- Provide SBCS program staff with appropriate office and programmatic space at client's school to provide services and outreach/education on county contracted school campuses on a year-round basis to students and their families.
- Implement a screening tool, selected by SBCS, to all PreK through 3<sup>rd</sup> grade students at identified schools.
- Refer appropriate students and parents to the program.
- Allow SBCS staff to provide services in-class as needed.
- Complete student evaluations/surveys as requested by SBCS.
- Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.
- Participate in SBCS meetings as needed.
- Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.

This agreement is effective from July 1, 2016 through June 30, 2017, and for up to 4 option years through June 30, 2021. *The contract term has been extended one (1) year through June 30, 2022.* This agreement terminates when County of San Diego Health & Human Services Agency funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

SBCS Corporation

National School District

\_\_\_\_\_  
Kathryn Lembo, President/CEO

\_\_\_\_\_  
Arik Avanesyans, Assistant Superintendent Business

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agenda Item: **13.D.IV. Approve the purchase of a digital subscription renewal for Mystery Science licenses for all National School District sites for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this renewal will provide Mystery Science teacher resources to support the implementation of the Next Generation Science Standards (NGSS).

In 2020-2021 the cost was \$9,990.00 and was obtained through a purchase order. The digital subscription has now increased to \$12,490.00.

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

Comments: This subscription will allow all teachers across the district to continue having access to Mystery Science software.

Recommended Motion: Approve the purchase of a digital subscription renewal for Mystery Science licenses for all National School District sites for the 2021-2022 school year.

Financial Impact: Subscription cost: \$12,490  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
21-22 Mystery Science Renewal Quote

# Quote #124338

Quote Issued: March 17, 2021 • Quote Expires: May 31, 2021

## National School District, National City, CA, US

**District Membership for 2021-2022 with US \$7,500 discount**

Membership is valid through June 30, 2022.

Includes access to all lessons for all teachers at National School District.

## Pricing Breakdown

**District Membership 2021-2022**

Membership period: July 1, 2021 - June 30, 2022

\$1,999 x 10 priced schools \$19,990

\$750 Early Bird Discount x 10 priced schools - \$7,500

**Grand total (USD) \$12,490**

Total Discount of \$7,500

## Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online:

<https://mysteryscience.com/order/9eacc>

Purchase orders submitted by mail are accepted but take longer to process.

## See a mistake?

To cancel this quote, visit:

<https://mysteryscience.com/order/9eacc>

Other questions? visit our help center at

<https://support.mysteryscience.com>

**Terms of Service:** By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at [mysteryscience.com/terms](https://mysteryscience.com/terms), the terms and conditions of which are hereby expressly incorporated herein by reference.

**If you need a W-9,** you can view it at [mysteryscience.com/w9](https://mysteryscience.com/w9). Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

### Remit to

**Note:** all purchase orders can be submitted online

Mystery Science

c/o Discovery Education, Inc

PO Box 745873

Atlanta, GA 30374-5873

### Contact

(650) 550-0670

Fax provided after

submitting PO #

**MYSTERY**  
science  
part of Discovery Education

Agenda Item: **13.D.V. Approve the purchase of a digital subscription renewal for Thrively licenses for all National School District sites for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this renewal will provide licenses for Thrively Pro which provides personalized digital playlists based on student interests and strengths.

This subscription was previously approved in the 2020-2021 school year; however, the annual cost has increased by \$5,250. In addition, the purchase will be over the \$10,000 threshold, therefore, it is being brought forward to the Board for approval to initiate the purchase through the purchase order process.

Comments: This subscription will allow all administrators, teachers, and students across the district to continue having access to Thrively.

Recommended Motion: Approve the purchase of a digital subscription renewal for Thrively licenses for all National School District sites for the 2021-2022 school year.

Financial Impact: Subscription cost: \$26,250  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
21-22 Thrively Renewal Quote



**Thrively, Inc.**  
 Tax ID#: 46-2938115  
 www.thrively.com  
 thrive@thrively.com  
 (310) 266-0494

3900 W Alameda Ave  
 Suite 1200  
 Burbank, California 91505  
 United States

**QUOTE**

Quote Number	<b>1350</b>	<b>National School District</b>
PO Number	8047	woconnor@nsd.us
Quote Date	March 21, 2021	
Total	\$26,250.00	

Item	Description	Unit Cost	Quantity	Line Total
<b>Thrively Pro District License</b>	District-wide license for Thrively Pro for 2021 - 2022 school year	\$5.00	5,250	\$26,250.00

With a Thrively Pro District Subscription, every student will receive:	Subtotal	\$26,250.00
- Strength assessment designed by leading pediatric neuropsychologists	Total	<b>\$26,250.00</b>
- Inspiring Strengths Profile report which empowers students with knowledge about what makes them unique		
- Pathway videos which connect to the world of work, driven by a student's identified strengths and aspirations		
- Rich library of lessons and courses to build skills in SEL, 4C's, and more		
- Personalized Digital Portfolio to set goals and track growth		
- Highly-collaborative Project Tool to support project-based learning, capstone projects, and experiential learning		
- Customized playlist and project on building Empathy and Worldliness		

**Terms**  
 Payable upon receipt

Agenda Item: **13.D.VI. Approve the purchase of a digital subscription renewal for TIG (Technology Integration Group) software for all National School District sites for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this renewal will support our technology infrastructure by providing software licenses for our wireless internet as well as providing warranty coverage for wireless hardware.

This subscription was previously approved in the 2020-2021 school year; however, the annual cost has increased by \$6,207.92. In addition, the purchase will be over the \$10,000 threshold, therefore it is being brought forward to the Board for approval to initiate the purchase through the purchase order process.

Comments: This subscription will allow continued wireless access across the district.

Recommended Motion: Approve the purchase of a digital subscription renewal for TIG (Technology Integration Group) software for all National School District sites for the 2021-2022 school year.

Financial Impact: Subscription cost: \$64,766.88  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
21-22 TIG Renewal Quote

## 2021-2022 Xirus Maintenance Renewal.

### Quote Information:

**Quote #: 066564**

Version: 1

Quote Date: 03/18/2021

Expiration Date: 07/22/2021

### Prepared by:

**TIG San Diego**

Curt Wells  
(858) 566-1900 ext. 4347  
Fax 858-790-0031  
Curt.Wells@tig.com

**TIG San Diego**

10240 Flanders Court  
San Diego, CA 92121

### Bill To

**NATIONAL SCHOOL DISTRICT**

1500 N AVE  
NATIONAL CITY, CA 91950  
Justin Finch

jfinch@nsd.us

### Ship To

**NATIONAL SCHOOL DISTRICT**

1500 N AVE  
NATIONAL CITY, CA 91950  
Justin Finch

jfinch@nsd.us

**Payment Terms:** NET 30

Renewal		Price	Qty	Ext. Price
Start/End Dates: 07/25/2021 - 07/24/2022				
CCADV-RNW-1-XT-5028	<b>Cambium Care Advanced, 1-year support renewal for one XT-5028 access switch. 24x7 TAC support, SW updates, and NBD advance replacement for HW</b>	\$197.65	23	\$4,545.95
XMSC-EDU-RNW-1-2R	<b>XMS-Cloud 1-year subscription renewal: for Education: 2 and 3-radio AP with all EasyPass modules and Cambium Care Advanced Support</b>	\$75.29	25	\$1,882.25
XMSC-EDU-RNW-1-4R	<b>XMS-Cloud 1-year subscription renewal: for Education: 4-radio AP with all EasyPass modules and Cambium Care Advanced Support</b>	\$131.76	395	\$52,045.20
XMSC-EDU-RNW-1-8R	<b>XMS-Cloud 1-year subscription renewal: for Education: 8-radio AP with all EasyPass modules and Cambium Care Advanced Support</b>	\$216.47	5	\$1,082.35
Subtotal				

Quote Summary	Amount
Renewal	\$59,555.75
Subtotal:	<b>\$59,555.75</b>
Estimated Tax:	<b>\$5,211.13</b>
Total:	<b>\$64,766.88</b>

Please [Click Here](#) to complete a short 2 minute survey.

### Terms & Conditions

This Technology Integration Group ("TIG") offer to sell products and provide services is solely at the prices set forth in this Quote and solely in accordance with the terms and conditions (the "Terms") attached to this Quote. If Buyer has ordered products or





services from TIG and such order is deemed to be an offer by Buyer, TIG's acceptance of such offer is expressly conditional on Buyer's assent to the Terms, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer are considered by TIG to be requests for material alterations of the Terms, are hereby rejected, and will not be binding in any way on TIG. Buyer is hereby notified of TIG's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on TIG unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of TIG. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing; (b) pays (in part or whole) for the products or services; or (c) receives delivery of any products or services and fails to return the products or refuse the services within five days following receipt.

In the event of non-payment, Buyer agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: must include original invoice & Return Material Authorization (RMA) number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Quotes are valid for thirty (30) days. All orders are subject to credit approval and adjustments to ordered products and prices that may be due to product availability, typographical error, electronic processing errors or price changes, including rebate or promotion expiration which may occur without notice. TIG and Buyer must confirm acceptance of any adjustments prior to shipment. Prices do not include applicable taxes and/or shipping charges which may be added at the time of shipment. Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. Defective product may be returned within thirty (30) days of the shipping date for repair or replacement as determined by manufacturer warranty. TIG does not offer or accept terms requiring most favored customer pricing.

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made. Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer. Unless ordered pursuant to a government prime contract that is identified on the customer's purchase order, all sales are intended to be to the end user, and resale of the products is prohibited.

Taxes, shipping and handling charges and other fees are subject to change based on the terms and conditions of the final sale.



Technology Integration Group

800.858.0549 | [www.TIG.com](http://www.TIG.com)

SYSTEM INTEGRATION THAT POWERS YOUR BUSINESS

Acceptance

**NATIONAL SCHOOL DISTRICT**

Signature / Name

Initials

Title

Date

PO Number

Agenda Item: **13.D.VII. Approve the purchase of a digital subscription renewal for Discovery Education licenses for all National School District sites for the school year 2021-2022.**

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

Quick Summary / Abstract: Approval of this contract will provide licenses for Discovery Education Software with more than 155,000 standards-aligned digital resources for students and teachers.

This subscription was previously approved in the 2020-2021 school year; however, the annual cost has increased by \$1,000. In addition, the purchase will be over the \$10,000 threshold, therefore it is being brought forward to the Board for approval to initiate the purchase through the purchase order process.

Comments: This subscription will allow all administrators, teachers and students across the district to continue having access to Discovery Education software.

Recommended Motion: Approve the purchase of a digital subscription renewal for Discovery Education licenses for all National School District sites for the school year 2021-2022.

Financial Impact: Subscription cost: \$19,500  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
21-22 Discovery Education Renewal Quote



KEEPING YOU CONNECTED  
*to what matters most*

## National School District



# PARTNERSHIP PROPOSAL

March 22, 2020

Debbie McCommon

[dmcccommon@discoveryed.com](mailto:dmcccommon@discoveryed.com) | (415) 601- 7995

## PARTNERSHIP PROPOSAL

### INTRODUCTION

We're excited you're considering partnering with Discovery Education to support continuity of learning for your students in and out of the classroom. We share your passion for promoting a culture of innovation, collaboration, and academic excellence, and we look forward to working with you to build an effective partnership that empowers every educator and supports the success of every learner with Discovery Education [*Discovery Education Experience*].

We're fully committed to helping leaders, schools, and teachers as they rise to meet new challenges and strive to maintain continuous learning, which includes enriching instruction, increasing engagement, and ensuring equitable access for *all* learners in all circumstances.

The following proposal shares the details of our specific strategy and we look forward to the opportunity to work as your partner and accomplish these goals together.

## PARTNERSHIP PROPOSAL

## PARTNERSHIP GOALS

Through implementation of this partnership plan, Discovery Education will support the **National SD's** in the following areas:

- **Equitable Student-Centered Offerings**
  - Provide a robust collection of high-quality, standards-aligned K-12 curricular resources spanning all subjects and interests.
  - Offer resources to promote literacy development by developing students' funds of knowledge.
  - Scalability to help educators reach all learners in any environment.
  - Support social-emotional learning (SEL) by providing tools and resources that promote the healthy well-being, mentally and physically, of all students.
  - Extend support for vulnerable populations such as English Language Learners (ELL) and Special Education students.
  - Provide resources for families, parents, and guardians to ensure engaging opportunities at home that are both intuitive and relevant.
  
- **Building Educator Capacity and Confidence**
  - Empower educators and leaders with instructional strategies, tools and resources to support their continuity of learning plans.
  - Develop educator capacity to provide effective teaching and learning in any environment (in-person, remote, and hybrid).
  - Provide tailored professional learning opportunities to meet varying needs and capabilities.
  
- **Infrastructure Integration**
  - Platform alignment with learning management systems and safe, single sign-on options.

## PARTNERSHIP PROPOSAL

## PARTNERSHIP RESOURCES &amp; SUPPORT

Discovery Education's proposed scope of work is aligned to the above goals through the following resources.



**Discovery Education *Experience***, our flexible K-12 learning platform, provides standards-aligned content, ready-to-use digital lessons, unique collaboration tools, and professional learning resources. Anytime, anywhere accessibility and curated collections of resources across all grade bands and subjects make learning both relevant and exciting while helping educators engage all students in instruction, in and out of the classroom.

Inside *Experience*, educators will find:

- Over 190,000 engaging, standards-aligned resources and vetted content.
- Grab-and-go activities and research-based strategies to save time and inspire instruction.
- Professional learning opportunities and on-demand support, as well as firsthand advice and best practices from a community of innovative educators.
- Equitable resources and student-centered support to differentiate lessons and reach all types of learners.
- A safe, flexible environment that is available anywhere, anytime, on any device for seamless transition between in-class, remote, or blended instruction.



With **Discovery Education *Coding***, students gain a secure understanding of coding concepts, like algorithms, sequences and variables, and develop critical computational thinking skills through decomposition, logical reasoning, and imaginative problem solving. And, best of all, students and teachers alike will be able to demonstrate their creativity and build confidence by creating their very own apps and sharing them with their classmates and colleagues.

**PARTNERSHIP PROPOSAL**



**National SD's** teachers will have access to a global community of like-minded educators with the mission to improve education. The Discovery Educator Network (DEN) goes beyond simply sharing what works with Discovery Education resources, and instead focuses on enhancing overall practice. Teachers will be able to connect to other innovative educators at all levels, and leverage the best practices, ideas, and advice of leaders around the world.



Our Partner Success Team supports the successful launch, adoption, and implementation of the award-winning digital curriculum resources and professional learning services offered in partnership with Discovery Education. From technical integrations and set-up support to toolkits, guides and opportunities to connect to a global community of educators, the Partner Success team helps schools and school districts to maximize their investment and potential with Discovery Education resources.



**PARTNERSHIP PROPOSAL**

**PARTNERSHIP INVESTMENT SUMMARY**

Site-Based *Full* Discovery Education Experience with Coding; One Year

Solutions	# Sites	Per Site Rates	*Total Investment
Discovery Education: Full Experience	10	\$2500	\$25,000
Discovery Education: Coding	10	\$950	FREE
Total			\$25,000

\*Pricing based on Term Dates: 7/1/2021 – 6/30/2022

Site-Based *Base* Discovery Education Experience; One Year

Solutions	# Sites	Per Site Rates	*Total Investment
Discovery Education: Base Experience	10	\$1950	\$19,500
Total			\$19,500

\*Pricing based on Term Dates: 7/1/2021 – 6/30/2022



**PARTNERSHIP PROPOSAL****TERMS**

1. Upon award of this proposal, Discovery Education will provide a Subscriber Agreement to **National SD** that must be signed before Discovery Education services will be provided.
2. This offer is valid for 60 days from March 22, 2021. The terms and conditions set forth herein shall not be binding on either party until such time as the parties enter into and execute a Subscriber Agreement.
3. Any rates, fees, or prices offered or proposed in connection with a multiple-year agreement are subject to the execution of a multiple-year agreement between **National SD** and Discovery Education, such agreement not to include any right or option to terminate due to lack of funding or budget.
4. This proposal is for discussion purposes only. The terms contained herein are non-binding and nothing herein is intended to constitute an agreement between the parties. The terms herein are confidential and may not be disclosed without written consent of Discovery Education

**YOUR DISCOVERY EDUCATION TEAM**

Debbie McCommon  
Manager, Partner Success  
dmcccommon@discoveryed.com  
(415) 601-7995

**THANK YOU!**

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

Agenda Item: **13.E.I. Authorize temporary transfer of cash between funds during the 2021-2022 fiscal year.**

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

Quick Summary / Abstract: Occasionally, apportionment payments from federal, state, and local agencies do not arrive on a timely basis. When this occurs, employee payroll and vendor payment obligations cannot be met, and it becomes necessary to temporarily transfer cash from another fund. Authorization from the Governing Board is needed to process the temporary loan.

Comments: Transfer of funds would be processed only when necessary and repaid each time the apportionment arrives.

Recommended Motion: Authorize temporary transfer of cash between funds during the 2021-2022 fiscal year.

Agenda Item: **13.E.II. Approve destruction of records that have met the minimum retention requirements or have been microfilmed/scanned in accordance with Title 5 of the California Administrative Code.**

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

Quick Summary / Abstract: Title 5, Chapter 2, of the California Administrative Code provides guidelines for the classification and destruction of school district records.

Classification of Records:

Class 1 – Permanent Records (as listed in California Administrative Code – Title 5, Section 16023) – The original, or one exact copy, unless microfilmed, shall be retained indefinitely.

Class 2 – Optional Records – Not required by law to be retained permanently but deemed worthy of further preservation as specified in California Administrative Code – Title 5, Section 16024.

Class 3 – Disposable Records – required retention periods and procedures for destruction or transfer of records as specified in California Administrative Code – Title 5, Section 16025.

In accordance with this code, records that have been microfilmed or have met or exceeded their retention requirements may be destroyed.

Comments: The District's record storage area is near capacity. In order to provide the space needed for current storage, the District is requesting authorization to destroy records that have met their legal retention period. Records that are classified as permanent have been or will be microfilmed and the hard copy destroyed; e.g. purchase orders, invoices, journal vouchers, budget vouchers and payroll registers.

Records to be destroyed include:

Administration

Student records over 3 years old

Business Services

2017-18 Paid Invoices

2017-18 Bank Reconciliation and Canceled Checks

2017-18 Outgoing Invoices

2017-18 CBEDS Forms/Reports

2017-18 Insurance Policies and Endorsements (Closed or Terminated)

2017-18 Accident or Injury Reports (No Claim Filed)

2017-18 Financial Records/Reports

2017-18 Attendance Records/Reports

2017-18 Attendance Manuals/School Register

Preschool Center

All preschool and CDC boxes with dates to be destroyed in 2020

Child Nutrition Services Department

2017-18 Invoices  
2017-18 Cash Receipts/Disbursements  
2017-18 Check Register  
2017-18 Checks/Bank Statements  
2017-18 Journal Vouchers  
2017-18 Profit/Loss Statements and Balance Sheets  
2017-18 Financial Record Back-ups  
2017-18 Meal Reimbursement Claims/Back-ups  
2017-18 Nutritional/Menu Production Records  
2017-18 Miscellaneous CNS Records (Correspondences, Bids, Price Quotations,  
etc.)

#### Human Resources

All Human Resources boxes with dates to be destroyed in 2021

#### Purchasing Department

Non-successful bids dated 2019-20 and before.

Purchase Orders dated 2018-19 and before.

Agenda Item: **13.E.III. Authorize the Assistant Superintendent of Business Services to advertise for Notice Inviting Prequalification for contractors**

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

Quick Summary / Abstract: National School District passed Measures N and HH, General Obligation bonds in November 2016. The purpose of bond funding is to pay for repair, upgrade and replacement of aging school facilities including facility equipment.

California Assembly Bill (AB) 1565 went into effect on January 1, 2014. AB 1565 requires all General Contractors and M/E/P Subcontractors to be prequalified, if the contract is valued at \$1,000,000 or more and funded whole or in part with State Facility Bond funds. This applied to the following license numbers: General Contractors (A and B), and Mechanical, Engineering and Plumbing subcontractors (MEP): C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46.

Comments: The administration anticipates prequalification of contractors will be required for a District project in school year 21-22. The administration requests authorization to advertise for Notice Inviting Prequalification for contractors.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for Notice Inviting Prequalification for contractors

Financial Impact: Advertising Cost: \$2,500  
Additional staffing cost: \$0  
Other costs: \$0  
One time cost  
General Fund

Agenda Item: **13.E.IV. Authorize the Assistant Superintendent of Business Services to advertise for work to be done for Bid 21-22-197 Window Coverings at Multiple School Sites.**

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

Quick Summary / Abstract: National School District passed Measures N and HH, General Obligation bonds in November 2016. The purpose of bond funding is to pay for repair, upgrade and replacement of aging school facilities including facility equipment.

School security is a high priority of the National School District. An important aspect of security in an emergency situation is the ability to quickly and easily close window coverings so that intruders cannot see inside the classroom. There are many types of window coverings and/or treatments in the marketplace. The purpose of this RFP will be to solicit plans from vendors for window coverings and/or treatments in all applicable classrooms throughout the entire District.

Comments: The administration requests authorization to advertise for Bid 21-22-197 Window Coverings at Multiple School Sites.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for work to be done for Bid 21-22-197 Window Coverings at Multiple School Sites.

Financial Impact: Advertising cost: \$2,500  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Agenda Item: **13.E.V. Adopt Resolution #20-21.50 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.**

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

Quick Summary / Abstract: The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding prices.

One alternative is National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing organization. In addition, Education Code Section 17595 authorizes districts to purchase materials, equipment, or supplies through the Department of General Services.

Comments: National Cooperative Purchasing Alliance (NCPA) leverages buying power for state agencies to get competitively low pricing on a variety of goods. The National Cooperative Purchasing Alliance (NCPA) is unique in that it encompasses a wide range of goods and services.

Contracts with companies for technology, classroom and office supplies, janitorial, facility maintenance supplies, athletic supplies, playground equipment, transportation parts and supplies, furniture, medical supplies, and security supplies are included.

Attachments:  
Resolution #20-21.50



# National School District Resolution

#20-21.50

## AUTHORIZING CONTRACTING PURSUANT TO THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) PROGRAM

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process, and

**WHEREAS**, One alternative is the National Cooperative Purchasing Alliance (NCPA) program. This will save the District the time and expense of having to go out for a formal bid, and

**WHEREAS**, Education Code Section 17595 authorizes districts to purchase materials, equipment through the Department of General Services, and

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the National Cooperative Purchasing Alliance (NCPA) program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability, and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the NCPA contracts is in the best interest of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #20-21.50  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of June 2021, by the following vote

AYES:

NOES:       None

ABSTAIN:   None

ABSENT:     None

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: **13.E.VI. Adopt Resolution #20-21.51 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the purchase of materials, equipment, and supplies.**

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

Quick Summary / Abstract: The Public Contract Code contains certain exceptions to the competitive bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process. One alternative is the California Multiple Awards Schedules (CMAS) program.

In addition Education Code Section 17595 authorizes districts to purchase materials, equipment, or supplies through the Department of General Services.

The District will continue to comply with the California Public Contract Code, which requires solicitation of public bids for the installation of equipment pursuant to Public Contract Code 20110.

Comments: The CMAS program is designed, as is any public purchasing cooperative, to achieve cost-effective and efficient acquisition of quality products and services. By giving the Business Services Department the authorization to purchase from the CMAS program, the District will save the time and expense of having to go out for formal bid. CMAS pricing is set through a public bidding process.

The State of California Department of General Services has negotiated prices for various equipment and supplies, including classroom furniture, copiers, and computer hardware. The state is making these competitive prices available to all public agencies.

Attachments:  
Resolution #20-21.51

# National School District Resolution

#20-21.51

## AUTHORIZING ITS PARTICIPATION IN THE PURCHASE OF MATERIAL, EQUIPMENT AND SUPPLIES THROUGH THE CALIFORNIA MULTIPLE AWARDS SCHEDULE (CMAS) PROGRAM

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, California Department of General Services (“Department”) is authorized pursuant to Public Contract Code Section 12100 to purchase foods and services on behalf of local agencies, such as National School District (“District”)

**WHEREAS**, the Department allows local governments to use its California Multiple Award Schedule (“CMAS”) program to purchase products and services;

**WHEREAS**, such purchases must be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures;

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the California Multiple Award Schedule program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the CMAS contracts is in the best interest of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #20-21.51  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of June 2021, by the following vote

AYES:

NOES:       None

ABSTAIN:   None

ABSENT:     None

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.

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Secretary to the Governing Board

Agenda Item: **13.E.VII. Adopt Resolution #20-21.52 authorizing National School District to participate in the Sourcewell public contract, for the purchase of supplies, materials and equipment.**

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

Quick Summary / Abstract: The Public Contract Code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding prices. One alternative is Sourcewell, a cooperative purchasing organization.

In addition, Education Code Section 17595 authorizes districts to purchase materials, equipment, or supplies through the Department of General Services.

Comments: Sourcewell provides contract pricing on a wide variety of technology and electronic devices and software. They include Adobe licenses, CDWG and Konica copier contracts. Sourcewell also provide contracts for playground equipment, including Miracle brand equipment used in many of the District schools.

Attachments:  
Resolution #20-21.52

# National School District Resolution

#20-21.52

## AUTHORIZING CONTRACTING PURSUANT TO COOPERATIVE BID AND AWARD DOCUMENTS FROM SOURCEWELL

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process, and

**WHEREAS**, One alternative is the Sourcewell program. This will save the District the time and expense of having to go out for a formal bid, and

**WHEREAS**, Education Code Section 17595 authorizes districts to purchase materials, equipment through the Department of General Services, and

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through Sourcewell program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the Sourcewell contracts is in the best interest of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #20-21.52  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of June 2021, by the following vote

AYES:

NOES:       None

ABSTAIN:   None

ABSENT:     None

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.

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Secretary to the Governing Board



Agenda Item: **13.E.VIII. Adopt Resolution #20-21.53 authorizing National School District to participate in the CalSAVE program for the acquisition of materials, equipment, and supplies.**

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

Quick Summary / Abstract: The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding prices. One alternative is the CalSAVE, a cooperative purchasing organization.

In addition, Education Code Section 17595 authorizes districts to purchase materials, equipment, or supplies through the Department of General Services.

Comments: CalSAVE helps California's schools and public agencies buy the latest technology, instructional resources and other products for less money and with more efficiency. CalSAVE leverages the statewide buying power of California's school and public agencies to secure the lowest possible price.

These contracts may be used to purchase a variety of technology equipment and software, including but not limited to monitors, laptops, and PC's.

Attachments:  
Resolution #20-21.53

# National School District Resolution

#20-21.53

## AUTHORIZING CONTRACTING PURSUANT TO VENDOR PARTNERSHIP WITH CALSAVE

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, The CalSAVE program is sponsored by Epylon on behalf of the California County Superintendents Educational Services Association, and

**WHEREAS**, The CalSAVE program, will give the District the opportunity to access these competitive processes when appropriate. This will save the District the time and money to go out for a formal bid when the purchase does not exceed \$10,000, and

**WHEREAS**, this Board has determined it to be in the best interests of the District to purchase from CalSAVE, and

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the CalSAVE program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The District's participation in the CalSAVE contracts is in the best interest of the District to leverage the statewide buying power of California's school and public agencies to secure the lowest price.

Resolution #20-21.53  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of June 2021, by the following vote

AYES:

NOES:       None

ABSTAIN:   None

ABSENT:     None

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.

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Secretary to the Governing Board

Agenda Item: **13.E.IX. Adopt Resolution #20-21.54 authorizing National School District to participate in the National Association of State Procurement Officials (NASPO) Valuepoint program for the acquisition of materials, equipment and supplies.**

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

Quick Summary / Abstract: The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding prices. One alternative is the National Association of State Procurement Officials (NASPO) Valuepoint, a cooperative purchasing organization.

In addition, Education Code Section 17595 authorizes districts to purchase materials, equipment, or supplies through the Department of General Services.

Comments: National Association of State Procurement Officials (NASPO) ValuePoint conducted a formal competitive bid process through a participating state agency for Wireless Communications and Equipment.

Verizon is an awarded vendor and allows the District to utilize the competitive pricing awarded on this contract.

Attachments:  
Resolution #20-21.54

# National School District Resolution

#20-21.54

## AUTHORIZING CONTRACTING PURSUANT TO THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) COOPERATIVE PURCHASING ORGANIZATION

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process, and

**WHEREAS**, One alternative is the National Association of State Procurement Officials (NASPO) Cooperative Purchasing Organization. This will save the District the time and expense of having to go out for a formal bid, and

**WHEREAS**, Education Code Section 17595 authorizes districts to purchase materials, equipment through the Department of General Services, and

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the National Association of State procurement Officials (NASPO) program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the NASPO contracts is in the best interest of the District to leverage the statewide buying power of California's school and public agencies to secure the lowest price.

Resolution #20-21.54  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of June 2021 by the following vote

AYES:

NOES:       None

ABSTAIN:   None

ABSENT:     None

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.

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Secretary to the Governing Board

Agenda Item: **13.E.X. Adopt Resolution #20-21.55 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment and supplies.**

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

Quick Summary / Abstract: The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding prices. One alternative is the North County Educational Purchasing Consortium (NCEPC) program.

North County Educational Purchasing Consortium (NCEPC) is a San Diego County based purchasing consortium encompassing most school districts in the county. The District will continue to comply with the California Public Contract Code, which requires solicitation of public bids for the installation of equipment pursuant to Public Contract Code 20110.

Comments: The North County Educational Purchasing Consortium (NCEPC) program is designed, as in any public purchasing cooperative, to achieve cost-effective and efficient acquisition of quality products and services. North County Educational Purchasing Consortium (NCEPC) leverages the buying power for participating school districts.

The District uses the North County Educational Purchasing Consortium (NCEPC) often for a variety of purchases. Examples include but are not limited to Toshiba copier contracts, HP Laptops, paper goods and dairy products for the Child Nutrition Services, janitorial supplies, and many other things.

Attachments:  
Resolution #20-21.55

# National School District Resolution

#20-21.55

## AUTHORIZING CONTRACTING PURSUANT TO NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM (NCEPC)

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process, and

**WHEREAS**, One alternative is the North County Educational Purchasing Consortium (NCEPC) program. This will save the District the time and expense of having to go out for a formal bid, and

**WHEREAS**, Education Code Section 17595 authorizes districts to purchase materials, equipment through the Department of General Services, and

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the North County Educational Purchasing Consortium (NCEPC) program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the NCEPC contracts is in the best interest of the District due to time schedule, quality, cost of developing specifications, price, etc.



Resolution #20-21.55  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of June 2021, by the following vote

AYES:

NOES:       None

ABSTAIN:   None

ABSENT:     None

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: **13.E.XI. Adopt Resolution #20-21.56 authorizing National School District to participate in the California Network and Telecommunications (CALNET) program for the purchase of communications and network services, materials, equipment, and supplies.**

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

Quick Summary / Abstract: The Public Contract Code contains certain exceptions to the competitive bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process. One alternative is the California Network and Telecommunications (CALNET) program.

The District will continue to comply with the California Public Contract Code, which requires solicitation of public bids for the installation of equipment pursuant to Public Contract Code 20110.

Comments: The CALNET program is designed, as is any public purchasing cooperative, to achieve cost-effective and efficient acquisition of quality products and services. The State of California Department of Technology has negotiated prices for various communications services, materials, equipment, and supplies with several companies. The state is making these competitive prices available to all public agencies.

Attachments:  
Resolution #20-21.56

# National School District Resolution

#20-21.56

## AUTHORIZING CONTRACTING PURSUANT TO COOPERATIVE BID AND AWARD DOCUMENTS FROM THE CALIFORNIA NETWORK AND TELECOMMUNICATIONS (CALNET) PROGRAM

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, The Public Contract code contains certain exception to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process, and

**WHEREAS**, One alternative is the California Network and Telecommunications Program (CALNET) program. This will save the district the time and expense of having to go out for a formal bid, and

**WHEREAS**, Education Code Section 17595 authorizes district to purchase material, equipment, and supplies.

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the California Network and Telecommunications (CALNET) program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability, and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions, and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the CALNET contracts is in the best interest of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #20-21.56  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of July 2021, by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

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

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Secretary to the Governing Board

Agenda Item: **13.E.XII. Adopt Resolution #20-21.57 authorizing National School District to participate in the PEPPM Technology Bidding and Purchasing Program for the acquisition of technology equipment, software and supplies.**

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

Quick Summary / Abstract: The Public Contract Code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding prices. One alternative is the PEPPM program.

The District will continue to comply with the California Public Contract Code, which requires solicitation of public bids for the installation of equipment pursuant to Public Contract Code 20110.

Comments: The Governing Board is being asked to approve PEPPM resolution, which will give the National School District the opportunity to access these competitive prices when appropriate. By giving the Business Services Department the authorization to purchase from the PEPPM program, the District will save the time and expense of having to go out for formal bid.

PEPPM has collaborated with Epylon Corporation to provide increased value to buyers and vendor partners in the PEPPM Program. Epylon Corporation is a California company specializing in strategic sourcing, contract development, co-op management and eCommerce for educational agencies.

Attachments:  
Resolution #20-21.57

# National School District Resolution

#20-21.57

## AUTHORIZING CONTRACTING PURSUANT TO PEPPM TECHNOLOGY BIDDING AND PURCHASING PROGRAM

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process, and

**WHEREAS**, One alternative is the PEPPM Technology Bidding and Purchasing Program, sponsored by Epylon. This will save the District the time and expense of having to go out for a formal bid, and

**WHEREAS**, Education Code Section 17595 authorizes districts to purchase materials, equipment through the Department of General Services, and

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of technology equipment, software and supplies through the PEPPM Technology Bidding and Purchasing Program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The District's participation in the PEPPM contracts is in the best interest of the District to leverage the statewide buying power of California's school and public agencies to secure the lowest price.

Resolution #20-21.57  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of June 2021 by the following vote

AYES:

NOES:       None

ABSTAIN:   None

ABSENT:     None

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: **13.E.XIII. Adopt Resolution #20-21.58 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13-18/19 Apple Computer Products, Services, and Related Items).**

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

Quick Summary / Abstract: The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding prices. One alternative is to use the legally awarded bid of another government agency on the condition the vendor has allowed for this option within the bid documents. This practice is known as “piggyback”.

Attachments:  
Resolution #20-21.58



# National School District Resolution

#20-21.58

## AUTHORIZING CONTRACTING PURUANT TO COOPERATIVE BID AND AWARD DOCUMENTS FROM THE GLANDALE NIFIED SCHOOL DISTRICT

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, the Glendale Unified School District has conducted a cooperative bid process that incorporated participating public agencies to allow the lease and/or purchase of Apple Computer Products, Services, and Related Items at the same price and upon the same terms and conditions as the awarding agency pursuant to Sections 20118 and 20652 of the Public Contract Code of California, and the above-mentioned agency waived their right to require school districts to draw warrants for such purchases or contracts in favor of the awarding.

**WHEREAS**, the above-mentioned agency's governing body awarded the bid to Apple Computer Corporation,

**WHEREAS**, this Board has determined it to be in the best interest of the District to purchase or contract for Apple Computer Products, Services, and Related Items from the bid awarded by the before mentioned agency.

**NOW, THEREFORE IT IS RESOLVED, ORDERED AND DECLARED** that National School District may lease and/or purchase Apple Computer products, Services, and Related Items utilizing the above-mentioned bid. It is hereby authorized and approved and is subject to all terms, conditions and documents as specified in the Glendale Unified School District bid and award documents.

**BE IT FURTHER RESOLVED, ORDERED AND DECLARED** that Christopher Carson, Assistant Superintendent of Business Services is hereby authorized to execute the necessary contract documents naming the District as the contracting party.

Resolution #20-21.58  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of June 2021, by the following vote

AYES:

NOES:       None

ABSTAIN:   None

ABSENT:     None

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.

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Secretary to the Governing Board

Agenda Item: **13.E.XIV. Adopt Resolution #20-21.59 authorizing contracting to piggyback Request For Proposal (RFP) and award documents from the Fullerton School District for the purchase of frozen and refrigerated food piggyback contract (RFP 2019-04).**

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

Quick Summary / Abstract: Piggyback is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity. This allows for smaller entities to take advantage of favorable pricing and contract conditions extended to other entities, thereby saving costs on purchased items they might not otherwise achieve through their own bid process.

Comments: Fullerton School District conducted a Request for Proposals process for Frozen & Refrigerated Food Distribution. The contract was awarded to Gold Star Foods with an effective date of the bid of July 1, 2019, through June 30, 2020, renewable for two years. The contract has been renewed for July 1, 2021, through June 30, 2022. The award allows incorporated participating public agencies an opportunity to purchase refrigerated and frozen goods from the successful bidder. The contract allows for a margin of 10% increase over wholesale cost of all goods. This is a very competitive rate.

Attachments:  
Resolution #20-21.59

# National School District Resolution

#20-21.59

## **AUTHORIZING ITS PARTICIPATION IN THE PURCHASE OF FROZEN AND REFRIGERATED FOODS THROUGH THE FULLERTON SCHOOL DISTRICT**

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, California Department of General Services (“Department”) is authorized pursuant to Public Contract Code Section 12100 to purchase goods and services on behalf of local agencies, such as National School District (“District”);

**WHEREAS**, the Department allows local governments to use its Fullerton School District program to purchase products and services;

**WHEREAS**, such purchases must be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures;

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the Fullerton School District.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the vendor and for any tax liability, and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions, and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The District’s participation in the Fullerton School District is in the best interests of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #20-21.59  
June 23, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 23rd day of June 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:     None

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.

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Secretary to the Governing Board

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.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 (NSD) current and next steps in navigating this world-wide crisis.

Agenda Item: **14.B. Adjust monthly stipend for Governing Board Members.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Per Education Code 35120, stipends for Governing Boards may be adjusted on an annual basis.

Comments: This item is being brought forward for the Board to consider a compensation adjustment. Per Education Code 35120, stipends for Governing Boards may be adjusted on an annual basis.

Considerations for this adjustment include the following:

- This is not a raise, but rather an adjustment in compensation.
- Board members currently receive a \$277.83 stipend per month.
- On an annual basis, the Governing Board may increase the compensation of individual Board members beyond the limits delineated in Education Code section 35120, in an amount not to exceed 5 percent, based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Governing Board.
- Board members do not receive additional compensation for special Board meetings called within a given month.
- The cost of a 5 percent adjustment to the Governing Board's monthly stipend is \$13.89 per month, per Board member.

Recommended Motion: Adjust monthly stipend for Governing Board Members.

Financial Impact: Governing Board Stipend: \$291.27 monthly, per Board Member  
Annual cost  
General Fund

Agenda Item: **15. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **15.A. Adopt Administrative Regulation 1312.4-Williams Uniform Complaint Procedures (UCP).**

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

Recommended Motion: Adopt Administrative Regulation 1312.4-Williams Uniform Complaint Procedures (UCP).

Attachments:  
AR 1312.4



# National SD

## Administrative Regulation

Community Relations

AR 1312.4(a)

### WILLIAMS UNIFORM COMPLAINT PROCEDURES

#### Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
  - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
  - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
  - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

AR 1312.4(b)

### WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
  - a. A semester begins and a teacher vacancy exists.
  - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

*(cf. 4112.22 - Staff Teaching English Learners)*

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

*Teacher vacancy* means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

*Beginning of the year or semester* means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)  
(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)
  - a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

AR 1312.4(c)

### **WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

*Emergency or urgent threat* means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

*Clean or maintained school restroom* means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

*Open restroom* means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

(cf. 3514 - Environmental Safety)  
(cf. 3517 - Facilities Inspection)

AR 1312.4(d)

#### **WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

~~4. Complaints regarding the noncompliance of a license exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)~~

~~a. The preschool does not have outdoor shade that is safe and in good repair.~~

~~b. Drinking water is not accessible and/or readily available throughout the day.~~

~~c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.~~

~~d. Restroom facilities are not available only for preschoolers and kindergartners.~~

~~e. The preschool program does not provide visual supervision of children at all times.~~

~~f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.~~

~~g. Playground equipment is not safe, in good repair, or age appropriate.~~

## Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code ~~8235.5~~, 35186; 5 CCR 4680)

AR 1312.4(e)

## WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

~~The Superintendent or designee shall post in each K-12 classroom in each school a notice containing the components specified in Education Code 35186. In each license exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted. (Education Code 8235.5, 35186)~~

## Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee, ~~or the preschool administrator or designee as appropriate,~~ at the school in which the complaint arises. A complaint about problems beyond the authority of the principal ~~or preschool administrator~~ shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code ~~8235.5~~, 35186; 5 CCR 4680)

## Investigation and Response

The principal/~~preschool administrator~~ or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within ~~their~~ **the principal's or designee's** authority. (Education Code ~~8235.5~~, 35186; 5 CCR 4685)

~~Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)~~

The principal/~~preschool administrator~~ or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code ~~8235.5~~, 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal/~~preschool administrator~~ or Superintendent's designee shall report the

resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the principal/~~preschool administrator~~ makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code ~~8235.5~~, 35186; 5 CCR 4680, 4685)

AR 1312.4(f)

## **WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code ~~8235.5~~, 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a ~~or #4~~ in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal/~~preschool administrator~~ or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code ~~8235.5~~, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

*(cf. 1340 - Access to District Records)*

### **Reports**

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

*Legal Reference: (see next page)*

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

*Legal Reference:*

EDUCATION CODE

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

1240 County superintendent of schools, duties

~~8235-8239.1 California State Preschool Programs, especially:~~

~~8235.5 California State Preschool Program, complaints regarding health and safety issues~~

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedures

35292.5-35292.6 Restrooms, maintenance and cleanliness

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

HEALTH AND SAFETY CODE

~~1596.792 California Child Day Care Act; general provisions and definitions~~

~~1596.7925 California Child Day Care Act; health and safety regulations~~

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

*Management Resources:*

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

(8/14 3/19) 5/20

**Policy Reference UPDATE Service**

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Agenda Item: **16. EDUCATIONAL SERVICES**

Agenda Item: **16.A. Approve National School District's 2021-2022 Local Control Accountability Plan (LCAP). (Exhibit A)**

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

Quick Summary / Abstract: The Local Control Accountability Plan (LCAP) is an important component of the Local Control Funding Formula (LCFF). Under the Local Control Funding Formula (LCFF) all districts are required to prepare a Local Control Accountability Plan (LCAP), a plan which describes how the District intends to meet the annual goals for all pupils, with specific activities to address State and local priorities.

The Local Control Accountability Plan (LCAP) must include a description of annual goals to be achieved for each State targeted student group (English learner, foster youth, homeless, socio-economically disadvantaged). Goals must address each of the State priorities and any additional local priorities; however, one goal may address multiple priorities.

The three-year plan addresses all State and Board priorities, outlines the estimated budget, and aligns with Federal Addendum.

The Governing Board of each district needs to adopt a Local Control Accountability Plan (LCAP) on or before July 1 of each fiscal year. Once the plan has been approved by the Governing Board, it then goes to the San Diego County Office of Education for final approval.

Comments: The National School District Local Control Accountability Plan (LCAP) has been created through a process of data analysis and stakeholder input was provided on the following dates:

Local Control Accountability Plan (LCAP) Committee: April 26, 2021.  
District Parent Advisory Council (DPAC): April 7, 2021. District English Learner Advisory Council (DELAC): March 12, 2021; April 16, 2021.  
National City Elementary Teacher Association (NCETA): February 4, 2021.  
California School Employees Association (CSEA): January 15, 2021; March 11, 2021.  
Town Hall Meeting: May 20, 2021.

Recommended Motion: Approve National School District's 2021-2022 Local Control Accountability Plan (LCAP). (Exhibit A)

Attachments:  
Exhibit A

Agenda Item: **16.B. Approve the National School District Local Control Accountability Plan (LCAP) Federal Addendum for the 2021-2022 school year. (Exhibit B)**

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

Quick Summary / Abstract: The Local Control Accountability Plan (LCAP) Federal Addendum must be approved by the local Governing Board and submitted to the California Department of Education to apply for Every Student Succeeds Act (ESSA) funding (Title funds).

These federal funds are coordinated with the Local Control Accountability Plan (LCAP). The LCAP Federal Addendum is meant to supplement the LCAP. The implementation of the ESSA funds through National School District's LCAP supports effective alignment of federally-funded programs with District and State priority goals.

Comments: California's Every Student Succeeds Act (ESSA) State Plan is required to ensure the utilization of federal resources is aligned to the intent of the Title funds that support underserved student groups. Accordingly, eligible Districts are required annually to complete the Local Control and Accountability Plan (LCAP) Federal Addendum to describe how they will use federal funds to meet the provisions in Every Student Succeeds Act (ESSA).

Recommended Motion: Approve the National School District Local Control Accountability Plan (LCAP) Federal Addendum for the 2021-2022 school year. (Exhibit B)

Attachments:  
Exhibit B



Agenda Item: **16.C. Public Hearing to Consider and Adopt Resolution #20-21.60 concerning Renewal Petition submitted by Integrity Charter School. (Exhibit C)**

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

Quick Summary / Abstract: Integrity Charter School (ICS) currently operates a charter school authorized by the National School District (District). ICS's current charter term expires on June 30, 2021.

On May 21, 2021, the District received a petition to renew ICS's charter (Renewal Petition). The Board of Trustees held a public hearing on the Renewal Petition on May 26, 2021, to consider the level of support for the proposed request by District teachers, other District employees, and parents/guardians.

On June 8, 2021, the District posted its Staff Report of Findings of Fact and Recommendation (Staff Report) on the Renewal Petition. In the staff report, District staff determined that ICS's Renewal Petition, as submitted, included comprehensive updates that generally met applicable legal requirements. In addition, District staff found that ICS satisfied the academic renewal criteria set forth in Education Code section 47607.2 for a middle-performing charter school.

Pursuant to Education Code sections 47605 and 47607, the Board will hold a public hearing during which it will consider (1) ICS's admissions preferences which are detailed in Element 8 (Admissions Policy and Procedures) on pages 67-69 of the Renewal Petition, and (2) the Renewal Petition as a whole.

Representatives of ICS will receive equivalent time and procedures as the District's review team to present any evidence and/or testimony to respond to the Staff Report. Then, after receiving public comment, the Board will deliberate and take action on the Renewal Petition. Later at this meeting, the Board will consider memoranda of understanding between ICS and the District, which would further delineate the roles and responsibilities of each party if the Renewal Petition is approved.

Comments: For the past 17 years Integrity Charter School has served families in National City and the surrounding areas. Integrity Charter School was first chartered by National School District in 2003.

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

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

District staff a renewal petition draft for review.

- On April 14, 2021, National School District staff provided the Governing Board a report on the Integrity Charter School draft renewal petition.
- On May 26, 2021, a second public hearing for community input was provided. There was no community input.

Recommended  
Motion:

Public Hearing to Consider and Adopt Resolution #20-21.60 concerning  
Renewal Petition submitted by Integrity Charter School. (Exhibit C)

Attachments:

Exhibit C

Resolution #20-21.60

# National School District Resolution

# 20-21.60

## RESOLUTION TO APPROVE THE RENEWAL PETITION FOR INTEGRITY CHARTER SCHOOL

**WHEREAS**, the approval of charter schools is governed by the Charter Schools Act of 1992, as subsequently amended, codified in Education Code section 47600 *et seq.*, and the implementing regulations of Title 5 of the California Code of Regulations (5 C.C.R. § 11960 *et seq.*);

**WHEREAS**, on May 21, 2021, the National School District (“District”) received the petition (“Renewal Petition”) for Integrity Charter School (“Charter School”);

**WHEREAS**, a public hearing on the Renewal Petition was held on May 26, 2021, at which time the District’s Board of Trustees (“Board”) considered the level of support for the Renewal Petition by teachers employed by the District, other employees of the District, and parents/guardians;

**WHEREAS**, the Board published the District staff’s recommendation, including its proposed findings of fact, on June 8, 2021 (“Staff Recommendation”);

**WHEREAS**, the Board has convened on June 23, 2021, to consider whether to grant or deny the Renewal Petition;

**WHEREAS**, renewals of charters are governed by the standards and criteria set forth in Education Code sections 47605 and 47607;

**WHEREAS**, the consideration of a renewal petition requires the District to (1) determine whether the charter school meets applicable eligibility requirements using the new accountability criteria under Assembly Bill 1505 and reflected in the California School Dashboard, and (2) evaluate whether the renewal petition meets the standards and criteria set forth in Education Code section 47605;

**WHEREAS**, Education Code section 47607 describes a three-tiered system that categorizes a charter school as a high-performing, middle-performing, or low-performing charter school. The designation of a charter school in a particular tier determines the level of review that the chartering authority must conduct to evaluate whether the charter school is eligible for renewal of its charter;

**WHEREAS**, for charter schools designated as middle-performing, the District must evaluate the following: (1) the charter school's performance on the state and local indicators on the California School Dashboard, both on a schoolwide basis and for all student subgroups served by the charter school, giving greater weight to the charter school's performance on measurements of academic performance, and (2) clear and convincing evidence, as demonstrated by verified data, which shows that the charter school has either (a) achieved measurable increases in student academic achievement, as defined by at least one year's progress for each year in school, or (b) strong post-secondary outcomes (e.g., college enrollment, persistence, and completion rates equal to similar peers). If a charter school satisfies such criteria, the Board may grant a renewal term of five years;

**WHEREAS**, the governing board of a school district shall not deny a petition unless it makes written factual findings specific to the particular petition, setting forth specific facts to support one or more of the following findings:

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required by subdivision (a) of Education Code section 47605. *(The signature requirement is not applicable to a renewal petition.)*
4. The petition does not contain an affirmation of each of the required conditions.
5. The petition does not contain reasonably comprehensive descriptions of all required elements.
6. The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Educational Employment Relations Act.
7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. *(This finding is not applicable to a renewal petition.)*
8. The school district is not positioned to absorb the fiscal impact of the proposed charter school. *(This finding is not applicable to a renewal petition.)*

**WHEREAS**, the governing board of a school district may deny renewal of a charter school in the middle-performing tier only upon making the following specific written findings:

1. The school has failed to make sufficient progress toward meeting standards that provide a benefit to the school’s students;
2. Closure of the school is in the students’ best interests; and
3. The decision provided greater weight to performance on “measurements of academic performance”—the test-based indicators in English-Language Arts and mathematics, the English Learner Progress Indicator, and the Career and College Indicator.

**WHEREAS**, the Charter School is designated as a “middle-performing” charter school by the California Department of Education;

**WHEREAS**, the District has reviewed, evaluated, and considered the academic performance data provided by the Charter School as part of its Renewal Petition;

**WHEREAS**, in considering the academic performance of the Charter School’s students, the District has determined that the Charter School has met the applicable criteria to be eligible for renewal, a summary of which is included in the Staff Recommendation posted on June 8, 2021, which is incorporated herein by reference; and

**WHEREAS**, the District has also reviewed the Renewal Petition and, although the District has identified certain concerns and issues, which are noted in the Staff Recommendation, the District believes that such matters can be effectively addressed as part of the charter oversight and monitoring process.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Trustees of the National School District does resolve, determine, and order the following:

1. The foregoing recitals are hereby adopted as true and correct.
2. The Board has considered the Renewal Petition of the Charter School, including its academics, finances, operations, and other components, in addition to the criteria for renewal set out in the Education Code.
3. The Board has considered, and approves of, the admissions preferences described in the Renewal Petition.
4. The Board hereby approves the Renewal Petition for a five-year term, beginning on July 1, 2021 and ending on June 30, 2026, subject to the findings of fact set forth in the Staff Recommendation posted on June 8, 2021, which identify areas of concern/correction that

Resolution #20-21.60  
June 23, 2021  
Page 4

5. the Charter School shall be required to address, and which the District shall monitor as part of its charter oversight function.
  
6. The Superintendent or her designee is authorized and directed to take such action as may be reasonably necessary to effectuate the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Board of Trustees on June 23, 2021, at a duly noticed meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, \_\_\_\_\_, Clerk of the Board of Trustees of the National School District, County of San Diego, State of California, do hereby certify that the foregoing Resolution was duly introduced, passed, and adopted by the Board at a meeting thereof held on June 23, 2021, by a vote of \_\_\_\_\_ to \_\_\_\_\_.

IN WITNESS THEREOF, I have hereto set my hand this 23<sup>rd</sup> day of June 2021.

\_\_\_\_\_  
Clerk of the Board of Trustees

Agenda Item: **16.D. Approve contract #CT3846 with EdTheory to provide Special Education Services for the 2021-2022 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 services provided by EdTheory, including speech-language services, one-on-one nursing support, and specialized academic instruction.

This consultant contract will allow NSD to cover special education services (as required in a student's individualized educational plan) during employee leaves or unfilled vacancies.

The contract term outlines the types of services provided at EdTheory. These services will allow students to receive services that are written into their Individualized Educational Plans (IEPs).

The inclusive (all services and supports) per diem rate for these services is \$80.72 per hour. The term of this contract is from July 1, 2021 to June 30, 2022.

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

The services will be provided on-site.

Comments: There is a nationwide shortage of speech-language pathologists, nursing support providers, and special education teachers. EdTheory provides temporary staffing support for NSD.

Recommended Motion: Approve contract #CT3846 with EdTheory to provide Special Education Services for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$150,000  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund-Special Education

Attachments:  
CT3846

[ 01 - 00 ] - [ 6500 - 000 ] - [ 5760 ] - [ 1110 ] - [ 5800 - 100 ] - [ 022 ]  
Fund Res Goal Function Object Site

Contract No. CT3846

## 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

EdTheory, LLC 6701 Koll Center Parkway, Suite #250

Contractor Taxpayer ID Number Mailing Address

Pleasanton CA 94566, 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. To provide National School District access to services provided by EdTheory, including: speech-language services, one-to-one nursing support, and specialized academic instruction.  
\_\_\_\_\_  
\_\_\_\_\_
2. Term. Contractor shall commence providing services under this Agreement on July 1, 2021, and will diligently perform as required and complete performance by June 30, 2022.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One hundred and fifty thousand Dollars (\$ 150,000.00). District shall pay Contractor according to the following terms and conditions: Hourly rate \$80.72  
\_\_\_\_\_  
\_\_\_\_\_



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

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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

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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:	<u>6701 Koll Center Parkway, Suite #250</u> Pleasanton, CA 94566
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 24 day of June, 2021.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

Arik Avanesyans  
\_\_\_\_\_  
Typed or Printed Name

Assistant Superintendent Business Services  
\_\_\_\_\_  
Title

**Board Approval Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent

Marvel Philip, Chief Executive Officer  
\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Social Security or Taxpayer I. D. No.

(925) 215-7781  
\_\_\_\_\_  
(Area Code) Telephone Number

Agenda Item: **16.E. Approve contract CT#3857 Operations Memorandum of Understanding between Integrity Charter School and the National School District Governing Board, effective July 1, 2021 through June 30, 2026.**

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

Quick Summary / Abstract: This Memorandum of Understanding (MOU) describes the operation of Integrity Charter School (ICS) and the rights and responsibilities of the District and Integrity Charter School in the operation of Integrity Charter Schools' charter school program.

Recommended Motion: Approve contract CT#3857 Operations Memorandum of Understanding between Integrity Charter School and the National School District Governing Board, effective July 1, 2021, through June 30, 2026.

Attachments:  
CT3857

**OPERATIONS MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NATIONAL SCHOOL DISTRICT  
AND INTEGRITY CHARTER SCHOOL**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the National School District (“District”) and Integrity Charter School (the “Charter School”), a public charter school operated by Integrity Charter School, a California nonprofit public benefit corporation. The term “Charter School” as used in this Agreement shall refer to both Integrity Charter School and the Charter School itself. The District and the Charter School are collectively referred to as “the Parties.”

**RECITALS**

- A. The District is a school district existing under the laws of the State of California.
- B. The Charter School submitted a charter renewal petition to the District, which the District approved on June 23, 2021 for a term of five (5) years, commencing on July 1, 2021 and ending on June 30, 2026 (“Charter”). The District is the chartering authority of the Charter School.
- C. Integrity Charter School is a California nonprofit public benefit corporation that operates the Charter School, a public charter school existing under the laws of the State of California and under the chartering authority and oversight of the District. Integrity Charter School shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein, and whenever this Agreement obligates the Charter School to a particular course of action or prohibits or limits the Charter School from a particular course of action, Integrity Charter School shall also be required to fulfill such obligation and be subject to such prohibition or limitation with respect to operation of the Charter School.
- D. This Agreement is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities, their legal relationships, the operation of the Charter School, and other matters of mutual interest.
- E. Integrity Charter School shall be responsible at all times for operating the Charter School in conformity with the provisions of the approved charter, all laws and regulations applicable to charter schools, and this MOU.
- F. This Agreement shall take effect upon the execution by the Parties and upon approval and ratification by the Governing Board of the District and the Charter School’s Board of Directors. If any provision of this Agreement is inconsistent with the Charter, the terms of this Agreement shall control, unless prohibited by law.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

## AGREEMENT

### I. TERM AND RENEWAL

- A. **Term.** The term of this Agreement shall commence as of the date it is approved by the District's Board and the Charter School's Board of Directors and fully executed by the parties ("Effective Date"), and shall end on June 30, 2026. This Agreement is subject to termination during the term as specified by law or as otherwise set forth in this Agreement. This MOU shall automatically expire if the Charter School closes.
- B. **Modification.** This Agreement may be modified in writing at any time during the term of this Agreement by mutual agreement. Any modification of this Agreement shall be in writing, executed by the duly authorized representatives of the Parties, ratified by the Parties' respective boards, and specifically indicate the intent of the Parties to modify this Agreement.

### II. DESIGNATED REPRESENTATIVE

- A. **District Representative.** The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the District's Governing Board is legally required.
- B. **Charter School Representative.** The Charter School's designated representative shall be its Director or designee, who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School's Board of Directors is required.

### III. OVERSIGHT FEES AND ADMINISTRATIVE SERVICES

- A. In accordance with Education Code section 47613, the District may charge for the actual costs of supervisory oversight not to exceed one percent (1%) of the revenue of the Charter School. Should the Charter School obtain substantially rent-free facilities from the District, the District may charge for the actual cost of supervisory oversight not to exceed three percent (3%) of the revenue of the Charter School. "Revenue of the charter school" is defined in accordance with Education Code section 47613(f). This payment will be made in quarterly payments or in the method or timing that is mutually agreeable to the Parties. The Charter School shall pay the invoice provided by the District for the oversight fee within thirty (30) days of receipt.
- B. The Charter School and the District agree that "supervisory oversight," as used in Education Code sections 47613 and 47604.32, shall include, but not be limited to, the following:



1. All activities related to the charter revocation and renewal processes as described in Education Code section 47607, 47607.2, and 47605, including any process related to the issuance of a notice to remedy or other corrective notice related to the Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
  2. Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
  3. Review and timely response to the Charter School's annual independent fiscal audit.
  4. Identification of at least one staff member as a contact person for the Charter School.
  5. Visits to the Charter School at least annually.
  6. Ensuring that the Charter School submits the reports and documents identified herein.
  7. Monitoring the fiscal condition of the Charter School.
  8. Providing timely notification to the California Department of Education pursuant to Education Code Section 47604.32(a)(5) if any of the following circumstances occur: (A) a renewal of the Charter is granted or denied; (B) the Charter is revoked; and/or (C) the Charter School ceases operation for any reason.
  9. Any other activities required of chartering authorities under applicable law and regulations, including but not limited to, credential monitoring.
- C.** The Charter School shall be solely responsible for meeting its reporting obligations. The District shall cooperate fully with the Charter School in reviewing and forwarding in a timely manner any reporting that it is required to review and submit to either the San Diego County Office of Education or the California Department of Education on behalf of the Charter School.
- D.** The Charter School shall promptly respond to all reasonable inquiries of the District including, but not limited to, inquiries regarding its financial records.
- E.** Should the Charter School desire to purchase administrative or business services from the District, the Charter School shall request such services in writing. If the Charter School purchases administrative or business services from a third party other than the District, the Charter School shall promptly respond to reasonable

inquiries from the District and requests for information/documents it maintains or has access to concerning its contractual relationship with the third party, any services rendered to the Charter School by the third party, or any matter that is otherwise related to the District's oversight of the Charter School pursuant to Education Code section 47604.3.

#### **IV. FUNDING**

- A.** To the extent that the Charter School is required to submit records or information to the District, the San Diego County Office of Education, or the State of California in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient. If there is any dispute about the format of records to be submitted to the District, the Parties shall consult in good faith regarding an acceptable format.
  
- B.** The Charter School shall be funded pursuant to the local control funding formula consistent with Education Code sections 42238.02 and 42238.03; provided, however, that any applicable future revision to the Education Code that revises the manner in which charter schools are funded shall not be interpreted to prevent Charter School's direct receipt of full funding in accordance with applicable law.
  - 1. The Charter School acknowledges its obligation to prepare and hold a public hearing to adopt a Local Control and Accountability Plan ("LCAP") by July 1st each year.
  - 2. The Charter School also acknowledges its annual obligation to update the LCAP to specifically account for the expenditures of the supplemental and concentration grant funds generated by English learners, low-income students, and students in foster care.
  - 3. The Charter School shall adhere to all requirements of Education Code section 47606.5, including, but not limited to:
    - (a) Consulting with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP and annual update.
    - (b) Holding at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update.
    - (c) Following the procedures for adoption of the LCAP when adopting any revisions to the LCAP or annual update during the period that it is in effect.

- (d) Submitting the LCAP or annual update to the District and the San Diego County Superintendent of Schools.
  - (e) Prominently posting the LCAP or annual update on the homepage of the Charter School’s website, including any revisions approved by the Charter School’s Board of Directors.
- C. The Charter School may be eligible for federal funding including, but not limited to, Title I, II, III, IV, V, and VII, based on the qualifications of the Charter School’s students for such funding.
  - 1. The District has no obligation to apply for additional sources of funding for the Charter School. In the event the District applies for additional sources of funding, the Charter School shall cooperate fully with the District in applications made by the District on behalf of the students of the Charter School.
  - 2. The Charter School agrees to comply with all applicable federal and/or state laws and regulations related to receipt and expenditures of funds and all applicable requirements of any public or private granting agency related to receipt and expenditure of grant funds.
- D. The Charter School has elected to receive funding from the state directly pursuant to Education Code section 47651. The Charter School shall be responsible for providing the California Department of Education with all data required for funding. The District will cooperate fully with the Charter School in reviewing and forwarding in a timely manner any data that it is required to review and submit to either the San Diego County Office of Education or the California Department of Education on behalf of the Charter School in order for the Charter School to receive such funding.
- E. The District shall transfer funding in lieu of property taxes to the Charter School in the time frame required by law and shall provide supporting documentation with each payment that is reasonably sufficient for the Charter School to verify the accuracy of the payment amount. The District and the Charter School shall cooperate in good faith to rectify in a timely manner any dispute over the calculation of payments made by the District. The Charter School agrees that all revenue obtained from the District shall only be used in compliance with the approved Charter, this MOU, any authorized amendments, and applicable law.
- F. Charter School further agrees that all funding received by the Charter School from any other sources shall be used exclusively to operate the Charter School and related activities consistent with Integrity Charter School’s charitable, tax-exempt purposes. The Charter School shall not either directly or indirectly, or by loan or gift, fund, assist, or pay for the debts of any of its officers, directors, employees,

or agents, or any other organization or other charter school, unless mutually agreed by the Parties. All expenditures of state and federal revenue shall be in accordance with applicable law.

## V. GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

- A. **Organization.** At all times it is operational, the Charter School will have the following information posted on the Charter School’s website and will update the posting as quickly as possible whenever the information changes: (1) phone numbers and e-mail addresses for the Charter School’s main contacts; and (2) a listing of the names of all members of the Charter School’s Board of Directors. The Charter School will provide the District with immediate written notice of any change in the directors, officers, and administrators.
- B. **Board of Directors.** At all times it is operational, the Charter School will have the following information posted on its website and will update the posting as quickly as possible whenever the information changes: (1) Articles of Incorporation; (2) bylaws approved by the Charter School’s Board of Directors; and (3) roster and biographies/qualifications of current Board members.
- C. **Board of Directors Meetings.** The Charter School will post on its website an annual calendar of Board of Directors meetings. The Charter School’s Board of Directors shall conduct public meetings at such intervals as the Board deems reasonably necessary to ensure that the Board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The Board of Directors meetings will be conducted in keeping with the requirements of the Ralph M. Brown Act (Government Code sections 54950 *et seq.*) and Education Code Section 47604.1. The Charter School shall post on its website its meeting agendas, and minutes. The Charter School will provide Brown Act training to its members of the Board of Directors, its officers, and other administrative staff who regularly attend Board of Directors meetings prior to the execution of any duties. The Charter School will certify to the District that Brown Act training has been provided to the specified individuals.
- D. **Board Policies.** The Charter School’s Board of Directors will adopt policies and procedures to guide the operation of the Charter School, and the Charter School will post the policies and procedures required by law on its website, updating the posting as quickly as practicable following any change. The policies and procedures will include, but not be limited to, the following: (1) conflicts of interest; (2) internal fiscal controls; (3) student discipline policies; (4) parent/student handbook; and (5) health and safety plan (which may be redacted for safety, but which shall be available to the District upon request).
- E. **Compliance with Laws Applicable to Charter Schools.** The Charter School shall comply with all laws and regulations applicable to charter schools including, but not limited to, the following:

1. Government Code sections 1090 *et seq.*, as set forth in Education Code section 47604.1.
2. The Political Reform Act (Government Code sections 81000 *et seq.*).
3. The California Public Records Act (Government Code sections 6250 *et seq.*).
4. The Ralph M. Brown Act (Government Code sections 54950 *et seq.*).

To the extent that any of the provisions in the Charter School's Charter, corporate bylaws, conflict of interest code, or other governance documents or operating policies/procedures are inconsistent or conflict with this MOU, this MOU shall govern, unless prohibited by law. This includes any prohibitions on members of the Board of Directors having a financial interest in contracts with the Charter School.

## VI. LEGAL RELATIONSHIP

- A. **Legal Status and Oversight.** The Parties recognize that Integrity Charter School, a nonprofit public benefit corporation, is a separate legal entity that operates the Charter School under the supervisory oversight of the District. In accordance with Education Code section 47604(d), if the District complies with all oversight responsibilities required by law, the District shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School.
- B. **District Representative on Board of Directors.** The District reserves the right, but not the obligation, to appoint a voting member to the Board of Directors of the nonprofit public benefit corporation in accordance with Education Code section 47604(c). Should the District be provided with any confidential, non-public information of the Charter School by virtue of the District representative's role as a member of the Board of Directors, the District representative shall maintain such information as confidential and may not disclose such information to the District per Brown Act rules, except to the extent disclosure is required or otherwise authorized by law or by the Board of Directors.
- C. **Management of Operations/Staffing.** The Charter School shall be wholly responsible for its operations and staffing and shall manage its operations efficiently and economically within the constraints of the Charter, its annual budget, and this MOU.
- D. **Exclusive Public School Employer.** The Parties agree and understand that all employees of the Charter School shall be employees of the Charter School and that the Charter School shall be the exclusive public school employer for the

purposes of collective bargaining as provided in Education Code section 47605(c)(6).

- E. Indemnification.** With respect to its operations under the Charter and this MOU, the Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its Board members, officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys' fees, and costs including, without limitation, those related to Office of Administrative Hearings due process matters and/or state compliance investigations, arising out of injury to any persons, including death, or damage to any property caused by, connected with, or attributable to the misconduct, negligent acts, errors or omissions of the Charter School or its officers, employees, agents and consultants, excepting only those claims, demands, actions, suits, losses, liability expenses, attorneys' fees, and costs caused by the negligence or misconduct of the District, its officers, directors, or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
- F. Complaints.** Any complaints or concerns from a governmental entity, including, without limitation, complaints filed with the Office for Civil Rights, the United States Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing, received by the District about any aspect of the operation of the Charter School shall be forwarded by the District to the Charter School in a timely manner. The District may request that the Charter School inform the District of how such concerns or complaints are being or were addressed. In the event of such a request, the Charter School agrees to provide such information as it is legally able to disclose, and the District shall treat such information with the same level of confidentiality that it would treat comparable information regarding other such concerns or complaints that the District receives regarding non-Charter School students in the District. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, sections 4600 *et seq.*

## VII. MANAGEMENT CONTRACTS

- A.** The Charter School shall provide the District with a copy of any and all contracts that it (or the nonprofit corporation operating the Charter School) has entered into with any third party to operate or manage the Charter School in the manner described in Education Code sections 47604 and 47604.1. An entity that is not authorized to operate a charter school pursuant to Education Code Section 47604 is not an "entity managing a charter school" solely because it contracts with a charter school to provide to that charter school goods or task-related services that are performed at the direction of the governing body of the charter school and for which the governing body retains ultimate decision-making authority and shall not be subject to this provision.

**B.** Prior to entering into a new or revised contract with a third party, as described in Section VII.A above, the Charter School shall provide the following information to the District:

1. A draft of the proposed contract.
2. A description of the third party's roles and responsibilities for the operation and/or management of the Charter School.
3. A list of any other charter schools managed by the third party.
4. A list of, and background on, the third party's leadership team/administration and members serving on the board of directors.
5. A letter of assurance from the third party that none of the leadership team/administration or board of directors of either the third party or the Charter School have conflicts of interest. The letter of assurance shall also confirm that the third party will comply with all applicable requirements under Education Code section 47604.1, including the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*), the Public Records Act (Government Code §§ 6250 *et seq.*), and conflict of interest rules (Government Code §§ 1090 *et seq.* and 81000 *et seq.*).

The District will review, and the Superintendent or designee must provide written approval of any contracts of the type described in this Section VII prior to the Charter School entering in the contract with the third party; provided, however, that if such contract constitutes a material revision to the charter, advance approval by the District's Board shall be required.

## **VIII. BUSINESS SERVICES CONTRACTS**

**A.** Upon request, the Charter School shall provide the District with a copy of its contract with any vendors that will provide business services to or on behalf of the Charter School. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, and how the Charter School will monitor the vendor to ensure quality of services rendered. Should the Charter School and a vendor revise or enter into a new contract, the Charter School shall provide the revised or new contract to the District upon execution/approval.

## **IX. FISCAL RELATIONSHIPS/REPORTING REQUIREMENTS**

**A.** **Attendance Accounting and Reporting.** The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School shall maintain contemporaneous written records of enrollment and average daily attendance ("ADA") and make these records available to the District for

inspection and audit upon request. The Charter School will submit the attendance reports (e.g., P-1, P-2, and annual state attendance reports) in accordance with state law and regulations to the District's attendance officer in a timely manner and on or before each report's submission deadline. Such attendance will be included in the annual independent audit of the Charter School. Further, copies of any amended state attendance reports shall be provided to the District within three (3) weeks of the discovery of the need to make any such amendment(s).

- B. **Annual Enrollment List.** Upon request, the Charter School agrees to provide the District with a list of students enrolled in the Charter School, stating the student's full name, Statewide Student Identifiers ("SSIDs"), age, grade level, school district of residence, and date the student first enrolled in the Charter School, provided District shall keep such information confidential and destroy it when no longer needed for oversight purposes.
- C. **Data on Efforts to Achieve Balance Among Student Groups.** Charter School shall submit to the District, upon request, a report on the Charter School's efforts to achieve a balance among student groups (include racial and ethnic groups, special education students, and English Learners, including redesignated English Learners) that is reflective of the general population residing within the territorial jurisdiction of the District, as described in the Charter, and to enroll students who may qualify for free and reduced-priced meals. Such report shall include, but will not be limited to, identifying the Charter School staff responsible for ensuring that outreach efforts are being implemented and tracked, and how the Charter School's progress is monitored/tracked.
- D. **CALPADS.** The Charter School acknowledges its obligations regarding the California Longitudinal Pupil Achievement Data System ("CALPADS"). The Charter School agrees to be considered an "Independent Reporting Charter School," which means that it elects to obtain and maintain SSIDs for all enrolling and exiting students and is responsible for meeting CALPADS reporting and certification requirements. The Charter School also agrees and acknowledges that it is solely responsible for maintaining and reporting student, teacher, and course data directly to CALPADS and reporting aggregate data through the California Basic Educational Data System – Online Reporting Application ("CBEDS-ORA"). The Charter School shall ensure that coding of student information conforms to the District's student information system requirements.
- E. **Annual Audit.** The Charter School shall be responsible for having an annual independent fiscal audit done of the entire Charter School operation in accordance with all applicable laws.
- F. **Loans.** It is agreed that all loans, factoring, or accounts receivable financing sought by the Charter School shall be authorized in advance by the Charter School and shall be the sole responsibility of the Charter School. The District shall have no obligation for repayment. The Charter School agrees to inform the District of



all approved loans, factoring, and accounts receivable financing and to provide, as appropriate, a revised budget reflecting the income and expense of the loan, factoring, or financing.

**G. Cash Flow.** Absent any agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not act or provide a line of credit for the Charter School, absent an agreement.

**H. Fiscal Reporting Timelines.** The Charter School shall annually prepare and submit the following reports to the District and the San Diego County Office of Education in the format dictated by the San Diego County Office of Education for charter schools in the County.

1. On or before July 1, a preliminary budget.
2. On or before July 1, an LCAP or annual update to the LCAP, whichever is applicable.
3. On or before December 15, an interim financial report reflecting changes from July 1 through October 31.
4. On or before December 15, an independent financial audit report.
5. On or before March 15, a second interim financial report reflecting changes from July 1 through January 31.
6. On or before September 15, a final unaudited report for the full prior year.

**I. Property and Liability Insurance.** The Charter School shall procure from an insurance carrier licensed to do business in the State of California, and maintain in full force during the term of the charter, at its own expense, at least the following insurance coverage:

1. Property Insurance. Property insurance shall cover replacement costs, if offered by the insurance carrier, including coverage for all assets listed in the Charter School's property inventory and consumables. If full replacement value coverage is not available, the Charter School shall procure property insurance in amounts as close to replacement value as possible.
2. General Liability. General liability insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, civil rights claims (including employment discrimination), and property damage.

3. Workers' Compensation. Workers' compensation insurance shall be adequate to protect the Charter School from claims under Workers' Compensation laws and within statutory limits.
4. Directors and Officers Liability Insurance. Directors and officers liability insurance, including employment practices liability insurance, shall be obtained and kept in force at all times with a limit of no less than \$500,000 per occurrence.
5. Automobile Liability. Automobile liability insurance to the extent necessary and in amounts appropriate for the type and use of the automobile(s).

Within two weeks of adoption of this MOU by the Parties, the Charter School shall provide certificates of insurance coverage to the District and annually thereafter. The certificates shall state that the District and its Governing Board have been endorsed as additional named insureds under the insurance coverages reflected in 1, 2, 4, and 5 above. The certificates shall provide for thirty (30) days advance written notice to the District of any modification, change, or cancellation of any of the above insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of the Charter School.

## **X. HUMAN RESOURCES MANAGEMENT**

- A. Employees of the Charter School are solely the employees of the Charter School. As such, the Charter School shall have the sole responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees.
- B. The Charter School will conform to applicable laws regarding background checks and fingerprinting and credentialing, including any requirements imposed by the federal Every Student Succeeds Act ("ESSA") and its implementing regulations.
- C. Except as otherwise provided in Education Code section 47605.4(a), teachers employed by the Charter School shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School's Board of Directors may use local assignment options authorized in statutes and regulations for the purpose of legally assigning certificated teachers, consistent with the requirements of those statutes and regulations, in the same manner as a school district's governing board. Teachers employed by a charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the certificate required for the teacher's certificated assignment. The Charter School shall have the authority to request an emergency permit or a waiver from the CTC for individuals in the same manner as a school district. The Charter School shall maintain documentation on file of its teachers' credentials for inspection upon request by the District.

- D. All teachers in the Charter School shall have obtained a certificate of clearance and have satisfied the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.
- E. Consistent with Education Code section 44030.5, the Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the CTC within thirty (30) days of the change in employment status.
- F. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for making these arrangements through the San Diego County Office of Education or the District, as applicable.

## **XI. EDUCATIONAL PROGRAM**

- A. Oversight monitoring of the Charter School shall be in compliance with applicable law, District Board policy, and the terms of this MOU.
- B. The Charter School shall comply with all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Act of 1965 (20 U.S.C.A. sections 6301 *et seq.*, as amended by ESSA) and agrees to take appropriate remedial action if notified by the State of California of a violation of the foregoing.
- C. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, ESSA, the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), related provisions of the Education Code and their implementing regulations, and Section 504 of the Rehabilitation Act of 1973, the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program with the understanding that the educational program shall comply with its Charter and this MOU.
- D. The Charter School shall comply with all federal and state laws concerning the instruction of English learners.
- E. The Charter School agrees to comply with and adhere to the applicable state requirements for participation and administration of all state- mandated tests.
- F. The Charter School shall provide the District with its student discipline policies and procedures prior to the start of each school year and following any updates to those policies and procedures.

- G. The Charter School shall not charge any fee or require any parent/guardian or student contribution that conflicts with requirements of federal or state law, including the California Constitution, Article IX, Section 5, and the California Code of Regulations, Title 5, Section 350, to provide free, public education to students. The Charter School shall adopt policies and procedures consistent with this prohibition.

## XII. SPECIAL SERVICES AND TRANSPORTATION

- A. **Special Services.** In the event that either party to this Agreement wishes to have its staff and/or faculty participate in a non-public program or event offered by the other party, advance request, approval, and arrangements must be made and secured. It is fully recognized that expenses for such program or event are negotiable at the time of the program or event. Such arrangements must be made with the appropriate site administrator or District personnel in advance and confirmed in writing.
- B. **Transportation.** The Charter School will be responsible for providing its own transportation services, if any, including transportation for field trips.

## XIII. SPECIAL EDUCATION AND STUDENT RECORDS

- A. **Special Education.** The District and the Charter School agree to enter into a separate special education memorandum of understanding concerning the Parties' respective roles and responsibilities to students who are enrolled in and attend the Charter School and are, or may be, eligible for special education and related services under the IDEA, related provisions of the Education Code, and their implementing regulations. The Charter School is categorized as a public school of the District for special education purposes in accordance with Education Code Section 47641(b).
- B. **Family Educational Rights and Privacy Act.** The Charter School shall comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 ("FERPA"; 20 U.S.C.A. section 1232g). The Charter School will share personally identifiable information from student education records to the District's Governing Board, Superintendent or designee, and Director of Special Education or equivalent of the District under the school official exception under 34 CFR section 99.31(a)(1). The Charter School hereby designates the District's Governing Board, Superintendent or designee, and Director of Special Education or equivalent of the District as having a legitimate educational interest such that they are entitled under FERPA to access the education records of students who are enrolled in the Charter School. The District will abide by the requirements of FERPA at all times.

## XIV. HEALTH AND SAFETY REQUIREMENTS

- A. The Charter School shall ensure compliance with all health and safety requirements applicable to charter schools (to the extent they apply based on the grade levels served by the Charter School) including, but not limited to, the following:
1. Child Abuse Mandated Reporting. The Charter School shall ensure that its staff comply with the Child Abuse and Neglect Reporting Act (California Penal Code section 11164 *et seq.*), including child abuse and neglect identification and reporting and mandated reporter training requirements.
  2. School Safety Plan. The Charter School shall develop a comprehensive school safety plan that addresses the safety topics required under Education Code section 47605(c)(5)(F)(ii), and review and update the plan by March 1 each year. A copy of the Charter School's school safety plan will be maintained by the Charter School and shall be provided to the District on an annual basis by July 1.
  3. Tuberculosis Risk Assessment and Examination. Charter School employees, and volunteers who have frequent or prolonged contact with students, shall be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code section 49406.
  4. Immunizations. All Charter School students who receive classroom-based instruction shall be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California Code of Regulations sections 6000-6075.
  5. Medication in School. The Charter School shall adhere to Education Code section 49423 regarding administration of medication in school.
  6. Epinephrine. The Charter School shall adhere to Education Code section 49414 regarding epinephrine auto-injectors and training for staff members.
  7. Vision, Hearing, and Scoliosis. To the extent applicable for the grade levels served, the Charter School shall adhere to the requirements of Education Code sections 49450 *et seq.* concerning screenings for vision, hearing, and scoliosis.
  8. Nutritionally Adequate Free or Reduced-Price Meal. The Charter School shall provide each needy student, as defined in Education Code section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code section 49553(a), during each school day pursuant to Education Code section 47613.5 to the extent required by law.

9. Suicide Prevention Policy. The Charter School shall adopt and maintain a policy on student suicide prevention consistent with the requirements of Education Code section 215. The policy shall be developed in consultation with school and community stakeholders, the county mental health plan, school-employed mental health professionals, and suicide prevention experts. The policy shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention.
10. Anti-Bullying Policy. The Charter School shall adopt and maintain a policy on procedures for preventing acts of bullying, including cyberbullying.
11. Access to Mental Health Procedures. The Charter School shall notify students and parents/guardians (as applicable) no less than twice during the school year on how to initiate access to available pupil mental health services on campus or in the community, or both, in the manner consistent with the requirements of Education Code section 49428.
12. Human Trafficking Prevention Resources. The Charter School's Board shall identify appropriate methods of informing parents/guardians of students (as applicable) of human trafficking prevention resources.
13. Non-Discrimination and Anti-Harassment. The Charter School affirms that all students have the right to participate fully in the educational process, free from discrimination and harassment. The Charter School further commits to providing a workplace free of discrimination and harassment. The Charter School shall maintain policies that address the Charter School's compliance with non-discrimination and anti-harassment laws applicable to public agencies.
14. Title IX Compliance. The Charter School shall comply with the requirements of Education Code section 221.61 by posting, in a prominent and conspicuous location on its website, the following information:
  - (a) The name and contact information of the Charter School's Title IX Coordinator, including the Coordinator's phone number and email address.
  - (b) The rights of a student and the public and the responsibilities of the Charter School under Title IX, which include but is not limited to, internet web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education Office for Civil Rights, and the list of rights specified in Education Code section 221.8.

- (c) A description of how to file a complaint under Title IX that meets the requirements of Education Code section 221.61(a)(3)(A)-(C).

## **XV. FACILITIES**

- A. The Charter School recognizes that its facilities must conform to any federal and state requirements that may be applicable to charter schools, including, but not limited to, the geographical restrictions on the location of charter school facilities (e.g., resource centers, meeting spaces, satellite facilities, etc.) set forth in the Education Code, as amended from time to time. The Charter School shall also be responsible for obtaining the appropriate permits from the local public agency having jurisdiction over the issuance of such permits including building and occupancy permits, fire and life safety inspections, and conditional use permits. Prior to commencing operations in an additional facility, the Charter School shall provide the District with documentation demonstrating compliance with all permits and approvals needed for occupancy.
- B. If the Charter School desires to open an additional site(s) not specified in its most recently approved Charter, it must submit a request to the District's Board for a material revision to its Charter in accordance with the requirements of the Education Code.
- C. The Charter School shall be responsible for the maintenance and operation of its facilities.

## **XVI. MATERIAL REVISIONS TO CHARTER**

- A. Changes to the Charter School's Charter deemed by the District Superintendent or designee to be material revisions may not be made or implemented by the Charter School without prior approval from the District's Board. Changes to the Charter that the District considers to be material revisions include, but are not limited to, the following:
  - 1. Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.
  - 2. Changing to, or adding a, nonclassroom-based program.
  - 3. Changes in student enrollment that represent an increase or decrease from the annual enrollment originally projected in the Charter by more than twenty-five percent (25%) of students of the total projected enrollment in any given year.
  - 4. Addition of grade levels to be served.

5. The addition of an additional site or facility as set forth in Section XV.B. above.
  6. Changes in admissions preferences when a lottery is conducted.
  7. Changes in governance structure, including, but not limited to, a change in the name of the Charter School or the nonprofit corporation operating the Charter School, the addition or deletion of a sole statutory member of the corporation, the number of authorized board members, the method by which board members are selected, the majority/quorum of the board, or other substantive provisions.
- B.** Notwithstanding Paragraph A, above, no change made to the Charter for the sole purpose of conforming with a change in law, or as required by the District, shall be considered a material revision.

## **XVII. SITE VISITS**

- A.** As the chartering authority of the Charter School, the District shall conduct at least one site visit annually to evaluate the Charter School's educational program and operations, and compliance with the terms of its Charter and applicable laws. The District reserves the right to make unannounced visits to the Charter School.

## **XVIII. DISPUTE RESOLUTION**

- A.** Nothing in the dispute resolution process described in the Charter School's Charter shall prevent or delay the District from exercising or discharging any power or duty authorized by law with respect to the oversight of the Charter School including, but not limited to, the right to revoke the Charter under applicable law, provided that due process is afforded to the Charter School to the extent required under the Education Code and its implementing regulations under Title 5 of the California Code of Regulations. Further, the dispute resolution procedures outlined in the Charter shall not impede or otherwise serve as a prerequisite to the District's ability to initiate revocation procedures, provided that due process is afforded to the Charter School to the extent required under the Education Code and its implementing regulations under Title 5 of the California Code of Regulations.

## **XIX. CLOSURE**

- A.** **Closure.** If the Charter School closes, the Charter School shall be responsible for conducting all closure-related procedures consistent with its Charter and federal and state law, including Education Code section 47605(c)(5)(O) and California Code of Regulations, Title 5, sections 11962 and 11962.1. The Charter School



shall be solely responsible for funding closure procedures.

**XX. MISCELLANEOUS**

- A. **Legal Counsel.** The Charter School shall retain the right to and be responsible for procuring its own legal counsel and will be responsible for all fees and costs of such service.
- B. **Non-Assignment.** Neither party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter subject to the review and approval of the District pursuant to applicable provisions of the Education Code.
- C. **Severability.** If any provision or part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- D. **Reimbursement of Mandated Costs.** The Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.
- E. **No Agency Relationship.** No agent, employee, or servant of the Charter School shall be deemed to be the employee, agent, or servant of the District except as expressly acknowledged in writing by the District. The Charter School will be solely and entirely responsible for its acts and for the acts of Charter School agents, employees, servants, and subcontractors while acting under the Charter School's direction during the entire term of this Agreement.
- F. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any party which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he/they has not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this Agreement shall only be modified in writing and by the mutual agreement of the Parties.
- G. **Recitals.** The Parties agree that the recitals set forth above are true and are incorporated as essential terms of this Agreement.

- H. Governing Law.** This Agreement shall be interpreted under the laws of the State of California. Any litigation filed by the Parties regarding this Agreement shall be filed and heard in a court of competent jurisdiction for the County of San Diego, State of California.
- I. Signatures.** The Parties acknowledge that each of the undersigned has the power and authority to enter into a binding contract on behalf of the party so noted below.
- J. Counterparts.** This Agreement may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.
- K. Notification.** All notices, requests, and other communications under this Agreement shall be in writing and sent electronically and by U.S. mail to the proper address as follows:

To the District at: Sharmila Kraft, Assistant Superintendent of  
Educational Services  
National School District  
1500 N Avenue  
National City, CA 91950  
Email: [skraft@nsd.us](mailto:skraft@nsd.us)

To the Charter School at: Susie Fahey, Director  
Integrity Charter School  
701 National City Blvd.  
National City, CA 91950  
Email: [sfahey@integritycharterschool.net](mailto:sfahey@integritycharterschool.net)

- L. District Access to Information and Records.** Nothing in this Agreement shall be construed as a waiver of the District's right to access information and/or records of the Charter School to the extent the District is otherwise entitled to such access under any applicable federal or state law.
- M. Effective Date.** The Effective Date of this Agreement shall be the date in which it is fully executed by the Parties and approved by the governing boards of the Parties, whichever is later.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date written below.

**NATIONAL SCHOOL DISTRICT**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INTEGRITY CHARTER SCHOOL**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date of District Board Approval: \_\_\_\_\_

Date of Charter Board Approval: \_\_\_\_\_

151-21/6127146.1

Agenda Item: **16.F. Approve contract #CT3858 Special Education Memorandum of Understanding with Integrity Charter School.**

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

Quick Summary / Abstract: This Memorandum of Understanding (MOU) describes Integrity Charter School's (ICS) special education program and the rights and responsibilities of the District and ICS in the operation of ICS's special education program.

Recommended Motion: Approve contract #CT3858 Special Education Memorandum of Understanding with Integrity Charter School.

Attachments:  
CT3858

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NATIONAL SCHOOL DISTRICT  
AND INTEGRITY CHARTER SCHOOL**

This Special Education Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the National School District (“District”), a public school district organized and existing under the laws of the State of California, and Integrity Charter School, a public charter school operated by Integrity Charter School, a non-profit public benefit corporation (together referred to as the “Charter School”). The District and the Charter School are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the District is authorized by the State of California under the Charter Schools Act of 1992 (Education Code §§ 47600 *et seq.*) to grant petitions to establish and renew charter schools for the purpose of, among other things, developing new, innovative and more flexible ways of educating students within the public school system;

**WHEREAS**, the Charter School submitted a charter renewal petition to the District, which the District’s Governing Board approved on June 23, 2021, for a term of five (5) years, commencing on July 1, 2021, and ending on June 30, 2026 (the “Charter”);

**WHEREAS**, the Charter School is organized in accordance with Education Code section 47641(b) as a public school of the District for purposes of special education;

**WHEREAS**, the District and the Charter School desire to enter into this MOU to clarify the roles and responsibilities of the Parties with respect to students who are enrolled in and attend the Charter School and are, or may be, eligible for special education and related services under the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), its implementing regulations, and related California law and regulations;

**WHEREAS**, the District and the Charter School wish to ensure that state and federal funding provided to the Charter School for special education and related services is spent prudently and for proper purposes consistent with the law; and

**WHEREAS**, upon execution of this MOU by the Parties, and upon approval by the District’s Governing Board and the Charter School’s Board of Directors, this MOU shall be affixed to and incorporated by reference into the Charter. If the terms of this MOU conflict with the terms of the Charter, this MOU will control.

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements described in this MOU, the District and the Charter School hereby agree as follows:

## I. TERMS

- A. **Effective Date:** The term of this Agreement shall commence on the date in which it is approved by the District’s Governing Board and the Charter School’s Board of Directors, and fully-executed by the Parties (“Effective Date”), and shall end on June 30, 2026 (“Term”), unless sooner terminated.
- B. **Modification:** This Agreement may be modified in writing at any time during the term of this Agreement by mutual agreement. Any modification of this Agreement shall be in writing, executed by the duly authorized representatives of the Parties, ratified by the Parties’ respective boards, and specifically indicate the intent of the Parties to modify this Agreement.
- C. **Termination:** This Agreement is subject to termination during the Term as specified by law or as otherwise set forth in this Agreement. In the event that the Charter School closes for any reason during the Term including, but not limited to, voluntary closure and/or non-renewal or revocation of its Charter, this Agreement shall terminate, except for those sections surviving termination; provided, however, that in the event of revocation of the Charter School’s Charter, this Agreement will not be subject to early termination until such time as the Charter School has exhausted its statutory appeal rights or until the expiration of the Term of this Agreement, whichever occurs first. “Closure” means that all legally required closure processes are completed.

## II. DESIGNATED REPRESENTATIVE

- A. **District:** The District’s designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the Governing Board is legally required.
- B. **Charter School:** The Charter School’s designated representative shall be the Director or designee who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School’s Board of Directors is required.

## III. SELPA MEMBERSHIP

- A. Pursuant to Education Code section 47641(b), the Charter School has elected to be deemed a public school of the District for special education purposes, which is part of the San Diego County Office of Education South County Special Education Local Plan Area (“SELPA”). However, the Charter School reserves the right to apply for membership as a local educational agency (“LEA”) of a different SELPA approved by the State Board of Education and to be deemed its own LEA for the purpose of compliance with special education law. The Charter School shall notify the District within five (5) days of any written, verbal, or electronic communication of its intent to apply to any SELPA and shall immediately inform the District in writing of any

acceptance. The Parties agree that this MOU shall terminate as of the date that the Charter School begins operating as an LEA member of the SELPA, except for those provisions surviving termination. Unless and until the Charter School is deemed its own LEA for special education purposes, the Charter School shall comply with the terms of this MOU in addressing the educational needs of students with exceptional needs enrolled in the Charter School.

#### IV. PROVISION OF SPECIAL EDUCATION SERVICES

- A. **Non-Discrimination and Access:** No student shall be denied admission to the Charter School due to their disability or suspected disability. The Charter School shall not “counsel out” any student with exceptional needs or any student suspected of having exceptional needs as part of the enrollment process. The Charter School and the District will comply with all applicable state and federal laws governing non-discrimination.
- B. **Monitoring and Oversight:** The District will serve as the LEA for the Charter School for the purposes of special education under the framework and parameters of this MOU and, as such, shall have all monitoring and oversight authority of a chartering agency as provided in state and federal law, including, but not limited to, monitoring compliance with state and federal laws; having access to the Charter School’s student records; observing the provision of special education and related services to students with exceptional needs; and ensuring that all students with exceptional needs receive special education and related services in conformity with their respective individualized education programs (“IEPs”) as described in the IDEA, its implementing regulations, and related California law and regulations.
- C. **Section 504 and ADA:** The Parties agree that this Agreement is intended to address the responsibilities of the Parties with respect to the provision and financing of special education and related services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) or under the Americans with Disabilities Act (“ADA”). Absent a written agreement by the Parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA.
- D. **Provision of Services:** The Parties shall jointly ensure that all students with disabilities who attend the Charter School are provided a free appropriate public education (“FAPE”). The Parties intend that the Charter School will be treated as any other public school in the District with respect to the provision of special education and related services, including the allocation of duties between onsite staff and resources and the District staff and resources.
- E. **Coordination of Responsibility:** The Parties agree to allocate responsibility for the provision of special education and services (including, but not limited to, identification and referral, assessment, convening of IEP team meetings, IEP development and modification, and implementation of education services) to

students with exceptional needs who are enrolled in the Charter School in a manner consistent with their allocation between the District and its local public school sites. Where particular services are generally provided by staff at the local school site level, the Charter School will be responsible for providing said staff and programming; where particular services are provided to the school by the central District office, those services will be made available to the Charter School in a similar fashion.

- F. Staffing Requirements:** All special education and related services will be provided by qualified personnel who meet state certification, licensing, registration, or other applicable requirements.
- G. Contracts with Non-District Providers:** The Charter School shall not contract with any outside person or agency for the provision of special education and/or related services to Charter School students without the prior written approval of the District. If needed due to limited special education staff, the District may seek out contracts with other school districts, persons, companies, or organizations to serve Charter School students. Any nonpublic schools or nonpublic agencies contracted by the District shall be properly certified with the State of California.
- H. Enrollment:** The Charter School shall provide the District with a list of students with exceptional needs enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.
- I. School District of Residence:** The District shall be responsible for providing all services under this MOU to all students of the Charter School regardless of their school district of residence, consistent with applicable law.
- J. Students Leaving the School:** The Charter School shall notify the District when any student with exceptional needs, or any student suspected of having exceptional needs, leaves the Charter School for any reason within thirty (30) days of leaving.
- K. Notice of Parental Rights and Procedural Safeguards:** The Charter School shall provide the parent/guardian of a student eligible for special education and related services with a notice of parental rights and procedural safeguards in accordance with federal and state laws and District policy, when applicable. Additionally, a copy shall be given to the parent/guardian upon the initial referral of the Charter School student for an assessment, parental request for an assessment, receipt of a due process hearing complaint, receipt of a state complaint, request by the parent/guardian, and in accordance with the discipline procedures of 34 C.F.R. section 300.530(h).
- L. Identification and Referral:** The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and



referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. As between the Charter School and the District, the Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school. The Charter School shall immediately forward copies of all such information to the District.

Consistent with state and federal special education laws, a student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized.

The Charter School shall develop and implement a student study team (“SST”) process that is similar to the SST process utilized by the District.

The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes.

- M. Assessment:** The District shall make the determination as to what assessments are necessary. The District shall conduct all necessary special education assessments of Charter School students including, but not limited to, initial assessments, annual assessments, triennial assessments, and transition assessments, unless the Parties agree otherwise in writing. All such assessments will be conducted by qualified personnel and will comply with state and federal law and regulations. Further, all such assessments shall be conducted in the same manner that the District conducts assessments of its students. No assessments shall be conducted online and/or on any virtual platform.

The District will not conduct any assessment without first obtaining the written consent of the parent/guardian. If a parent/guardian refuses to consent to an assessment that the District believes is required to provide the student with a free appropriate public education (“FAPE”), the Charter School shall immediately notify the District.

- N. Independent Educational Evaluations:** The Charter School shall notify the District immediately upon receiving a request from a parent/guardian to fund an independent educational evaluation (“IEE”). The District shall be responsible for determining whether to approve or deny such a request, including whether to fund, reimburse, or refer a student for an IEE requested by a parent/guardian. The Charter School shall not conduct unilateral independent assessments without the prior written approval of the District.

- O. Transfer Within District:** When a student who is eligible for special education transfers from a District school to the Charter School, the Charter School shall immediately notify the District and ensure that the school-of-origin has forwarded the student’s records to the Charter School.

**P. Transfer from Outside of District:** For students with a current IEP who enroll in the Charter School from a school outside of the District during the regular school year, the District shall provide each student with an interim placement in accordance with Education Code section 56325. The Charter School shall immediately notify the District of any student who might fall into this category.

**Q. Individualized Education Programs:**

1. IEP Team Membership. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the required teacher(s) and designated representative of the Charter School in attendance at the IEP meetings, in addition to representatives who are knowledgeable about the general and special education programs at the Charter School.
2. IEP Meetings. The responsibility for arranging and scheduling IEP meetings shall be performed in a manner consistent with the District's general practices, procedures, and applicable law.
3. IEP Contents. The District shall use District/SELPA forms to complete the IEPs. Each IEP must contain all components required by federal and state law including, but not limited to, the following: a statement of the student's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the student; an explanation of the extent, if any, to which a student will not participate with non-disabled students; the dates, frequency, location, and duration of services for the student; a statement of how the student's progress toward his or her annual goals will be measured; a statement of accommodations that are necessary to measure academic achievement and performance on state and District testing; and transition goals and services for students 16 or older.
4. Parent/Guardian Consent to IEP. The Parties may not implement an IEP to which a parent/guardian has not provided written consent. If a parent/guardian consents to only part of an IEP, the Charter School must implement the portion of the IEP to which the parent/guardian consented. Each Party shall immediately notify the other Party any time a parent/guardian refuses to consent to any portion of an IEP.
5. Eligibility and Placement. Decisions regarding eligibility, annual goals/objectives, program, placement, services, and exit from special education shall be the decision of the IEP team made during a legally-constituted IEP team meeting. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures, and requirements of the District, SELPA, and applicable law. Whenever the District proposes to initiate, or refuses to initiate or change the identification, evaluation, or educational placement of a Charter School

student, the District must provide the parent/guardian with prior written notice of such action in accordance with the requirements of 34 C.F.R. section 300.503.

6. Referrals to Non-Public or Private Schools/Unilateral Placement. The Charter School shall not make referrals for placement at non-public schools, private schools, or residential placements without first consulting with the District. If a parent/guardian unilaterally places a student in a non-public school, private school or residential placement, the Charter School shall immediately notify the District upon learning such information.

**R. Transition Services:** The District shall ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District.

**S. Transportation:** The District shall be responsible for providing transportation to any student of the Charter School if required by the student's IEP.

**T. Independent Study:** The Parties acknowledge, understand, and agree that no student with exceptional needs may participate in independent study unless the student's IEP specifically provides for that participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team acting in a legally-constituted IEP team meeting.

## V. DISCIPLINE OF SPECIAL EDUCATION STUDENTS

**A. Suspension and Expulsion:** The Charter School shall have discipline policies that comply with all applicable portions of the Education Code and 34 C.F.R. sections 300.530 *et seq.*

## VI. DISPUTE RESOLUTION

**A. Parent/Guardian Concerns:** The Charter School shall instruct parents/guardians to raise concerns regarding special education and related services to Charter School staff. The Charter School shall immediately notify the designated District representative of any concerns related to special education and related services so that the District and the Charter School may determine whether the complaint should be addressed at the site or District level. If the complaint will be resolved at the District level, the Charter School shall provide a written summary of the parents/guardians' concerns to the District. The District representative, in consultation with the Charter School's designated representative, shall respond to and address the parent/guardian concerns.

**B. Complaints:** The Charter School shall immediately notify the District of any complaints that are lodged with the Charter School or with any local, state, or federal governmental agency or body involving special education and shall

immediately send a copy of the complaint to the designated District representative. In consultation with the Charter School, the District shall investigate, address, and respond to all complaints. The Charter School shall cooperate fully with requests from the District for information and documentation related to such complaints.

- C. **Due Process Hearings/Mediations:** In consultation with the Charter School, the District may file a due process complaint related to the provision of a FAPE to a Charter School student as the District determines is legally necessary to meet its responsibilities under federal and state law. The Charter School shall cooperate in all aspects related to the filing of the due process complaint and corresponding proceedings.

In the event a parent/guardian files for a due process hearing, the Charter School shall forward to the District a copy of the due process complaint and a copy of the student's file. The District and the Charter School shall cooperate to defend against a due process complaint brought by a student enrolled in the Charter School, and will work to resolve the matter at an early stage if advisable. The District will be responsible for the costs of legal counsel. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by District legal counsel, unless there is a conflict of interest. In the case separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel. Unless there is a conflict of interest warranting separate legal counsel, the Charter School shall cooperate in all aspects of preparing for and conducting the due process hearing, including making Charter School staff available. A representative of the Charter School shall attend all mediations and hearings regarding Charter School students.

## VII. TRAINING AND SELPA REPRESENTATION

- A. **Training:** The District shall train Charter School staff regarding the laws, policies, and procedures related to the IDEA and SST process. The District shall train Charter School staff at the expense of the Charter School regarding the laws, policies and procedures related to Section 504 and the ADA.
- B. **SELPA Activities and Meetings:** The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions and policies shall be communicated to the Charter School as they are to all other schools within District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information will be made equally available to the staff of the Charter School. The District shall make reasonable efforts to inform Charter School staff of any such training opportunities.
- C. **SELPA Requirements:** The Charter School agrees to adhere to the policies and procedures of the SELPA, which shall be in addition to the policies and procedures of the District.

- D. **Semi-Annual Meetings:** The Charter School’s designated representative shall meet with the District’s designated representative on an annual basis, or more frequently as needed, to review the programs and services provided by the Charter School and the District. Such meetings shall be held at the District office unless otherwise mutually agreed upon by the Parties.
- E. **Site Visits:** The District’s designated representative shall make site visits to the Charter School on at least an annual basis. The Charter School shall ensure that a site representative is available to assist the District’s designated representative during the visits. The District’s designated representative shall be provided full access to all records and files at the site and shall be permitted to observe services, programs, and instruction, and consult with Charter School staff regarding same.

## VIII. FUNDING

- A. **Retention of Special Education Funds by District:** The Parties agree that the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding, and the District has agreed to provide special education services for the Charter School, consistent with the services it provides at its other public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.
- B. **Charter School Contribution to Encroachment:** Additionally, the Charter School shall owe the District the actual costs of the Charter School’s share of the District’s unfunded special education costs (“encroachment”) pursuant to Education Code section 47646(c).

At the end of the fiscal year, the District shall calculate the Charter School’s pro-rata share of the District-wide actual encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of district of residence. Adjustments will be made to include, on a pro-rated basis, students who enroll after the student enrollment calculation is made, or for students who leave during the academic year. Upon calculation of actual District encroachment costs at the end of the year, the District shall invoice the Charter School. The Charter School shall make payment in full to the District within thirty (30) days of the date of issuance of the invoice.

The District shall provide the Charter School with documentation as to the calculation of the Charter School’s share of encroachment and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. Any disputes over the calculation of the encroachment share shall be resolved through the dispute resolution procedures

provided in the Charter.

- C. **Record-Keeping:** The District and the Charter School shall keep detailed records of all services provided and costs incurred for the provision of services and shall make such records available to the other Party's designated representative upon receipt of 48-hour notice. Both Parties shall promptly mail to one another copies of any records specifically requested by the Party's designated representative. For any invoices concerning legal services, such invoices may be redacted for confidentiality purposes.

## IX. INDEMNIFICATION

- A. The Charter School agrees to defend, indemnify, and hold harmless the District, its Governing Board members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting from the Charter School's negligent or wrongful acts or omissions in the performance of this Agreement or the Charter School's failure to comply with the IDEA, related California law, and their corresponding implementing regulations related to or in connection with the provision of special education and related services to Charter School students.
- B. The District agrees to defend, indemnify, and hold harmless the Charter School, its Board of Directors members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting from the District's negligent or wrongful acts or omissions in the performance of this Agreement or the District's failure to comply with the IDEA, related California law, and their corresponding implementing regulations related to or in connection with the provision of special education and related services to Charter School students.

## X. NOTIFICATION

All notices, requests, and other communication under this MOU shall be in writing and mailed to the proper address as follows:

To District at: Sharmila Kraft, Assistant Superintendent of  
Educational Services  
National School District  
1500 N Avenue  
National City, CA 91950  
Email: [skraft@nsd.us](mailto:skraft@nsd.us)

To the Charter School at: Susie Fahey, Director  
Integrity Charter School

701 National City Blvd.  
National City, CA 91950  
Email: [sfahey@integritycharterschool.net](mailto:sfahey@integritycharterschool.net)

## XI. MISCELLANEOUS

- A. **Amendments:** This MOU may be altered, amended, changed, or modified only by agreement in writing executed by authorized representatives of both the Charter School and the District and including a specific reference to this MOU and the section to which it alters, amends, or modifies.
- B. **Severability:** If any provision or any part of this MOU is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Non-Discrimination:** The Charter School covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, ancestry, physical and/or mental disability, marital status, national origin, or any other protected category in the operation of the Charter School.
- D. **Assignment:** This MOU shall not be assigned by either party without the prior written consent of the other party, provided that the Charter School may, without the consent of the District, delegate the performance but not responsibility for such duties and obligations of the Charter School as specifically set forth herein.
- E. **No Waiver:** No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- F. **Survival:** All representations, warranties, and indemnities made herein shall survive termination of this MOU.
- G. **Entire Agreement:** This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Agreement. No person or Party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any Party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he/they has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.
- H. **Board Approval:** This Agreement shall become effective upon the approval or

ratification by the District's Governing Board and the Charter School's Board of Directors.

- I. Recitals:** The Parties agree that the recitals set forth above are true and correct and are incorporated as essential terms of this MOU.
- J. Governing Law:** This MOU shall be interpreted under the laws of the State of California. Any litigation filed by the Parties regarding this MOU shall be filed and heard in a court of competent jurisdiction in the County of San Diego.
- K. Signatures:** The Parties acknowledge that each of the undersigned has the power and authority to enter into a binding contract on behalf of the party so noted below.
- L. Counterparts:** This MOU may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

**AGREED:**

Dated: \_\_\_\_\_

Sharmila Kraft, Assistant Superintendent of Educational Services  
National School District

Dated: \_\_\_\_\_

Susie Fahey, Director  
Integrity Charter School

Date of District Board Approval: \_\_\_\_\_

Date of Charter School Board of Directors Approval: \_\_\_\_\_



Agenda Item: **16.G. Approve service agreement #CT3834 with SBCS Corporation for the Family Resource Center program for the 2021-2022 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 services provided by SBCS (formally known South Bay Community Services). The contract terms are from July 1, 2021, to June 30, 2022, and provides services at the Family Resource Center (FRC) for National School District families.

The inclusive (all services and supports) rate for this is \$75,000.

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

Comments: The attached service agreement details the work in which SBCS and National School District for the FRC during the 2021-2022 school year.

Recommended Motion: Approve service agreement #CT3834 with SBCS Corporation for the Family Resource Center program for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$75,000  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
CT3834

## SERVICE AGREEMENT

This Service Agreement is entered into and executed as of July 1, 2021 by and between the **National School District (NSD)** and **SBCS Corporation (SBCS)** for the purpose of collaboration with NSD schools and family resource centers serving their respective communities. The National School District (NSD) and SBCS agree with respect to the following facts:

WHEREAS, the parties to this service agreement desire to provide collaboration and integrated service delivery for students and families in the National School District through Family Resource Centers (“FRC”).

THEREFORE, BE IT RESOLVED that the parties listed on this service agreement agree to the following:

SBCS’s responsibilities shall include the following:

1. Provide 2 personnel, or additional personnel as needed, for the current family resource center (FRC) to perform the following:
  - a. In partnership with NSD’s Student Services and Strategic Planning Committee, develop outcomes and objectives for NSD’s FRC and surrounding communities
  - b. Receive referrals from school sites
  - c. Maintain case records of referrals sent by district school site employees.
  - d. Provide NSD’s Student Support Services office copies of referrals sent by school sites on a monthly basis
  - e. Perform individual/family assessments
  - f. Contact the parents of the referred student(s) within a 48-hour period to set up intake appointment and contact referring party at the school site within 48 hours or less to acknowledge receipt of the referral. In addition, after the intake meeting has taken place or if family does not show up for intake appointment, referring party from the school site will also be notified in a period 72 hours or less from the date of the intake meeting, or missed appointment
  - g. Provide and conduct parent support groups as requested by the school site
  - h. Provide and schedule direct intervention services with partner agencies
  - i. Schedule services through the Community Assessment Team (CAT)
  - j. Operate activities through respective resource center, which can include, but is not limited to: food distribution, adult learning opportunities, etc.
  - k. Conduct presentation of services to Student Study Team (SST) at school sites
  - l. Maintain, prepare and disseminate data on services for which students are being referred
  - m. Meet with NSD as requested to discuss up data, outcomes, and services
  - n. Plan and coordinate a yearly retreat to gather aligned support and commitment agreements from other community agencies
  - o. Facilitate monthly partnership meetings with other community agencies develop “wrap around” systems of support
  - p. Collaboration with NSD on grant opportunities that match the priorities of the FRC and NSD Local Control Accountability Plan (LCAP) and FRC Strategic Plan Goals
2. Ensure all employees and volunteers of the FRC West who work directly with minors, have a TB test and Live Scan Investigation, which consists of FBI and Department of Justice (DOJ) clearance) before beginning work

3. Submit invoice(s) for no more than \$75,000.00 for services for 2021-2022 school year
4. Comply will all California and federal data privacy laws, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”; 20 U.S.C. § 1232g).

NSD’s responsibilities to each partner shall include the following:

To SBCS:

- Upon signature of service agreement and invoicing, submit payment(s) within annual limit of \$75,000 specified herein
- Meet quarterly to review cases, outcomes, services and data
- Assist with the referral process from school sites to the collaborative
- Discuss referral options with school personnel
- Have a point of contact to address FRC related business
- Provide a location and equipment at the FRC West building for use by SBCS

#### POINT OF CONTACT

National School District  
Sharmila Kraft, Ed.D.  
Assistant Superintendent  
Educational Services  
619-336-7742

SBCS Corporation  
Mauricio Torre  
Director- Youth and Family Development  
Department Director  
619-871-4996

#### TERMS OF AGREEMENT

This agreement is effective July 1, 2021 and terminates at 11:59 p.m. on June 30, 2022. This agreement may be terminated at any time by mutual agreement of the parties or by 30-day written notification from either party.

#### INDEPENDENT CONTRACTOR STATUS

It is expressly understood that at all time, while rendering services described herein, and in complying with any terms and conditions of the Agreement SBCS is acting as independent contractors, and SBCS employees are not officers, agents, or employees of NSD. SBCS enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. SBCS agrees that the collaborative employees will not become employees of NSD while this agreement is in effect. SBCS collaborative employees are not entitled to the rights or benefits afforded to NSD employees, including sick leave, vacation, health insurance, disability or unemployment benefits. SBCS is responsible for providing SBCS’s own expenses, all employees including but not limited to liability, unemployment, and worker’s compensation insurance or coverage.

## LIABILITY INSURANCE

1. For the term of this agreement, SBCS shall include NSD in its program of liability insurance as set forth in Exhibit B. SBCS shall furnish NSD with, and shall maintain on file with NSD during the term of the agreement valid and up-to-date, original certificates of insurance and endorsements affecting coverage on forms satisfactory to NSD.
2. NSD shall carry general liability insurance and or self-insurance covering NSD employees during the term of the agreement with SBCS with limits of \$2,000,000.00 per occurrence with a \$4,000,000 general aggregate evidenced by a certificate of insurance. This document shall be delivered to SBCS prior to the commencement of the agreement.

## MUTUAL INDEMNIFICATION

Each party agrees to mutually indemnify and hold harmless the other parties, their elected officials, directors, officers, agents and employees from any and all claims, demands, damages, and other liability including costs and attorney fees, resulting from or arising out of its performance and/or non-performance under this agreement; performance and/or non-performance of its duties and responsibilities with respect to this agreement; and any other negligent or willful act or omission of its directors; officers; agents or employees. The policy limits do not act as a limitation upon the amount of indemnification provided by the Parties.

## GOVERNING LAW/VENUE SAN DIEGO

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

## NON-DISCRIMINATION

NSD and SBCS shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, origin, religion, color, mental disability, or physical disability, age, marital or parental status or any other unlawful consideration in accordance with Title VI of the Civil Rights Act of 1964, California Government Code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

## COMPLIANCE WITH LAW

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

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by National School District and SBCS.

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.

\_\_\_\_\_  
Leighangela Brady, Ed.D., Superintendent  
National School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathryn Lembo, Chief Executive Officer  
SBCS Corporation

\_\_\_\_\_  
Date

151-5/6115185.1

Agenda Item: **17. HUMAN RESOURCES**

Agenda Item: **17.A. Approve contract #CT3851 with PowerSchool to provide Human Resources online product solutions for the 2021-2022 school year.**

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

Quick Summary / Abstract: The Human Resources Department has been using PowerSchool (Formally Talent Ed) to provide a format for electronic current and archived personnel files.

This service was removed from the annual maintenance list due to a company name contract. Approval of this contract will allow the District to continue this service without interruption.

Comments: This resource allows us to keep all recruitment and on-boarding documents in a digital format. Essentially, the combination of these solutions allows us to effectively recruit, hire and maintain personnel files with a significant reduction of paperwork. This creates an online personnel file. It greatly reduces the storage necessary for personnel files in the future. Employees can access the unrestricted components of their personnel file at any time. The contract is from July 1, 2021, through June 30, 2022.

Recommended Motion: Approve contract #CT3851 with PowerSchool to provide Human Resources online product solutions for the 2021-2022 school year.

Financial Impact: General Fund: \$23,094.62  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3851

Prepared By: Anthony Iglesias  
 Customer Name: National School District  
 Contract Term: 12 Months  
 Start Date: 7/1/2021  
 End Date: 6/30/2022

 Customer Contact: Leticia Hernandez  
 Title: Director of Human Resources  
 Address: 1500 "N" Avenue  
 City: National City  
 State/Province: California  
 Zip Code: 91950  
 Phone #: (619) 336-7722

Product Description	Quantity	Unit	Extended Price
<b>Initial Term 7/1/2021 - 6/30/2022</b>			
<b>License and Subscription Fees</b>			
UT SchoolSpring Job Board Unlimited	1.00	Students	USD 4,254.27
TalentEd Records - Professional	1.00	Students	USD 14,586.08
UT Applicant Tracking	1.00	Students	USD 4,254.27

 License and Subscription Totals: **USD 23,094.62**
**Quote Total**

<b>Initial Term</b>	<b>7/1/2021 - 6/30/2022</b>
<b>Initial Term Total</b>	<b>USD 23,094.62</b>

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

National School District

Signature:

Signature:



\_\_\_\_\_

Printed Name: Eric Shander

Printed Name:

\_\_\_\_\_

Title: Chief Financial Officer

Title:

Date: 2-15-2021

Date:

\_\_\_\_\_

PO Number: \_\_\_\_\_



Agenda Item: **17.B. Approve job description for Coordinator of Student Support Services.**

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

Quick Summary / Abstract: The attached revised job description is being presented for approval. Significant modifications to the job description were made to reflect current practices. See attached job description.

Comments: As the educational practices have changed over the last several years, the job description for the Coordinator of Student Support Services has also changed but it has not been updated. Clarity on language was also updated to align this job description with others in the National School District (NSD).

Recommended Motion: Approve job description for Coordinator of Student Support Services.

Attachments:  
Job Description- Coordinator of Student Support Services

**COORDINATOR OF STUDENT SUPPORT SERVICES**

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**Purpose Statement:**

The purpose of the position of Coordinator of Student Support Service is providing communication and support to administrative site personnel for operation of the Support Services in the Educational Services Department, and compliance with its requirements, and providing services in conformance with District and State objectives; communicating information to staff, the public, and other districts; providing leadership in the development, implementation, and monitoring of Multi-Tiered Systems of Support and Special Education and other pupil services programs; assuring proper compliance is maintained to ensure achievement of site, District, State, and Federal program objectives; providing written support and/or conveying information; serving as a resource to other school personnel, the Board, and other districts. The Coordinator of Student Support Services works under the direct supervision of the Assistant Superintendent of Educational Services.

**Essential Functions:**

- Attends meetings as assigned for the purpose of conveying and/or gathering information required to perform functions.
- Assists in data analysis, intervention systems to certificated staff, school-based leadership teams and school administrators to facilitate implementation of MTSS.
- Assists site administrators in the areas of professional learning communities, professional growth systems through walkthroughs, feedback, modeling and other supports.
- Coordinates program components, support needs and material for the purpose of implementing and maintaining services and/or programs. Ensures that process, timelines and implementation plans are met.
- Develops and implements staff development and provides programs/orientation for guidance.
- Coordinates special education services with district administrators.
- Facilitates Student Study Team meetings, Response to Intervention, Tier Intervention, processes, etc., for the purpose of implementing and maintaining programs and services of the District which achieve desired objectives.
- Attends and facilitates Individualized Education Plan meetings.
- Maintains reports (timelines, budgets, etc.) for the purpose of meeting deadlines and complying with District, State & Federal guidelines.
- Monitors collection of data, analyzation of data and utilization of data.
- Prepares District and State required reports for the purpose of meeting District, State, and Federal policies and/or regulations.
- Observes, consults with, and assists resource specialists, and special day class teachers in assigned school sites.
- Presents information on programs, services, regulations, etc., for the purpose of serving as a resource to school personnel, the Board, and other districts.
- Maintains knowledge of current laws and regulations pertaining to individuals with exceptional needs through attendance at meetings, inservice programs, conferences and reading current literature.

- Provides coaching, communication and support to site administrators in instructional improvement for the purpose of serving as a resource to principals, other school personnel, the Superintendent and the Board.
- Supervises and evaluates personnel for the purpose of carrying out objectives within area of responsibility.

**Other Job Functions:**

- Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.
- Performs other related duties and assignments as required.

**Job Requirement – Qualifications**

Bilingual Preferred

**Experience Required:**

Minimum five years of successful teaching or related school experience or school psychology experience in a school district, experience with MTSS, RTI, Special Education and SST programs or District office experience required.

**Skills, Knowledge and Abilities Required:**

*Skills* to manage personnel and programs, communicate effectively, problem solve.

*Knowledge* of curriculum, California Education Code, District policies.

*Abilities* to maintain records establish and maintain cooperative working relationships with students, parents, and other school personnel, effectively communicate in oral and written form. Significant physical abilities include reaching/handling/fingering, talking/hearing conversations and other sounds, visual acuity/depth perception/visual accommodation, standing/walking for prolonged periods.

**Education Required:**

Master's degree in a related field of study.

**Licenses, Certifications, Bonding and/or Testing Required:**

Possession of California Administrative Services Credential.

Valid Education Specialist Credential or comparable Special credential in Special Education or General Credential in Special Education, School Nurse Services Credential or Pupil Personnel Services Credential.

Valid California Driver License and evidence of insurability, and Criminal Justice Fingerprint Clearance.

Agenda Item: **18. BUSINESS SERVICES**

Agenda Item: **18.A. Approve the Estimated Actual Budget for 2020-2021 (Exhibit D) and adopt the 2021-2022 Proposed Budget for all funds.**

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

Quick Summary / Abstract: The 2020-2021 itemized revision reflects General Fund revenue and expenditure adjustments since the Second Interim Report presented to the Board on March 10, 2021. All unrestricted and restricted programs and funds have been reviewed and adjusted to reflect current priorities.

Comments: The 2021-2022 General Fund Budget (Unrestricted Funds) is based upon key assumptions for both income and expenditures.

Education Code Section 42127 requires the Governing Board of each school district to adopt a budget on or before July 1 of each year. After adoption, the budget will be filed with the County Superintendent of Schools.

Between August and September 2021, the County Superintendent of Schools will approve or disapprove the adopted budget and notify the District accordingly.

The 2020-2021 Estimated Actual Budget includes one-time carryover funds from the previous fiscal year. The Adopted 2021-2022 Budget does not include any carryover funds.

Estimates for 2021-2022 include the May Revise assumptions and the Local Control Accountability Plan recommendations.

Recommended Motion: Approve the Estimated Actual Budget for 2020-2021 (Exhibit D), and adopt the 2021-2022 Proposed Budget for all funds.

Attachments:  
Balances in Excess  
Exhibit D

**Balances in Excess of Minimum Reserve Requirements**

**Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves**

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.

<b>Combined Assigned and Unassigned/unappropriated Fund Balances</b>			
Form	Fund	2021-22 Budget	Objects 9780/9789/9790
01	General Fund/County School Service Fund	\$18,084,252.00	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$0.00	Form 17
	Total Assigned and Unassigned Ending Fund Balances	\$18,084,252.00	
	District Standard Reserve Level	3%	Form 01CS Line 10B-4
	Less District Minimum Reserve for Economic Uncertainties	\$2,305,002.00	Form 01CS Line 10B-7
	Remaining Balance to Substantiate Need	\$15,779,250.00	

<b>Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties</b>			
Form	Fund	2021-22 Budget	Description of Need
01	General Fund/County School Service Fund	\$480,822.00	Revolving Cash, Stores, Prepaid Expenses
01	General Fund/County School Service Fund	\$4,071,982.00	LCAP Carryover
01	General Fund/County School Service Fund	\$417,281.00	Department/Site Carryover
01	General Fund/County School Service Fund	\$531,856.00	Instructional Materials
01	General Fund/County School Service Fund	\$10,277,309.00	Protection Against Future Revenue Losses
	Total of Substantiated Needs	\$15,779,250.00	

Remaining Unsubstantiated Balance                      \$0.00                      Balance should be Zero

**Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.**

Agenda Item: **18.B. Adopt Resolution #20-21.49 for the use of Education Protection Account (EPA) funds for the 2021-2022 school year.**

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

Quick Summary / Abstract: On November 6, 2012, the voters in California voted to pass Proposition 30, The Schools and Local Public Safety Protection Act of 2012. Proposition 30 temporarily increases the state's sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). School districts, county offices of education and charter schools receive funds from the EPA based on their proportionate share of the statewide Local Control Funding Formula (LCFF) amount. For the Local Control Funding Formula (LCFF), a corresponding reduction is made to the district's state aid equal to the amount of their Education Protection Account (EPA) entitlement, resulting in no increase to the district's total funding.

Comments: Proposition 30 includes reporting requirements for school districts. Each district must report on the district website an accounting of how much money was received from the Education Protection Account (EPA) and how that money was spent. The attached resolution and document show estimated funding and proposed expenditures in the amount of \$9,286,765 for 2021-2022 school year. These funds are a portion of the total Local Control Funding Formula (LCFF) funding. As with the 2020-2021 funding, the funds will be used to offset current expenses for teachers' salaries and benefits only.

It is important to also note, the Education Protection Account (EPA) has not increased funding to the National School District. Proposition 30 was only intended to provide additional tax revenues to the state, and did not increase any funding to California Schools directly. Proposition 30 does not provide new funds for teacher salaries, but rather, limited the way the district spends the funds in the existing Education Protection Account (EPA). For example, the funds cannot be used for administrator salaries.

Recommended Motion: Adopt Resolution #20-21.49 for the use of Education Protection Account (EPA) funds for the 2021-2022 school year.

Financial Impact: Estimated revenue: \$9,286,765

Attachments:  
EPA  
Resolution #20-21.49

**Expenditures through: Adopted Budget 2021-22**  
**For Fund 01, Resource 1400 Education Protection Account**

<b>Description</b>	<b>Object Codes</b>	<b>Amount</b>
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	9,286,765.00
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
<b>TOTAL AVAILABLE</b>		<b>9,286,765.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Instruction	1000-1999	9,286,765.00
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
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>9,286,765.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

**Notes:**

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

# National School District Resolution

#20-21.49

## RESOLUTION FOR THE USE OF EDUCATION PROTECTION ACCOUNT (EPA) FUNDS FOR THE 2021-2022 SCHOOL YEAR

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012;

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**WHEREAS**, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**WHEREAS**, the Governing Board of the District shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the Governing Board;

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;



**WHEREAS**, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**NOW, THEREFORE, IT IS HEREBY RESOLVED:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of National School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of the National School District has determined to spend the monies received from the Education Protection Act on Classroom Teacher Salaries and Benefits.

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.

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Secretary to the Governing Board

Agenda Item: **18.C. Authorize the Assistant Superintendent of Business Services to file waiver under the authority of the California Education Code Sections 46206(a) and 47612.6, to waive Education Code sections 46201(a) and 47612.5, the audit penalty for offering insufficient instructional minutes during the 2019-2020 school year.**

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

Quick Summary / Abstract: National School District is requesting that the California State Board of Education (SBE) waive the instructional time requirement audit penalty. The district was short instructional minutes for the 2019–20 school year. Per Education Code (EC) sections 46206(a) and 47612.6, the SBE may waive the fiscal penalties set forth in this article for a school district or charter school that fails to maintain the prescribed minimum length of instruction, upon the condition that the school or schools in which the minutes were lost maintain minutes of instruction equal to those lost, in addition to the minimum amount required, for twice the number of years that it failed to maintain the required minimum length of time.

Comments: John Otis Elementary School was found to be short by 665 instructional minutes in the 5th grade, resulting in a penalty of \$84,594. Waiver will allow the District to avoid the penalty by making up the instructional time in the next two fiscal years.

Waiver will be submitted to the California State Board of Education (SBE) for approval by the State Board of Education.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to file waiver under the authority of the California Education Code Sections 46206(a) and 47612.6, to waive Education Code sections 46201(a) and 47612.5, the audit penalty for offering insufficient instructional minutes during the 2019-2020 school year.

Agenda Item: **18.D. Amend three year contract #CT3736 with Questys Solutions to update hosting service agreement.**

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

Quick Summary / Abstract: The Governing Board approved this three year contract, #CT3736 on June 10, 2020. The purchase will be over the \$10,000 threshold; therefore, it is being brought forward to the Board for approval to initiate the purchase through the purchase order process.

Questys is switching hosting providers at the end of June 2021, and this requires National School District (NSD) to sign a different agreement than the one we currently have in place. The terms and cost of the current contract will remain the same.

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: Amend three year contract #CT3736 with Questys Solutions to update hosting service agreement.

Financial Impact: None.

Attachments:  
CT3736

## Hosting Service Agreement

This **Hosting Service Agreement** (the “**Agreement**”), is entered into on <June 9<sup>th</sup>, 2021 > (the “**Effective Date**”) by and between [<National School District 1500 N Avenue National City, CA 91950> (“**Customer**”) and QSI 2011, Inc. of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 (“**Harris**”).

### WHEREAS:

- (a) Customer has licensed certain Harris software products pursuant to a Software License, Maintenance and Services Agreement entered into between the parties dated <June 9<sup>th</sup>, 2021> (the “**Software License Agreement**”);
- (b) Customer has requested certain application hosting services for such software from Harris and Harris has agreed to provide such hosting services to Customer on the terms and conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions

The following terms shall have the meaning set out below, all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) “**Annual Hosting Fees**” means the annual Hosting fees set out in Schedule “A” of this Agreement.
- (b) “**Change Order**” means any written documentation between the Customer and Harris evidencing their agreement to change particular aspects of this Agreement.
- (c) “**Completion of Services**” means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Hosting Services.
- (d) “**Confidential Information**” means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Hosting Services that Harris may provide to Customer from time to time, including without limitation, all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction.
- (e) “**Data**” means all data that is provided by Customer to Harris and all other content transmitted, posted, received or created through Customer’s use of the Hosting Services or the Software.
- (f) “**Documentation**” means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.
- (g) “**Fees**” means the Annual Hosting Fees and Professional Services Fees.

- (h) **“Professional Service(s)”** means those professional service(s) listed in Schedule “A” to this Agreement.
- (i) **“Professional Services Fees”** means the professional service(s) fees set out in Schedule “A” of this Agreement.
- (j) **“Hosting Services”** means the hosting services to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software on hardware and related equipment at a site owned or controlled by Harris and the delivery of non-exclusive access via a virtual private connection (VPN) to the Customer to use the Software granted to the Customer pursuant to Section 2 hereof. The Hosting Services shall also include storing all data entered and maintained by Users through use of the Software.
- (k) **“Software”** means the software product(s) including all upgrades and upgrades that Harris licensed to Customer pursuant to the Software License Agreement and as listed in Schedule “A” of said Software License Agreement.
- (l) **“Software License Agreement”** shall have the meaning ascribed to it in the Recitals.
- (m) **“Support Services”** means those support services provided pursuant to Schedule “D” of the Software License Agreement.
- (n) **“Third Party Components”** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Hosting Services.
- (o) **“User”** means an employee or agent of Customer that has been authorized by the Customer in writing to access and use the Software solely for such Customer’s internal use as part of the Hosting Services.

## 2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Annual Hosting Fees, Harris hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term to allow Users to access and use the Hosting Services solely in connection with its use of the Software as permitted pursuant to the Software License Agreement.

## 3. Fees

In consideration of receiving the Hosting Services and the Professional Services, Customer agrees to pay to Harris the Fees as described in this Section 3 and Schedule “A” in accordance with the payment terms set out in Schedule “A”.

The Annual Hosting Fees, Professional Services Fees, and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris’ net income).

If any Fees are not paid when due, then at Harris’ discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) Harris may suspend the Service, including all Customer access to the Service, pursuant to Section 11(b).

## 4. Hosting Services Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period to be coterminous with the term stated in the Software License Agreement. The Hosting Services term shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") subject to

Harris' then-current price structure unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

## **5. Restrictions on Use**

In addition to its termination rights under Section 11, Harris may restrict or limit Customer's access to the Hosting Services if Harris reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Harris' reasonable opinion poses any risk of any kind or nature to Harris or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, Harris will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Hosting Services and will promptly restore Customer's access after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Hosting Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers.

- (a)** Except as expressly provided herein, the Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Hosting Services or the Software except as expressly permitted by this Agreement and the Software License Agreement without the prior written consent of Harris.
- (b)** The Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- (c)** No third party, other than duly authorized agents or employees of the Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Software.
- (d)** The Customer shall not copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (e)** The Customer shall not access the Hosting Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Harris.
- (f)** The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Hosting Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.
- (g)** The Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Hosting Services and shall not attempt to gain unauthorized access to the Hosting Services or such services or networks connected to the system used to provide the Hosting Services.
- (h)** The Customer shall not provide the results of using the Hosting Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

## **6. Hosting Services**

- (a)** Harris shall provide all facilities, equipment, software and services required to deliver the Hosting Services. Harris shall have the right to manage all resources used in providing the Hosting Services, as Harris deems appropriate. The system resources that are used by Harris to provide the Hosting Services may be used for the applications of other Harris customers or third parties.

- (b) Harris shall host and provide access to the Software to Users. Such access shall be provided twenty four (24) hours per day, seven (7) days per week, subject to scheduled periods of non-availability as described in Schedule "B". Harris' liability to Customer, in the unlikely event that said Hosting Services becomes unavailable in violation of Schedule "B", shall be limited to a service credit equal to a pro-rata amount of the corresponding monthly Hosting Fee; said pro-rata amount calculated by dividing the period of unavailability by the total possible available hours in the given month. Any request for credit must be made of Harris within 15 days of the Service Interruption.
- (c) Harris reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software. Harris shall inform Customer of such criteria but Harris shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users access to the Software. Harris reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.
- (e) Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the Software. Customer, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software.
- (f) Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 13 of this Agreement.
- (g) Customer acknowledges that in order to provide the Hosting Services Harris may be required to purchase access the Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 11(e).

## 7. Customer Responsibilities

- (a) **Co-operation by Customer** -- The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer's and its staff and agrees to act reasonably and co-operate fully with the Harris to achieve the Completion of Services related to any Professional Services supplied by Harris. To enable Harris to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with Harris' practices.
- (b) **Project Manager** -- The Customer shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their co-operation with and participation in such process during any Professional Services.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at its facilities required for Users to access and use the Software. Harris shall not be responsible for the operation of any Internet, network or other communication services. The Customer further acknowledges that the operation of the Software requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Harris.
- (d) **Passwords.** Customer agrees to comply with all Harris security policies and procedures as provided to it and amended

from time to time. Customer and its Users shall be responsible for keeping any and passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Harris in writing to change Customer or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Harris from time to time for Users; and (iii) informing Harris of any information about Users' actions that may affected either the Software or third party data contained in the Software, or Harris's ability to provide Hosting Services as contemplated by this Agreement.
- (f) **Compliance with Laws.** Customer represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- (g) **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Harris') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris' servers; and (iii) Data is encrypted.

HARRIS DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

## 8. Warranty and Warranty Disclaimer

- a) **Limited Warranty.** Harris warrants to Customer that the Hosting Services shall be performed at a level and shall substantially conform to the specifications, as stated in Harris' manuals and other documentation provided to Customer, provided that all use of the Hosting Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Hosting Services do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 11(a).
- b) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SETION 13(A), THE HOSTING SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE HOSTING SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.



HARRIS DOES NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, HARRIS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

## 9. Limitations on Liability

**TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF HARRIS AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE HOSTING SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL HOSTING FEES PAID IN THE THEN-CURRENT YEAR BY CUSTOMER TO HARRIS UNDER THIS AGREEMENT.**

**CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL HARRIS BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.**

## 10. Change Order Process

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

## 11. Cancellations and Termination

This Agreement may be terminated as follows:

- a. If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a

written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect

- b. If Customer has failed to pay any amounts when due under this Agreement, Harris shall have the right to (i) suspend performance of the Hosting Services (including Customer access to the Hosting Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.
- c. Harris may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris.
- d. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- e. If any such modification, change or replacement of the original Third Party Components pursuant to Section 6(g) includes a material price increase with respect to the Hosting Services enabled by such Third Party Components or impairs Customer's ability to utilize such Hosting Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may cancel the Hosting Services and terminate this Agreement by providing written notice to Harris within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment.
- f. This Agreement shall automatically terminate in the event that the Software License Agreement is terminated or expires.

## 12. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and Harris will immediately cease to perform the Hosting Services.
- (b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
- (c) Customer shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Hosting Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect Harris's right to collect any further invoiced amounts for other Professional Service Fees.
- (f) Conditional upon Customer's payment of all Fees that are due to Harris, Harris will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two weeks and will be billed at Harris's then current daily rate. Upon

receipt of notice from Customer confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and an Officer of Harris shall certify the destruction and deletion to the Customer. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to Customer and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data.

- (g) In the event of termination or expiration of this Agreement other than termination by Harris for cause, Customer's license rights granted under the Software License Agreement shall continue pursuant to the terms of said Agreement and upon request Harris shall deliver to Customer a copy of the Software for installation by Customer at Customer's site in accordance with the terms of the Software License Agreement. If Customer wishes to obtain installation, implementation, conversion or other services from Harris in connection with the migration of the Software and/or Data to Customer's equipment, the parties shall enter into a separate written agreement.

### 13. Ownership

- (a) **By Harris.** Customer acknowledges that at all times Harris, its service providers or licensors are and shall remain the owner of all hardware, servers, equipment, networks or other software Harris uses in the performance of the Hosting Services. Harris, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Hosting Services and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and the Software License Agreement and Harris and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate in to the Hosting Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Hosting Services or the Software.
- (b) **Customer Data.** As between Harris and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to Harris a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Hosting Services. Access to the Data shall only be by Harris's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, Harris may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Hosting Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants Harris the right to access Data to provide feedback to Customer concerning its use of the Hosting Services.

In the event that Harris will have access to "education records" for the Customer's students as defined under the Family Educational Rights and Privacy Act (FERPA), Harris acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the Client's Education records, as those terms have been defined under FERPA and its implementing regulations, and Harris agrees to abide by the FERPA limitations and requirements imposed on school officials. Harris will use the Education records only for the purpose of fulfilling its duties under this Agreement, and will not share such Data with or disclose it to any third party except as provided for in this Agreement, where required by law, or authorized in writing by Customer.

### **(c) Data and Privacy Policy of Customer**

The Customer represents and warrants to Harris that:

- a. Data that is either provided to or acquired by Harris is owned exclusively by Customer and that the Customer has full right and title to provide the Data to Harris;
- b. Data that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- c. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- d. Customer will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

### **14. Confidential Information**

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Harris' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris' or Customer's request. Customer represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

### **15. Indemnity**

Customer is solely responsible for its Data, its use, and its Users' use, of the Hosting Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold Harris and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Hosting Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

### **16. General**

**(a) Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Customer and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

**(b) Mediation:** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

**(c) Notice**

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION  
1 Antares Drive, Suite 400  
Ottawa, Ontario K2E 8C4  
Attention: CEO / Legal  
Telephone: 613-226-5511, extension 2149

and in the case of the Customer, to:

[National School District]  
Attention: Yvette Olea  
Telephone: (619) 336-7765  
Email: yolea@nsd.us

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 16(c).

**(d) Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of United States.

**(e) Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and

contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.

- (f) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (g) **Assignment:** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of Harris, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (h) **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (i) **Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (j) **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (k) **Equitable Relief:** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (l) **Force Majeure:** No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.
- (m) **Survival:** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Security), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 12 (Effects of Termination), 13 (Ownership), 14 (Confidential Information), 15 (Indemnity), 16 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- (n) **Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Harris and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

N. HARRIS COMPUTER CORPORATION

National School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Schedule "A"**  
**Fees and Payment Schedule \***

**Purchased Hosting Services:**

Hosting services shall be provided for the following Harris products listed in the Software License Agreement.

- <List purchased products that hosting is being provided for here>
- <List purchased products that hosting is being provided for here>
- <List purchased products that hosting is being provided for here>

<b>Hosting Fees</b>	<b>Amount</b>
Initial Set-up: One-time set-up and configuration of purchased software in Harris' hosting environment.	\$xx,xxx
Annual Hosting Fee	\$xx,xxx
<b>Total Fees Due upon completion of set-up:</b>	<b>\$xx,xxx</b>

\* All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to termination of Hosting Services in accordance with this Agreement.

**PAYMENT TERMS:**

The Hosting Fees listed in the table above shall be invoiced upon Completion of Services, with evidence of said Completion of Services being by the issuance of an Invoice by Harris to Customer for the listed Hosting Fees.

The Annual Hosting Fees shall be invoiced on each anniversary date thereafter. Annual Hosting Fees are invoiced in advance of an upcoming annual term and shall be due and payable thirty (30) days from date of invoice.

**RESET OF TERM TO MATCH FISCAL YEAR:**

Customer may request that Harris match the annual invoicing of the Annual Hosting Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to Harris in writing and during the Initial Term of this Agreement. If such election is made Harris shall, a) issue a prorated invoice for any Hosting Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Hosting Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Hosting Fees are invoiced in advance of an upcoming annual term. Hosting fees shall be due and payable thirty (30) days from date of invoice.



**Schedule "B"**  
**Service Availability**

**Availability and Uptime Objectives:**

Availability of the Hosting Services is defined as when the Software and Customer's data are operational and accessible via a public internet connection. Harris shall strive to make the Hosting Services available 100% of the time. However, the Hosting Services may be unavailable during certain downtimes. Harris shall not be responsible for any failure to make the Hosting Services available under the following circumstances:

- i. Routine scheduled downtime: Periods of time for the purpose of conducting routine system maintenance. In such event, Harris shall use commercially reasonable efforts to provide Customer with a minimum of three (3) business days prior to any period of scheduled downtime, and shall use commercially reasonable efforts to limit any such routine system maintenance to weekends between the hours of midnight and 6 AM ET.
- ii. Emergencies: Harris reserves the right to suspend the Hosting Services and Customer's access to the Software in the case of an emergency or other non-routine maintenance event wherein it is deemed appropriate by Harris in its sole discretion, without prior notice to Customer, to address a critical system issue. In such event, Harris will use commercially reasonable efforts to notify Customer of such suspended access as soon as possible and to restore access the system as soon as practically feasible.
- iii. Customer's network infrastructure: Customer's network infrastructure (equipment, software or other technology) is failing or causing the Hosted Service to be unavailable. This includes Customer's connection to the Internet or an Internet failure beyond the control of Harris.
- iv. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives").
- v. An error or the negligence or intentional acts or omissions of Customer Representatives or Users.
- vi. Unforeseen capacity increases based on changes in Customer's business processes or methods.
- vii. Any other force majeure event, as set out in Section 16(l) of the Agreement.

Agenda Item: **18.E. Accept gifts.**

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

Quick Summary / Abstract: 1. \$11.20 from Box Tops for Education to Olivewood School for any school needs.

Comments: 

- Box Tops for Education® is one of the nation’s largest school fundraising loyalty programs and has been helping schools succeed since 1996. With over 250 participating products, it’s an easy way for schools to earn cash for the things they need.

Recommended Motion: Accept gifts.

Agenda Item: **19. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **20. ADJOURNMENT**