



# Governing Board Agenda

**July 7, 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 to participate in the meeting should contact the Superintendent’s Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

## Equal Opportunity Employer

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





## REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, July 7, 2021

Closed Session -- 4:30 p.m.

Open Session -- 6:00 p.m.

The public may view the meeting by accessing the following link:  
<https://youtu.be/R7VFFig8Qdg>

### AGENDA

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

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

*Creating Successful Learners... Now*

**1. CALL TO ORDER**

**2. ROLL CALL**

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Ms. Maria Dalla,  
Board President

**4. ADJOURN TO CLOSED SESSION**

**5. CLOSED SESSION- 4:30 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 54957.6:  
**CONFERENCE WITH LABOR NEGOTIATOR**  
Agency negotiator: Dr. Leticia Hernandez  
Employee organizations: California School Employees Association  
National City Elementary Teachers Association

**6. RETURN TO OPEN SESSION**

**7. CALL TO ORDER**

**8. PLEDGE OF ALLEGIANCE**

**9. ROLL CALL**

**10. PUBLIC COMMUNICATIONS**

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Ms. Maria Dalla,  
Board President

## 11. AGENDA

### 11.A. Accept Agenda.

Ms. Maria Dalla,  
Board President

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

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.

### 12.A. Minutes

#### 12.A.I. Approve the minutes of the Regular Board Meeting held on June 23, 2021.

Dr. Leighangela Brady,  
Superintendent

### 12.B. Administration

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

Dr. Leighangela Brady,  
Superintendent

### 12.C. Human Resources

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

### 12.D. Educational Services-None

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

### 12.E. Business Services

#### 12.E.I. Adopt Resolution #21-22.01 to designate authorized representative to San Diego County Schools Fringe Benefits Consortium (FBC) for fringe benefits programs.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

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

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

### **13. POLICIES, REGULATIONS, BYLAWS**

**13.A.** Discussion of existing Board Policy 0415- Equity.

Ms. Maria Dalla,  
Board President

### **14. GENERAL FUNCTIONS**

**14.A.** Presentation and discussion on Board meeting streaming options.

Dr. Leighangela Brady,  
Superintendent

### **15. EDUCATIONAL SERVICES**

**15.A.** Amend Contract #CT3451 with Rady Children's Hospital San Diego for an increase in the provision of student health services.

Dr. Sharmila Kraft,  
Assistant  
Superintendent  
Educational Services

**15.B.** Approve contract #CT3854 Memorandum of Understanding with San Diego County Superintendent of Schools to provide a Multilingual California Project Grant for the National School District for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**15.C.** Approve contract #CT3861 with T-Mobile for Internet service for hotspot devices for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

### **16. HUMAN RESOURCES**

**16.A.** Approve consultant contract #CT3847 with SWING Education to provide substitutes and tutoring services for the 2021-2022 school year.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**16.B.** Approve increased rate of pay for substitute teachers.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

## **17. BUSINESS SERVICES**

**17.A.** Presentation and acceptance of the GASB No.75 Actuarial Valuation Report for the National School District Other Post-Employment Benefits.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**17.B.** Approve contract #CT3651 for Bid #18-19-193 to Diamond Jack Enterprises, for Fresh Fruit and Vegetables.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**17.C.** Approve contract #CT3849 with Dannis Woliver Kelley Attorneys at Law (DWK), to provide bond and disclosure counsel legal services.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**17.D.** Approve contract #CT3850 with Dannis Woliver and Kelley (DWK), Attorneys at Law for legal services.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**17.E.** Approve contract #CT3844 with Fagen Friedman & Fulfrost LLP for legal services.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**17.F.** Accept gifts.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

## **18. BOARD/CABINET COMMUNICATIONS**

## **19. ADJOURNMENT**

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

Agenda Item: **2. ROLL CALL**

Quick Summary /  
Abstract:

Board:

Ms. Maria Dalla, Board President

Ms. Maria Betancourt-Castañeda, Board Clerk

Ms. Alma Sarmiento, Trustee

Ms. Michelle Gates, Trustee

Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Mr. Arik Avanesyans, Assistant Superintendent-Business Services

Agenda Item: **3. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary /  
Abstract:

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

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

Agenda Item: **5. CLOSED SESSION- 4:30 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 54957.6:  
**CONFERENCE WITH LABOR NEGOTIATOR**

Agency negotiator: Dr. Leticia Hernandez

Employee organizations: California School Employees Association

National City Elementary Teachers Association

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

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

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



Agenda Item: **9. ROLL CALL**

Quick Summary /  
Abstract:

Board:

Ms. Maria Dalla, Board President

Ms. Maria Betancourt-Castañeda, Board Clerk

Ms. Alma Sarmiento, Trustee

Ms. Michelle Gates, Trustee

Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary /  
Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **11. AGENDA**  
Agenda Item: **11.A. Accept Agenda.**  
Speaker: Ms. Maria Dalla, Board President  
Recommended Motion: Accept Agenda

Agenda Item: **12. 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: **12.A. Minutes**

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on June 23, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Board Minutes- 6/23/2021

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

June 23, 2021

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://drive.google.com/drive/u/0/folders/16qPwecrycsGwysr8lhUjy3XmJQMLHKZ2>

**1. CALL TO ORDER**

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

**2. ROLL CALL**

**Attendance taken at 4:06 p.m.:**

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

**3. PUBLIC COMMUNICATIONS**

None.

**4. ADJOURN TO CLOSED SESSION**

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

Closed session was held from 4:05 p.m. to 5:50 p.m.

In Closed Session, the Governing board voted unanimously to appoint Ms. Daniza Montero as the new Principal of Rancho De La Nación School.

## **6. RETURN TO OPEN SESSION**

## **7. CALL TO ORDER**

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

## **8. PLEDGE OF ALLEGIANCE**

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

## **9. 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

Ms. Vanessa Ceseña took roll call.

## **10. PRESENTATIONS**

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

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

Board President, Ms. Maria Dalla, presented each new employee with a District pin.

## **11. PUBLIC COMMUNICATIONS**

None.

## **12. AGENDA**

### **12.A. Accept Agenda.**

**Motion Passed:** Acceptance of the 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

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

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

### **13.A. Minutes**

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

### **13.B. Administration**

### **13.C. Human Resources**

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

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

### **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.**

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

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

**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.**



**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.**

**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.**

**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.**

**13.E. Business Services**

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

**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.**

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

**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.**

**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.**

**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.**

**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.**

**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.**

**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.**

**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.**

**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.**

**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.**

**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).**

**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).**

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

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

Dr. Brady updated the Governing Board on how the District is preparing for the 2021-2021 school year and discussed the District's plans for a full in-person return scheduled for July 26, 2021. She included new guidelines that will take effect July 1, 2021.

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

**Motion Passed:** Adjustment of monthly stipend passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

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

**Motion Passed:** Following discussion, adoption of Administrative Regulation 1312.4 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

## **16. EDUCATIONAL SERVICES**

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

**Motion Passed:** Following discussion, approval of National School District's 2021-2022 Local Control Accountability Plan (LCAP) 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

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

**Motion Passed:** Following discussion, approval of the National School District Local Control Accountability Plan (LCAP) Federal Addendum 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

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

Board President, Ms. Maria Dalla, opened the public hearing at 6:42 p.m.

Board President, Ms. Maria Dalla and Dr. Brady, shared information on Integrity Charter School. Dr. Susan Fahey, Executive Director, Integrity Charter School, answered questions from the Governing Board, there were no public speakers.

Board President, Ms. Maria Dalla, closed the public hearing at 6:57 p.m.

**16.D. Approve contract #CT3846 with EdTheory to provide Special Education Services for the 2021-2022 school year.**

**Motion Passed:** Following discussion, approval of contract #CT3846 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Maria Betancourt-Castañeda.

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

**16.E. Approve contract #CT3857 Operations Memorandum of Understanding between Integrity Charter School and the National School District Governing Board, effective July 1, 2021, through June 30, 2026.**

**Motion Passed:** Approval of contract #CT3857 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

**16.F. Approve contract #CT3858 Special Education Memorandum of Understanding with Integrity Charter School.**

**Motion Passed:** Following discussion, approval of contract #CT3858 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

**16.G. Approve service agreement #CT3834 with SBCS Corporation for the Family Resource Center program for the 2021-2022 school year.**

**Motion Passed:** Approval of service agreement #CT3834 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. HUMAN RESOURCES**

**17.A. Approve contract #CT3851 with PowerSchool to provide Human Resources online product solutions for the 2021-2022 school year.**

**Motion Passed:** Approval of contract #CT3851 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.B. Approve job description for Coordinator of Student Support Services.**

**Motion Passed:** Approval of job description 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

## **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.**

**Motion Passed:** Following discussion, approval of the Estimated Actual Budget and adoption of the 2021-2022 Proposed Budget for all funds 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

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

**Motion Passed:** Adoption of Resolution #20-21.49 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.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.**

**Motion Passed:** Following discussion, Authorization for the Assistant Superintendent of Business Services to file the waiver 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

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

**Motion Passed:** Amendment of three year contract #CT3736 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

**18.E. Accept gifts.**

**Motion Passed:** Acceptance of gifts 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

**19. BOARD/CABINET COMMUNICATIONS**

Ms. Sarmiento had no comments.

Ms. Betancourt-Castañeda wished Ms. Dalla a happy birthday. She welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She spoke about the unfortunate incident that happened at the Coronado Unified School District. She shared a positive message for parents and all those affected. She reminded everyone to always be respectful and mindful of other's feelings. She thanked Ms. Dalla for speaking at Coronado's Special Board meeting on behalf of National School District.

Ms. Gates welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She recognized Ms. Sandy Ellis for the kindness and support provided during her career at the National School District. She wished Ms. Dalla a happy birthday and thanked her for always helping them be their best selves and leading by example. She shared information on the Box Tops phone app that is available.

Ms. Lizarraga welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She thanked Dr. Hernandez and Mr. Avanesyans for their work and for always ensuring proper procedures are being followed in benefit of the District. She shared a positive message for parents and those affected by the recent events at Coronado Unified School District. She wished Ms. Dalla a happy birthday and wished everybody a good night.

Dr. Hernandez welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She thanked Mr. Oscar Gil for his support to parents and his vested interest. She wished Ms. Dalla a wonderful birthday.

Mr. Avanesyans wished Ms. Dalla a happy birthday. He shared he and Mr. David Castillo have been doing site walks in the past few weeks and shared his observations. He shared his appreciation to the grounds and facilities staff for all the work they do in preparation for a new school year.

Dr. Brady invited the Governing Board to visit the Extended School Year and REACH for Joy program sites. She thanked Ms. Dalla for speaking at the Coronado Unified School District Special Board meeting, in response to the act of racism. She also thanked her for her leadership and dedication to all children. She expressed she is proud to work for the National School District and wished Ms. Dalla a happy birthday.

Ms. Dalla thanked everyone for their kind words. She congratulated Dr. Susie Fahey, Integrity Charter School, for the great job the school is doing. She welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She spoke about the unfortunate incident that happened at the Coronado Unified School District and shared her support for their Governing Board. She shared a positive message and encouraged everyone to continue to stand together and work hard to make these issues disappear. She wished everyone a good night.

## **20. ADJOURNMENT**

Closed session was held from 4:05 p.m. to 5:50 p.m.

In Closed Session, the Governing board voted unanimously to appoint Ms. Daniza Montero as the new Principal of Rancho De La Nación School.

Board President, Ms. Maria Dalla, adjourned the meeting at 7:29 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board



Agenda Item: **12.B. Administration**

Agenda Item: **12.B.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: In May 2000, a lawsuit was filed against the State of California complaining that low-performing schools across the State were housed in facilities that were dirty, unsafe and inadequate with further allegations that these schools were additionally burdened with unqualified teachers and insufficient instructional materials. A settlement in Williams vs. California was agreed to in August 2004 and subsequently enacted into law through SB 6, SB 550, AB 1550, AB 2727 and AB 3001 (chaptered September 29, 2004).

The intent of the Williams settlement is to ensure that all students have equal access to:

- Instructional materials
- Qualified teachers
- Safe, clean and adequate facilities

Comments: A stipulation of the settlement is that all school districts must update Uniform Complaint Procedures to include:

- Instructional materials
- Teacher vacancies and misassignments
- Emergency or urgent facilities issues

The Governing Board of National School District enacted changes to the Uniform Complaint Procedures on December 8, 2004.

Notices have been posted in each classroom in every school informing parents/guardians that all classes in all California public schools must have sufficient instructional materials and that the facilities must be clean, safe and in “good repair.” The notices also provide information on how and where to file a complaint.

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of April through June 2021, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Recommended Motion: Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.

Attachments:  
Williams Quarterly Report

**National School District**

**Quarterly Uniform Complaint Report Summary**

**For submission to National School District Governing Board**

**and**

**San Diego County Office of Education**

District Name: National School District

Quarter covered by this report: April 1, 2021 to June 30, 2021

Please fill in the following table. Enter 0 in any cell that does not apply.

	<b>Number of complaints received in quarter</b>	<b>Number of complaints resolved</b>	<b>Number of complaints unresolved</b>
<b>Instructional Materials</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Facilities</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Teacher Vacancy and Misassignment</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Totals:</b>	<b>0</b>	<b>0</b>	<b>0</b>

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

Agenda Item: **12.C. Human Resources**

Agenda Item: **12.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**  
**July 7, 2021**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
<b>Employment</b>				
None				
<b>Temporary Employment</b>				
None				
<b>Additional Duties</b>				
None				
<b>Contract Extension/Change</b>				
None				
<b>Leave of Absence</b>				
1. Daniela Butler	Language Arts Specialist Kimball School	2021-2022 school year	Unpaid leave of absence	

**CLASSIFIED STAFF RECOMMENDATIONS**  
**July 7, 2021**

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

Agenda Item: **12.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</b> 7/7/21			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Lorena Cardenas	Instructional Assistant – Health Care	Palmer Way School	June 9, 2021
Megan Lachi	Teacher	Palmer Way School	June 9, 2021
Danielle Teller	Teacher	Central School	June 9, 2021

<b>Retirements</b> 7/7/21			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Maria Sepulveda	Instructional Assistant – Preschool	El Toyon School	June 9, 2021

Agenda Item: **12.D. Educational Services**

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

Quick Summary / Abstract: None

Agenda Item: **12.E. Business Services**

Agenda Item: **12.E.I. Adopt Resolution #21-22.01 to designate authorized representative to San Diego County Schools Fringe Benefits Consortium (FBC) for fringe benefits programs.**

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

Quick Summary / Abstract: Approving this resolution will allow the District to designate newly appointed, Mr. Arik Avanesyans, Assistant Superintendent of Business Services, as the authorized representative of the Board of Trustees of National School District and Erina Cowart, Director of Finance, as the alternative representative to the San Diego County Schools Fringe Benefits Consortium.

Recommended Motion: Adopt Resolution #21-22.01 to designate authorized representative to San Diego County Schools Fringe Benefits Consortium (FBC) for fringe benefits programs.

Attachments:  
Resolution #21-22.01



# National School District Resolution

# 21-22.01

## RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE TO SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM FOR FRINGE BENEFITS PROGRAMS

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

**WHEREAS**, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

**WHEREAS**, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

**WHEREAS**, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

**WHEREAS**, the National School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium requires that the Board of member districts designate and appoint an FBC representative.

**NOW THEREFORE BE IT RESOLVED** that Arik Avanesyans, Assistant Superintendent, Business Services is designated as the authorized representative(s) of the Board of Trustees of National School District, and Erina Cowart, Director of Finance as alternate representative(s), and are hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.



Agenda Item: **12.E.II. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

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

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

Attachments:  
Exhibit A

Agenda Item: **13. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **13.A. Discussion of existing Board Policy 0415- Equity.**

Speaker: Ms. Maria Dalla, Board President

Quick Summary /  
Abstract: To ensure a welcoming and inclusive District, the board will revisit existing Board Policy 0415- Equity and consider any potential updates.

Attachments:  
BP 0415

# National SD

## Board Policy

### Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0415

#### EQUITY

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

*(cf. 0000 - Vision)*

*(cf. 0100 - Philosophy)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6174 - Education for English Learners)*

*(cf. 6175 - Migrant Education Program)*

*(cf. 9000 - Role of the Board)*

*(cf. 9310 - Board Policies)*

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 6162.5 - Student Assessment)*

2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.

*(cf. 0440 - District Technology Plan)*  
*(cf. 3100 - Budget)*  
*(cf. 4113 - Assignment)*  
*(cf. 7110 - Facilities Master Plan)*

3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities

*(cf. 6141.4 - International Baccalaureate Program)*  
*(cf. 6141.5 - Advanced Placement)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6152.1 - Placement in Mathematics Courses)*

4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students

*(cf. 5137 - Positive School Climate)*

5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups

*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*  
*(cf. 6164.2 - Guidance/Counseling Services)*  
*(cf. 6164.5 - Student Success Teams)*  
*(cf. 6179 - Supplemental Instruction)*

7. Promoting the employment and retention of a diverse staff.

8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

(cf. 0500 - Accountability)

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

*Legal Reference:*

EDUCATION CODE

200-262.4 Educational equity

52077 Local control and accountability plan

60040 Selection of instructional materials

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX

*Management Resources:*

CSBA PUBLICATIONS

Meeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017

The School Board Role in Creating the Conditions for Student Achievement, 2017

African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016

African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016

Latino Students in California's K-12 Public Schools, 2016

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016

Climate for Achievement Governance Brief Series, 2015

Math Misplacement, 2015

CENTER FOR URBAN EDUCATION PUBLICATIONS

Protocol for Assessing Equity-Mindedness in State Policy, 2017

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Center for Urban Education: <https://cue.usc.edu>

Safe Schools Coalition: <http://www.casafeschools.org>

Policy  
adopted:

CSBA MANUAL MAINTENANCE SERVICE  
July 2018



Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Presentation and discussion on Board meeting streaming options.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: Attendance at Board meetings greatly increased during the pandemic due to virtual availability. Members of staff and the public have expressed that they hope a streaming option will continue once the Board resumes in-person meetings. This presentation will provide options and next steps for Board consideration of virtual streaming options.

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Amend Contract #CT3451 with Rady Children's Hospital San Diego for an increase in the provision of student health services.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: On June 9, 2021 the Board approved #CT3451 with National School District and Rady Children's Hospital - San Diego. The District contracts with Rady Children's Hospital for the provision of student health services. This amendment will increase the contract amount to cover a full-time credentialed school nurse and to provide a temporary salary adjustment for additional COVID-19 related job-duties.

Additional student health services are required during the COVID-19 pandemic. As a result of the pandemic, additional health services include but are not limited to: COVID-19 health screenings, contact tracing, reporting, and caring for students in isolation suspected of a positive COVID-19 diagnosis or exposure.

Comments: The District would like to provide a temporary pay differential of \$1.50 per hour to ensure a safe school environment for the all students coming onto campus. The \$1.50 per hour increase would apply to all service providers from Rady's supporting the District. The temporary pay differential would discontinue on June 30, 2022.

The total cost of this addition is not to exceed \$75,000 and will be funded through the ESSER III Fund.

Recommended Motion: Amend Contract #CT3451 with Rady Children's Hospital San Diego for an increase in the provision of student health services.

Financial Impact: Contract cost: Not to exceed \$75,000  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost: \$0  
General Fund-ESSER III Fund

Attachments:  
CT3451

AGREEMENT BETWEEN  
NATIONAL SCHOOL DISTRICT AND  
RADY CHILDREN'S HOSPITAL - SAN DIEGO  
FOR THE PROVISION OF STUDENT HEALTH SERVICES

This AGREEMENT is made and entered into by and between National School District, located in National City, San Diego (“District”), and Rady Children's Hospital - San Diego, a not-for-profit corporation, located at 3020 Children's Way, San Diego, California 92123 (“Rady Children’s”), covering Rady Children’s provision of student health services to the District.

WHEREAS, the District has a need for a student health team, including a Nurse Supervisor, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants to provide student health services in the District’s pre-school and elementary schools; and

WHEREAS, Rady Children’s employs a health team, including a Nurse Supervisor, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants, experienced in the field of pediatric care in a school setting; and

WHEREAS, Rady Children’s is willing to provide student health services to the District, as set forth in detail below, and the District desires to obtain these same services;

THEREFORE, it is agreed:

**1. RESPONSIBILITIES OF RADY CHILDREN'S**

1.1 Assign Student Health Team: Rady Children’s shall assign a student health team to the District which shall include a Nurse Supervisor, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants (a projected total of 11 School Health Assistants based on District needs), all of whom shall be experienced in the field of pediatric health care. The members of the student health team to be assigned by Rady Children’s, and the specific services that they will provide to the District, are identified in Exhibit A to this Agreement which is incorporated herein verbatim as though fully set forth in its entirety.

1.2 The specific work schedule of each health team member shall be determined by the District in consultation with Rady Children’s based on District needs.

1.3 Rady Children’s shall invoice the District on a monthly basis for the assigned health team staff members’ actual salaries, benefits and malpractice insurance expenses resulting from the provision of services under this Agreement, and shall invoice the District on an annual basis for an administrative fee of 5% of the total annual cost of such salaries, benefits and malpractice insurance.

1.4 With input from the District, Rady Children’s shall annually evaluate each assigned health team staff member’s work performance.

1.5 The Registered Nurses assigned by Rady Children's must be professionally licensed as a Registered Nurse (RN) in the State of California during the term of this Agreement. The Nurse Practitioner assigned by Rady Children's must be professionally licensed as a Nurse Supervisor in the State of California during the term of this Agreement. The Credentialed School Nurse assigned by Rady Children's must be professionally licensed as a Registered Nurse (RN) in the State of California and must also hold a valid School Nurse Services Credential issued by the Commission on Teacher Credentialing during the term of this Agreement. All licenses and credentials must be active, current, and in good standing with the associated licensing board during the term of this Agreement. All student health team staff assigned by Rady Children's must be certified in CPR and have the necessary skills for performing CPR as needed during the term of this Agreement. All student health team staff assigned by Rady Children's must possess current BLS certification. Rady Children's shall verify that members of the student health team possess the required licenses, credentials and certifications before assignment to the District.

1.6 All student health team staff are required to be fingerprinted for the purpose of conducting a criminal record background check via electronic fingerprinting ("Live Scan") through the California Department of Justice prior to assignment by Rady Children's. The cost of fingerprinting is the sole responsibility of Rady Children's. Fingerprints must be cleared by the California Department of Justice before any health team member provides services to Student under this Agreement. Results must be verified by Rady Children's and the District.

1.7. All health team members must have a negative tuberculosis (TB) skin test or negative chest x-ray (CXR) prior to providing services under this Agreement. Each member of the health team shall complete a written TB risk assessment annually. Any employee found to be at risk will be referred to Rady Children's Occupational Health Services for follow up and testing, if indicated.

1.8 District shall provide training at least annually for the School Health Team staff to cover new school health related legal mandates, mandated reporting requirements and any changes or updates in the Education Code related to school health initiatives. Such training shall be provided on-site at the District and/or at designated school site work locations.

## **2. RESPONSIBILITIES OF NATIONAL**

2.1 The District shall ensure that the health team receives appropriate information to perform the services set forth in this Agreement.

2.2 The District shall provide access to school facilities as necessary for the school health team to perform the services set forth in this Agreement.

2.3 The District shall review, consult with Rady Children's and approve the health team's specific work schedules.

2.4 The District shall provide adequate office space, office furniture, office equipment and locking file cabinets for use by the health team.

2.5 The District shall compensate Rady Children's for services provided under this Agreement as set forth below in "Compensation" and in Exhibit B to this Agreement which is incorporated herein verbatim as though fully set forth in its entirety.

2.6 The District shall communicate with Rady Children's personnel regularly to ensure timely feedback regarding health team staff work performance.

2.7 In consultation with Rady Children's, the District shall provide input on each health team member's performance evaluation.

2.8 The District shall designate personnel to consult with Rady Children's in regard to performance of services under this Agreement.

### **3. COMPENSATION**

3.1 For services provided by Rady Children's under this Agreement, the District shall pay to Rady Children's the actual salaries, benefits and malpractice expense for each health team member assigned to the District, plus an annual administrative fee of 5% of the total annual cost of salaries, benefits and malpractice insurance for team members (the "total projected annual cost"), as set forth in Exhibit B to this Agreement which is incorporated herein verbatim as though fully set forth in its entirety.

3.2 Rady Children's shall provide the District with detailed monthly invoices setting forth the number of hours worked by each health team member and their hourly pay rate, the cost of benefits for each team member, and the malpractice insurance cost. All invoices received by District shall be paid within 30 days of receipt of such invoice.

3.3 The parties agree and acknowledge that the total projected annual cost, as set forth in Exhibit B to this Agreement, of salaries, benefits, malpractice insurance and 5% administrative fee, may fluctuate depending on the number of health team members assigned to the District and the number of hours actually worked by each member of the health team to provide services under this Agreement. The total projected annual cost shall be approved by the District prior to each year of the term of this Agreement.

### **4. EMPLOYMENT OF STUDENT HEALTH TEAM**

4.1 Student health team members are employees of Rady Children's and not the District.

4.2 Rady Children's shall provide workers' compensation insurance coverage for student health team members during the term of this Agreement which shall cover any work-related injury or illness related to his/her activities on District property.

4.3 Rady Children's shall supervise student health team members and the provision of services under this Agreement.

4.4 The District shall cooperate with Rady Children's in its supervision of student health team members.

4.5 Student health team members will be monitored by the District's Director of Student Support Services and the site Administrator at each District work-site. Student health team members are expected to follow the direction of the District's Director of Student Support Services and the site Administrators at each District work-site.

4.6 The District shall report to Rady Children's if it determines the services performed by the student health team are not satisfactory. Such a report may result in the District terminating this Agreement pursuant to Paragraph 6 of this Agreement.

## 5. **INSURANCE**

5.1 The parties at their sole cost and expense shall maintain the following insurance coverage in effect during the term of this Agreement:

- Comprehensive or Commercial General Liability insurance with contractual liability included with a minimum combined single limit of not less than one million dollars (\$1,000,000) per occurrence.
- Workers' Compensation and Employer Liability Insurance covering liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

5.2 Rady Children's shall also maintain at its sole cost and expense the following additional insurance coverage during the term of this Agreement:

- Professional Medical and Hospital Liability Insurance with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate for the health team, which may include a Nurse Practitioner, a Registered Nurse, a Credentialed School Nurse and School Health Assistants.
- Business Automobile Liability Insurance for owned, non-owned, or hired automobiles, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

5.3 It is expressly understood that the insurance coverage required under these provisions in Section 5 shall not in any way limit the liability of the parties or limit the parties' obligations under this Agreement.

5.4 The Parties acknowledge that the District is permissibly self-insured under California law.

5.5 The insurance coverage referred to herein and maintained by Rady Children's shall be endorsed to include the District as an additionally named insured. The insurance coverage referred to herein and maintained by District shall be endorsed to include Rady Children's as an additionally named insured. Both parties, upon execution of this Agreement, shall furnish the other party with Certificates of Insurance. Certificates shall provide for thirty (30) days advance written notice to the other party of any modification, change or cancellation of any of the above insurance coverage.

## **6. TERMINATION**

6.1 Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the Agreement immediately. Upon termination, District shall compensate Rady Children's, in accordance with the terms of this Agreement, for all services provided by Rady Children's prior to termination of the agreement.

6.2 Termination for Material Breach. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by given written notice of termination to the breaching party, which termination shall be effective immediately upon delivery or as otherwise specified in such notice; provided, however, that if the nature of the breach is such that it can be reasonably cured, said notice shall specify the nature of such breach, and shall further state that the breaching party shall have thirty (30) days from the effective date of such notice to cure such breach, at which time, if the breach is not cured, this Agreement shall be terminated.

## **7. INDEMNIFICATION**

7.1 The District agrees to indemnify, defend, and hold harmless Rady Children's, its officers, agents and employees against any claim, liability, loss, injury, damage or expense (including reasonable attorneys' fees) imposed on Rady Children's arising out of the District's performance on this Agreement, except for liability resulting from the negligent, intentional or willful misconduct of Rady Children's, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless Rady Children's under this Agreement, the District shall reimburse Rady Children's for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The District shall seek Rady Children's approval of any settlement that could adversely affect Rady Children's, its officers, agents or employees.

7.2 Rady Children's agrees to indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any claim, liability, loss, injury, damage or expense (including reasonable attorneys' fees) imposed on the District arising out of Rady Children's performance on this Agreement, except for liability resulting from the negligent, intentional or willful misconduct of District, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless the District under this Agreement, Rady Children's shall reimburse the District for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. Rady Children's shall seek the District's approval of any settlement that could adversely affect the District, its officers, agents or employees.

## **8. CONFIDENTIALITY**

8.1 All student record information, student health information, employee information and other data and information relating to the District's operations, which are designated as confidential and made available in order to carry out this Agreement, shall be protected by Rady Children's from unauthorized use and disclosure.

8.2 Rady Children's agrees to maintain the confidentiality of District student records and student health information in accordance with the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), the Health Insurance Portability and Accountability Act (42 U.S.C. §1320d et seq.), and California Education Code § 49073 et seq.

8.3 Rady Children's shall use the same standard of care to protect the confidentiality of District student records and student health information as it uses to protect its own confidential information of a similar nature.

8.4 In the event that there is a breach in the confidentiality of District student records, student health information and/or confidential student data, Rady Children's will immediately notify the District of the extent of the breach, will take all reasonable actions to mitigate the effects of any such breach, and will take all action to prevent any similar reoccurrence in the future.

8.5 Rady Children's shall not be required to keep confidential any data or information already rightfully in Rady Children's possession that is independently developed by Rady Children's outside the scope of this Agreement or is rightfully obtained from third parties.

8.6 The District will not disclose any confidential information of Rady Children's except as required by law.

## **9. COOPERATION IN DISPOSITION OF CLAIMS**

Rady Children's and the District agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement or in the operation of the program. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. Rady Children's and the District agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, Rady Children's and the District shall have reasonable access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this section shall require either Rady Children's or the District to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.



**10. TERM OF AGREEMENT**

The term of this Agreement shall be for a period from \_\_\_\_\_, until \_\_\_\_\_. Any extension of this Agreement shall be in writing, signed by both parties, and is subject to ratification by the District’s Governing Board.

**11. INDEPENDENT CONTRACTOR**

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the parties, and it is understood and agreed that Rady Children's and its health team staff members assigned to the District are at all times acting and performing the services pursuant to this Agreement as an independent contractor and not as an employee or agent of the District. In no event shall Rady Children's employees, including members of the health team assigned to the District under this Agreement, be covered by the District’s workers' compensation insurance coverage, unemployment benefits or any health or other fringe benefits provided to employees of the District.

**12. MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Rady Children's and the District agree to amend this Agreement if such amendment is required by applicable law and does not materially affect the terms of the Agreement.

**13. BINDING ARBITRATION**

In the event of any dispute between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties shall first attempt in good faith to resolve the dispute mutually between themselves. If unable to do so within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator’s award may be entered in any court having jurisdiction thereof.

The Parties shall select one arbitrator pursuant to the AAA’s Commercial Arbitration Rules. The arbitrator shall present a written decision that includes the arbitrator’s findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.

The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party’s actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term “costs and fees” includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney’s fees and costs, court costs, travel expenses, and out-of-pocket expenses such as

photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with the provisions of this paragraph.

**14. GOVERNING LAW**

This Agreement shall be governed in all respects by the law of the State of California.

**15. ASSIGNMENT**

Neither Rady Children's nor the District shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without written consent of the other.

**16. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

**17. WAIVER**

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right.

**18. ENTIRE AGREEMENT**

This agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

**19. METHOD OF NOTIFICATION**

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified, return receipt requested, and addressed as follows:

**TO NATIONAL:**

Dr. Leighangela Brady  
Superintendent  
National School District  
1500 N. Avenue  
National City, CA 91950

**TO RADY CHILDREN'S HOSPITAL - SAN DIEGO:**

[Include Name]  
Senior Vice President, Chief Operating Officer  
c/o Government Affairs and School Health Department  
3020 Children's Way, MC 5090  
San Diego, CA 92123

\_\_\_\_\_  
INSERT NAME  
RADY CHILDREN'S HOSPITAL -  
SAN DIEGO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Arik Avanesyans  
NATIONAL SCHOOL DISTRICT

\_\_\_\_\_  
DATE

Ratified by the District Governing Board on: \_\_\_\_\_

## **EXHIBIT A**

**1. The Health Team to be Assigned by Rady Children's and the Specific Services to be Provided Under this Agreement are as Follows:**

**A. Nurse Supervisor:**

Rady Children's shall assign one Nurse Supervisor to the District, to perform services on-site at the District, its elementary schools and its preschool for a total of 20 hours per week x 52 weeks.

The parties may mutually agree in writing to adjust the number of hours per week but the total number of hours per week shall not exceed 20 hours per week. The Nurse Supervisor's specific work schedule shall be determined based on the District's needs.

The Nurse Supervisor shall have at least 3 years of experience in pediatric nursing.

The Nurse Supervisor shall provide the following services:

- Assign additional health team staff to the District, including a Credentialed School Nurses, two Registered Nurse Practitioners and School Health Assistants.
- Provide orientation to health team staff.
- Provide oversight of the health team in conjunction with each school site administrator who shall be responsible for directly supervising health team members on site.
- Prepare the work schedules for the health team based on District needs.
- Process each health team member's time and attendance records and payroll.
- Provide invoices to the District that include hours worked by each health team member for the health services provided under this Agreement.
- Consult with the District and the site administrators regarding the services provided under this Agreement.
- Work collaboratively with other agencies to organize health screening pursuant to established guidelines.
- Oversees and participates in health office audits.

B. Credentialed School Nurse:

Rady Children's shall assign one Credentialed School Nurse to the District, to perform services at sites designated by the District. The Credentialed School Nurse shall have at least 3 years of experience as a Credentialed School Nurse.

The Credentialed School Nurse shall be assigned to the District's elementary and pre-schools for up to a total of 40 hours per week for 42 weeks per school year, with the specific work schedule to be determined based on the District's needs.

The parties may mutually agree in writing to adjust the number of hours per week, and weeks per year.

The Credentialed School Nurses shall provide the following services:

- Work with site administrators, the preschool director and other appropriate staff to accurately identify required medical information for students in the elementary and preschool programs at the beginning and throughout the school year, identify and document missing medical information, and communicate this to the site supervisors, program director and parents in a timely manner.
- Works collaboratively with preschool and school staff and parents to identify medical issues that require case management and provide timely education for staff to ensure appropriate medical management of students in a school setting.
- Work collaboratively with other agencies to organize health screenings pursuant to established guidelines and/or provides health screenings for students.
- Provide accurate documentation for all health care services provided to students and enters health and medical data into the District's computer tracking system in a timely manner.
- Work collaboratively with parents and school staff to identify a "health home" and "dental home" for each student.
- Follow District guidelines in providing ongoing health assessments, medical triage, appropriate interventions and medical referrals for students.
- Supports Nurse Supervisor in orientation to Student Health Assistants
- Supports in oversight of health offices.
- Provide input regarding the work schedules for the health team based on District needs.
- Order supplies for the District health office
- Supervise student immunization programs.
- Oversee student immunization recordkeeping and follow up to ensure students have required immunizations.
- Participate in health office audits.
- Assist with coordination of and participate in the District's Vision and Hearing Screening Program.
- Oversee and coordinate the One Sight program.
- Provide prevention and education services:
  - Identification of students in need of health care assistance;
  - Referrals to the appropriate school and community resources; and
  - Support for healthy lifestyle choices.

C. Registered Nurse:

Rady Children's shall assign two Registered Nurses to the District, to perform services at sites designated by the District. The Registered Nurses shall have at least 3 years of pediatric nursing experience.

One Registered Nurse shall be assigned to the District's elementary schools for a total of 40 hours per week for 42 weeks per school year, with the specific work schedule to be determined based on the District's needs.

The second Registered Nurse shall be assigned to the District's pre-school for a total of 24-32 hours per week for 42 weeks per school year, with the specific work schedule to be determined based on the District's needs.

The parties may mutually agree in writing to adjust the number of hours per week, and weeks per year.

The Registered Nurses shall provide the following services:

- Work with site administrators, the preschool director and other appropriate staff to accurately identify required medical information for elementary and preschool students including health information, immunization records, and other appropriate health data at the beginning and throughout the school year, identify and document missing medical information, and communicate this to the site supervisors, program director and parents in a timely manner.
- Works collaboratively with preschool and school staff and parents to identify medical issues that require case management and provide timely education for staff to ensure appropriate medical management of students in a school setting.
- Work collaboratively with other agencies to organize health screenings pursuant to established guidelines and/or provides health screenings for students.
- Provide accurate documentation for all health care services provided to students and enters health and medical data into the District's computer tracking system in a timely manner.
- Work collaboratively with parents and school staff to identify a "health home" and "dental home" for each student.
- Follow District guidelines in providing ongoing health assessments, medical triage, appropriate interventions and medical referrals for students.
- Supports Nurse Supervisor in orientation to School Health Assistants
- Supports oversight of health offices.
- Provide input regarding the work schedules for the health team based on District needs.
- Order supplies for the District health office.
- Supervise student immunization programs.
- Oversee student immunization recordkeeping and follow up to ensure students have required immunizations.

- Helps facilitate and participates in health office audits.
- Helps facilitate the District's Vision and Hearing Screening.
- Oversee and coordinate the One Sight program.
- Provide prevention and education services:
  - Identification of students in need of health care assistance;
  - Referrals to the appropriate school and community resources; and
  - Support for healthy lifestyle choices.

D. School Health Assistants:

Rady Children's shall assign up to eleven School Health Assistants to the District, who have at least 3 years of pediatric health assistant experience, to perform services at District school sites as follows:

- 1) Up to nine School Health Assistants shall perform services at elementary school sites for a total of up to 36 hours per week/40 weeks per school year per each School Health Assistant.
- 2) One Lead School Health Assistant shall perform services at elementary school sites for at total of up to 40 hours per week/40 weeks per school year
- 3) One School Health Assistant shall perform services at the District's pre-school site for a total of 37.5 hours per week/42 weeks per school year.

The specific work schedules shall be determined based on the District's needs. The parties may mutually agree in writing to adjust the number of School Health Assistants assigned to the District and the number of hours per week, and weeks per year worked by each School Health Assistant.

The School Health Assistants shall provide the following services:

- Gathers and manages required medical information for students including health information, immunization records, and other appropriate health data. Collaborates with the School Nurse and/or Registered Nurse to identify and obtain missing medical information. Provides and/or enters appropriate health information into databases in a timely manner.
- Maintains health condition log, classroom health binders, Individual Health Summary, classroom first aid kits, and other health related items as identified by site administrators and the Preschool Director.
- Completes grant reports, immunization reports, and other appropriate reports.
- Follows hospital and district policies and guidelines in providing ongoing health and injury assessments, medical triage, and basic first aid care for students. Consults with the School Nurse, Registered Nurse and/or supervisor as appropriate.
- In collaboration with the School Nurse and/or Registered Nurse, and in compliance with state law, identifies students that receive medication in the school setting, and develops

and maintains medication logs for students as appropriate. Assists with appropriate training of school staff in dispensing medication.

- Provides assistance to School Nurses in communicating with families and providers to obtain health information needed for school requirements, case management, medication management at school, and to promote wellness and attendance for students.
- Collects any required health data for students. Enters data into data systems in a timely manner. May provide assistance to the School Nurses with other health screenings as determined by site supervisors and the Preschool Director.
- Assess student health issues
- Monitor and assess students who are not feeling well
- Communicate with parents/guardians about students who are ill/injured
- Conduct wellness checks of students with truancy issues
- Input immunization records
- Provide nursing care for children and other delegated tasks in the health offices of the District's schools.
- Provide health assistance, treatment and case management plans for students in the school setting.
- Assist with student health screening and testing in compliance with the rules and regulations of the school district.
- Participate in providing appropriate health education to students, their families, community members and school staff.
- Participate in health-related activities provided by the National School District.
- Assist in identifying the health needs of the District's students and their families and participate as appropriate in the collaboration of the health team to meet these needs.
- Provides medical procedures for students in school settings. Will receive appropriate training and supervision for medical procedures by district RN and/or district School Nurse.



## **EXHIBIT B**

### **TOTAL PROJECTED ANNUAL COST**

#### **The District Shall Compensate Rady Children's for Services Provided Under this Agreement as Follows:**

##### **A. Fluctuations in Costs**

As set forth in section 3.3 of this Agreement, the parties agree and acknowledge that the total projected annual cost, as set forth below, of salaries, benefits, malpractice insurance and the 5% administrative fee, may fluctuate depending on the number of health team members assigned to the District and the number of hours actually worked by each member of the health team to provide services under this Agreement.

The total projected annual cost shall be approved by the District prior to each year of the term of this Agreement.

A written amendment to this Agreement shall be executed if changes in the number of health team members and/or hours actually worked by health team members results in an increase of more than 10% of the "total projected annual cost" from the approved annual budget projection that is submitted annually.

##### **B. Salaries**

The actual salary of each health team member shall be calculated based on the hourly pay rate multiplied by the total number of hours worked at the District, and shall include accrued paid leave earned. The projection for salaries, including individual hourly rates, projected hours worked and projected total cost shall be submitted to the District no later than May 15 of each year to be approved for the next school year. Increases to hourly rates used to calculate total salary shall be given at the discretion of Rady Children's Hospital and subject to approval by the District based on budget and funding.

Accrued paid leave and projected annual salary shall be calculated using the following:

- Nurse Supervisor  
20 hours/week x 52 weeks
- Credentialed School Nurse  
40 hours/week x 42 weeks/year
- 2 x Registered Nurses  
40 hours/week x 42 weeks/year  
28 hours/week x 42 weeks/year

- 11 x School Health Assistants (“SHA”) – the total number of SHA’s assigned to the District may be altered based on District needs

36 hours/week x 40 weeks/year x 9 SHA

37.5 hours/week x 47 weeks/year (x 1 SHA at the preschool)

40 hours/week x 40 weeks/year (x1 Lead SHA)

**C. Benefits:**

The actual cost of benefits for each health team member shall be calculated based on a percentage of their total compensation paid under this Agreement as follows:

- Nurse Supervisor  
30% of total compensation
- Credentialed School Nurse  
30% of total compensation
- 2 x Registered Nurses  
30% of total compensation
- 11 x School Health Assistants - the total number of SHA’s assigned to the District may be reduced based on District needs  
30% of total compensation

**D. Malpractice Insurance Cost:**

- Nurse Supervisor  
\$408 per year
- Credentialed School Nurse  
\$89 per year
- Registered Nurse  
\$89 per year x 2 = \$178
- School Health Assistants  
\$47 per year x 11 SHA = \$517

**Total Projected Annual Cost of Malpractice Insurance:                   \$1,192**

**Edra. Total Projected Annual Costs**

Total Projected Annual Cost shall reflect earned salaries based on hours of planned work, accrual of paid leave, benefits, malpractice coverage and an administrative fee of 5%. The projected total is subject to approval of the District and shall be approved on an annual basis.

Agenda Item: **15.B. Approve contract #CT3854 Memorandum of Understanding with San Diego County Superintendent of Schools to provide a Multilingual California Project Grant for the National School District 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 access to services provided by the grant Multilingual California Project (MCAP), approved by the Governing Board on May 12, 2021. This grant provides training and support to school districts aimed at improving instruction and services for English learners.

The Memorandum of Understanding (MOU) terms includes options for professional learning and resources embedded within the grant.

The San Diego County Superintendent of Schools (SDCOE) will provide the National School District up to \$11,000 per year to support any reasonable and necessary expenses in adherence to the scope and intent of the grant.

Comments: The San Diego County Superintendent of Schools (SDCOE) will compensate the National School District up to \$11,000 per year.

Recommended Motion: Approve contract #CT3854 Memorandum of Understanding with San Diego County Superintendent of Schools to provide a Multilingual California Project Grant for the National School District for the 2021-2022 school year.

Financial Impact: Revenue: Up to \$11,000  
Additional staffing cost: \$0  
Other costs: \$0  
General Fund

Attachments:  
CT3854

## Consultant Agreement

SDCOE Agreement No. \_\_\_\_\_

This Consultant Agreement, for the provision of services is entered into this 1st day of July, 2021 by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and NATIONAL ELEMENTARY SCHOOL DISTRICT (hereinafter referred to as "Consultant") who agrees to provide the following services to the SDCOE:

### 1. Scope of Services.

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

### 2. Term of Agreement.

This Agreement shall be effective from the period commencing July 1, 2021 and ending June 30, 2022 unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Consultant shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Consultant received from SDCOE or produced for SDCOE for the purposes of this Agreement.

### 3. Termination.

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

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

### 4. Compensation and Reimbursement.

The SDCOE will compensate Consultant at a rate of \$11,000 not to exceed a total of ELEVEN THOUSAND DOLLARS (\$11,000). Consultant understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

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

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

### 5. Confidential Relationship.

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

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

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

#### **6. Public Records Act.**

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

#### **7. Ownership of Documents.**

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

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

#### **8. Fund Availability**

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

#### **9. Data Privacy and Protection**

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

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

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

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

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

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

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

#### **10. No Assignments.**

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

#### **11. Audit.**

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

#### **12. Independent Contractor.**

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

#### **13. Licenses, Permits, Etc.**

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

#### **14. Consultant's Insurance.**

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

Required Amounts of Insurance:

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

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

**15. Workers' Compensation.**

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

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

**16. Tuberculosis Clearance.**

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

**17. Pupil Safety/School Safety Act.**

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

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

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

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

The above determination is made by \_\_\_\_\_



Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (SDCOE Program Manager/Director)

### **18. Indemnification.**

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

### **19. Tobacco-Free Facility.**

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

### **20. Notices.**

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

SDCOE:                    Learning and Leadership Services, 321S  
 6401 Linda Vista Rd  
 San Diego, CA 92111  
 858-295-8910  
 sandra.walden@sdcoe.net

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

Consultant:            National Elementary School District  
 Dr. Leighangela Brady, Superintendent  
 1500 N Ave.  
 National City, CA 91950  
 lbrady@nsd.us

### **21. Amendment.**

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

**22. Governing Law/Venue.**

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

**23. Compliance with Law.**

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

**24. Debarment, Suspension or Ineligibility Clause.**

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

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

**25. Final Approval.**

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

**26. Employment with Public Agency and Retirees.**

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

**27. Counterparts.**

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

**28. Entire Agreement.**

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

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

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

**CONSULTANT**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

Deputy Superintendent, Chief Business Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A SPECIAL PROVISIONS

### A. Scope of Services.

The DISTRICT agrees to assign district and site administrator leaders to guide the Multilingual California Project (MCaP) work at the LEA level.

District and Site Administrator Leader Responsibilities will:

#### **Year 1 (school year 2020-2021)**

- Identify schools to participate in MCaP
- Attend virtual statewide MCaP Summit
- Recruit & identify teachers, paraeducators, administrators and families to receive MCaP innovation professional learning (adapted for the distance and hybrid learning context) and Liberatory Design coaching. This professional learning and coaching will support the district to further develop and expand biliteracy/English Learner options
- Confirm the participation of educators and parents in MCAP Stage 2 Innovation professional learning
- Participate in a virtual statewide MCaP Summit
- Participate in monthly leadership network meetings (“charlas”)
- Maintain regular communication with MCAP Alliance SDCOE Lead
- Participate in the MCAP project evaluation by completing short surveys and consent forms to collect data regarding participation in the grant
- Access innovation resources and tools via the MCaP website
- Disburse funding for professional learning and teacher participation in MCaP innovations and activities

#### **Year 2 (school year 2021-2022)**

- Attend a virtual statewide MCaP Summit
- Continue to develop and apply knowledge around Liberatory Design
- Continue MCaP innovation professional learning and coaching identified in Years 1 and 2 for teachers, paraeducators, administrators, and families
- Receive continuous leadership coaching and support to further develop and expand biliteracy/English Learner options
- Participate in network meetings (“charlas”)
- Participate in the MCaP project evaluation by completing short surveys and consent forms to collect data regarding participation in the grant
- Access innovation resources and tools via the MCaP website
- Disburse funding for professional learning and teacher participation in MCaP innovations and activities, substitutes and travel
- Consider participation in Year 3 for systemic implementation of Liberatory Design and Multilingual Innovations

#### **Year 3 (school year 2022-2023)**

- Attend a virtual statewide MCaP Summit
- Continue to deepen and apply knowledge around Liberatory Design and Innovation implementation
- Continue to engage in leadership coaching and support to further develop and expand biliteracy/English Learner options
- Participate in network meetings (“charlas”)
- Participate in the MCAP project evaluation by completing short surveys and consent forms to collect data regarding participation in the grant
- Access innovation resources and tools via the MCaP website
- Disburse funding for professional learning and teacher participation in MCaP innovations and activities, substitutes and travel

Agenda Item: **15.C. Approve contract #CT3861 with T-Mobile for Internet service for hotspot devices for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will allow National School District to continue to provide Internet service for the 657 previously purchased T-Mobile hotspot devices for students (identified as not having internet access at home) to engage in outside school learning throughout the 2021-2022 school year.

Comments: In response to the COVID-19 pandemic, National School District previously purchased wireless mobile services and hotspot devices from T-Mobile to provide students access to distance learning from April 2020 - June 2021. In order to continue providing Internet service for students without Internet access at home, T-Mobile will provide unlimited connectivity for the previously purchased 657 hotspot devices for 12 months at a reduced cost from \$20.00 per month per device to \$17.50 per month per device for a total cost of \$137,970.

Recommended Motion: Approve contract #CT3861 with T-Mobile for Internet service for hotspot devices for the 2021-2022 school year.

Financial Impact: Contract cost: \$137,970  
Additional staffing costs: \$0  
Other cost: \$0  
Annual cost  
General Fund- Expanded Learning Opportunity Grant

Attachments:  
CT3861

## T-Mobile for Education Renewal Agreement

This T-Mobile for Education Renewal Agreement (“**Renewal Agreement**”) is effective as of the date the second Party signs this Agreement below (“**Renewal Agreement Effective Date**”), and is by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and National School District, a(n) California School District with its principal place of business at 1500 N Ave, National City, CA 91950 (“**Customer**”).

T-Mobile and Customer are parties to the following T-Mobile for Education agreement (the “**Original Agreement**”):

T-Mobile for Education Covid-19 Agreement (Hotspot), dated August 19, 2020 (T-Mobile CLM# 887935)

T-Mobile and Customer desire to renew their Original Agreement in accordance with the terms and conditions of this Renewal Agreement. The Original Agreement and the Renewal Agreement are collectively the “**Renewed Agreement**.”

### AGREEMENT

**1. Renewal Term.** The parties agree that the term of the Original Agreement is renewed for the following renewal period after the expiration date of the Original Agreement (“**Renewal Term**”):

One (1) year, starting on August 15, 2021 and ending on August 14, 2022.

Notwithstanding anything to the contrary in the Original Agreement or this Renewal Agreement, the Renewed Agreement will remain in effect until each active line of Service under the Original Agreement or this Renewal Agreement has completed its minimum service term. In addition, following the expiration of the Renewal Term, T-Mobile will continue to provide the Services to Customer under the pricing and discounts set forth in the Renewed Agreement, or, with 30 days’ advance notice to Customer, at standard list pricing, until either party provides 30 days’ advance written notice to terminate the Services.

**2. Renewal of Service/Devices.** Customer activated a total of 200 lines of Service (“**Original Line Number**”) and purchased/received a total of 200 Devices (“**Original Device Number**”) pursuant to the Original Agreement. This Renewal Agreement applies to the following portions of the Original Line Number and Original Device Number:

The entire Original Line Number and entire Original Device Number (Customer will not receive any new/replacement subsidized Devices in connection with this Renewal Agreement)

#### **Total Customer Commitment for All Services Provided under the Renewal Agreement:**

<b>Total # of Lines of Service</b>	<b>MRC/Line-Rate Plan<sup>1</sup></b>	<b>Term Length (months)</b>	<b>Total Service Charge for Renewal Term</b>	<b>Total Subsidy Amount to Customer</b>	<b>Total Customer Commitment for Service for Renewal Term<sup>2</sup></b>
200	\$20 (\$17.50 per month per line of Service after Service Credit)	12	\$42,000	\$0	\$42,000

<sup>1</sup>T-Mobile will provide Customer a Service Credit of \$2.50 per line per month during the 12 month Term as follows: \$20 - \$2.50 = \$17.50 MRC. Total Service Credit Amount for the Term of the Agreement: 200 Lines \* \$2.50 \* 12 months = \$6,000.

<sup>2</sup>Total Customer Commitment for Service for Renewal Term is equal to the Total Service Charge for the Renewal Term subtracted from the Total Subsidy Amount to Customer.

3. **Prepayment.** Customer may, at its option, prepay in whole or in part Customer’s total fee commitment for Services and Devices for the Renewal Term. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer’s compliance with all applicable Federal, State and Local funding source and procurement laws, rules and regulations (including, without limitation, laws, rules and regulations under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Customer represents and warrants compliance with the same.

4. **Emergency Connectivity Fund; SPI Invoicing.** If Customer is participating in the Emergency Connectivity Fund (ECF) program in connection with this Renewed Agreement, Customer is solely responsible for ensuring Customer’s compliance with all applicable ECF program-related laws, rules, regulations and terms and conditions of participation. Additionally, if Customer has requested that T-Mobile invoice the federal government for reimbursement of the discountable amounts of the ECF equipment and services (i.e., the SPI invoicing method), Customer has read and agrees to the terms and conditions of the Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation attached as Exhibit A.

5. Except as modified by this Renewal Agreement, all terms and conditions of the Original Agreement will remain in full force and effect during the Renewal Term. All terms not defined herein will have the meaning given to them in the Original Agreement. In the event of a conflict between the terms of this Renewal Agreement and the Original Agreement, the terms of this Renewal Agreement will control.

This Renewal Agreement is executed by each party’s authorized representative as of the Renewal Agreement Effective Date.

<b>Customer:</b>	<b>Contractor: T-Mobile USA, Inc.</b>
Signature:	Signature:
Printed Name: Arik Avanesyans	Printed Name: David Bezzant
Title:	Title: Vice President, T-Mobile for Government
Date:	Date:
	Reviewed and Acknowledged:  T-Mobile USA, Inc. Legal Representative

**EXHIBIT A**  
**Emergency Connectivity Fund**  
**Service Provider Invoice (SPI) Affirmation**

T-Mobile U.S. Inc. (NASDAQ: TMUS) America's supercharged Un-carrier, is participating in the Emergency Connectivity Fund (ECF), a \$7.17 billion, federally funded, program that will help schools and libraries close the Homework Gap by providing funding for the reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students, school staff, and library patrons in need during the COVID-19 pandemic.

ECF allows for participating schools and libraries to seek reimbursements for eligible service and equipment either directly from the government (BEAR invoicing method) or by requesting that the service provider invoice the government (SPI invoicing method). T-Mobile is participating in the SPI invoicing method for this program.

**If requested to do so by the school or library, T-Mobile is willing to invoice the federal government rather than the school or library for payment.** You must specify at the application stage which invoicing method you would like to use. If your school or library would like to use the SPI invoicing method, you must also submit evidence of T-Mobile's willingness, and may use this statement as an affirmation that T-Mobile is participating in SPI when completing your Form 471. We affirm our willingness to participate in the SPI invoicing method subject to the following:

Prior to the start of service and receipt of equipment, if any, Customers who select the SPI invoicing method will enter into and execute an applicable T-Mobile services contract for the provision of ECF broadband connectivity services. T-Mobile will file the SPI Form to request reimbursement for the discountable amounts of the ECF eligible equipment and services. Customer is responsible for all charges related to any ineligible equipment and services or services obtained but not contained in the description of the service commitment request or decision. Until the Universal Service Administrative Co. (USAC) has issued a funding commitment, Customer agrees to pay the balance in full as billed by T-Mobile. Customer must elect SPI to be billed only the non-discounted portion. Customer account credits applied may be estimates subject to true-up in a later billing period. Customer is responsible for all charges incurred until and unless ECF funding is approved and disbursed by USAC, at which time Customer will remain responsible for all ineligible services, feature charges, and any other ECF program amounts unfunded, including equipment. Also, Customers who chose the SPI invoicing method should be aware that if ECF funding ends before the term of their services contract, they will be subject to the agreed rate of service for the remainder of the contract, net of any subsidy.

For more information about ECF, please refer to the [FCC ECF](#) or [USAC ECF](#) websites.

**T-Mobile SPIN #:143026181**

**T-Mobile FRN #: 0004121760**

**T-Mobile DUNS #: 06-852-8376**

**T-Mobile Tax ID: 91-1983600**



Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Approve consultant contract #CT3847 with SWING Education to provide substitutes and tutoring services for the 2021-2022 school year.**

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

Quick Summary / Abstract: Swing Education contracts with school districts to fill absences by providing substitutes.

This contract will allow National School District to pay for substitutes for professional development for teachers to support achievement and mitigate learning loss as a result of COVID-19. Additionally, the item will provide access to in-person and/or virtual tutoring services.

Expanded Learning Opportunities Grant Funds will be used to pay for services rendered under this contract. National School District will only pay for services provided and invoiced.

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

Inclusive rates:

-Long-term substitute rate: \$278.00

-Daily substitute rate: \$198.77

Recommended Motion: Approve consultant contract #CT3847 with SWING Education to provide substitutes and tutoring services for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$300,000  
Additional staffing cost: \$0  
Other costs: \$0  
One time Cost  
General Fund

Attachments:  
CT3874



## Swing Education Platform & Services Agreement - Tutoring & Instructional Support

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

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

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

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



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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

*[Signature Page Follows]*



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

**SWING EDUCATION, INC.**

*Michael Teng*

Michael Teng  
CEO

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

Email:  
mike@swingeducation.com

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

**SCHOOL:**

\_\_\_\_\_

Name:

Title:

Date:

Email:

Address:



## Exhibit A: Payment Options

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

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

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

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





## Appendix A: Standard Terms

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

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

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

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



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

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



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

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

### 3. General Provisions

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



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

Agenda Item: **16.B. Approve increased rate of pay for substitute teachers.**

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

Quick Summary / Abstract: In order to retain substitute teachers, National School District wishes to increase the substitute rate of pay from \$143 to \$185 for General Education classes, \$153 to \$195 for Special Education classes, \$153 to \$195 for long term substitutes and \$200 for substitutes who work for National School District past fifty (50) days annually. National School District has had a difficult time retaining substitutes because of increased pay at other districts.

Recommended Motion: Approve increased rate of substitutes.

Financial Impact: Increase of \$42 for General Education classroom substitutes  
Increase of \$52 for Special Education classroom substitutes  
Increase of \$52 for Long Term substitutes  
Increase of \$57 for substitutes who work for National School District past fifty (50) days annually  
Ongoing cost  
General Fund

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Presentation and acceptance of the GASB No.75 Actuarial Valuation Report for the National School District Other Post-Employment Benefits.**

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

Quick Summary / Abstract: National School District is required to conduct a full actuarial valuation at least every two years and roll-forward valuation every other fiscal year.

This year, National School District's GASB 75 (formerly GASB 45) Other Post-Employment Benefits actuarial study was conducted by Nyhart Actuary & Employee Benefits. Nyhart will give a brief presentation to the Governing Board and answer any questions regarding the study.

Comments: The term "post-employment benefits" refers to benefits earned during employment but used after employment has ended. The most common example of post-employment benefits, other than pensions, is retiree health benefits.

In 2008 the Governmental Accounting Standards Board (GASB) pronouncement No.45 established standards for governmental agencies to report their costs and obligations relating to other post-employment benefits. Until implementation of GASB 45, school districts have not been required to set funds aside to pay for future retiree health benefits. GASB 45 proposed to change this by requiring school district so report this unfunded liability in their audited financial statements.

Prior to 2017-18, as required by GASB 45, every two years, school districts are required to perform an evaluation of its other post-employment benefits (OPEB), excluding pensions, for active and retired employees. Beginning in fiscal year 2017-18, GASB 45 was superseded by GASB 75, and the latter became effective. GASB 75 requires a full actuarial valuation at least every two years; roll-forward valuation can be done every other fiscal year if there are no significant changes to planned or covered groups. The measurement date (actuarial valuation date) must be June 30 of each fiscal year.

Recommended Motion: Accept the GASB No.75 Actuarial Valuation Report for the National School District Other Post-Employment Benefits.

Attachments:  
GASB 75 Report



# GASB 75 INTERIM ACTUARIAL VALUATION

## Fiscal Year Ending June 30, 2021

# NATIONAL SCHOOL DISTRICT

### CONTACT

**John Mallows, FSA, MAAA**  
john.mallows@nyhart.com

### ADDRESS

**Nyhart**  
8415 Allison Pointe Blvd. Suite 300  
Indianapolis, IN 46250

### PHONE

General (317) 845-3500  
Toll-Free (800) 428-7106  
Fax (317) 845-3654

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**May 21, 2021**

**Arik Avanesyans  
National School District  
1500 N Avenue  
National City, CA 91950**

This report summarizes the interim GASB actuarial valuation for the National School District 2020/21 fiscal year. To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75 (Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions).

The information presented herein is based on the actuarial assumptions and substantive plan provisions summarized in this report and participant information furnished to us by the Plan Sponsor. We have reviewed the employee census provided by the Plan Sponsor for reasonableness when compared to the prior information provided but have not audited the information at the source, and therefore do not accept responsibility for the accuracy or the completeness of the data on which the information is based. When relevant data may be missing, we may have made assumptions we feel are neutral or conservative to the purpose of the measurement. We are not aware of any significant issues with and have relied on the data provided.

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart. In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan. All calculations have been made in accordance with generally accepted actuarial principles and practice.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and
- changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement.

To our knowledge, there have been no significant events prior to the current year's measurement date or as of the date of this report that could materially affect the results contained herein.

Neither Nyhart nor any of its employees has any relationship with the plan or its sponsor that could impair or appear to impair the objectivity of this report. Our professional work is in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The undersigned meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Should you have any questions please do not hesitate to contact us.



Suraj M. Datta, FSA, MAAA  
Consulting Actuary



John Mallows, FSA, MAAA  
Valuation Actuary

# Executive Summary

## National School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

### Summary of Results

Presented below is the summary of GASB 75 results for the fiscal year ending June 30, 2021 compared to the prior fiscal year as shown in the District's Notes to Financial Statement.

	FY 2019/20		FY 2020/21	
<b>Actuarial Value of Assets</b>	\$	0	\$	0
<b>Funded Ratio</b>		0.0%		0.0%

	FY 2019/20		FY 2020/21	
<b>OPEB Expense</b>	\$	1,351,806	\$	1,285,239
<b>Annual Employer Contributions</b>	\$	733,982	\$	641,576

	FY 2019/20		FY 2020/21	
<b>Discount Rate</b>		2.92%		2.12%
<b>Expected Return on Assets</b>		N/A		N/A

# GASB Disclosures

National School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

## Schedule of Changes in Net OPEB Liability and Related Ratios

OPEB Liability	FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18
<b>Total OPEB Liability</b>				
Total OPEB Liability - beginning of year	\$ 14,006,031	\$ 15,413,028	\$ 15,011,197	\$ 14,108,614
Service cost	1,094,647	1,039,765	1,088,861	1,053,567
Interest	431,640	611,260	527,954	497,078
Change of benefit terms	0	0	0	0
Changes in assumptions	803,515	408,413	(534,519)	0
Differences between expected and actual experience	(221,811)	(2,732,453)	0	0
Benefit payments	(641,576)	(733,982)	(680,465)	(648,062)
Net change in total OPEB liability	\$ 1,466,415	\$ (1,406,997)	\$ 401,831	\$ 902,583
Total OPEB Liability - end of year	\$ 15,472,446	\$ 14,006,031	\$ 15,413,028	\$ 15,011,197
<b>Plan Fiduciary Net Position</b>				
Plan fiduciary net position - beginning of year	\$ 0	\$ 0	\$ 0	\$ 0
Contributions - employer	641,576	733,982	680,465	648,062
Contributions - active employees	0	0	0	0
Net investment income	0	0	0	0
Benefit payments	(641,576)	(733,982)	(680,465)	(648,062)
Trust administrative expenses	0	0	0	0
Net change in plan fiduciary net position	\$ 0	\$ 0	\$ 0	\$ 0
Plan fiduciary net position - end of year	\$ 0	\$ 0	\$ 0	\$ 0
<b>Net OPEB Liability - end of year</b>	<b>\$ 15,472,446</b>	<b>\$ 14,006,031</b>	<b>\$ 15,413,028</b>	<b>\$ 15,011,197</b>
Plan fiduciary net position as % of total OPEB liability	0.0%	0.0%	0.0%	0.0%
Covered employee payroll	\$ 36,625,298	\$ 36,993,539	\$ 33,246,000	\$ 33,246,000
Net OPEB liability as % of covered payroll	42.2%	37.9%	46.4%	45.2%

# GASB Disclosures

National School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

## OPEB Expense

OPEB Expense	FY 2020/21	FY 2019/20
Discount Rate		
Beginning of year	2.92%	3.80%
End of year	2.12%	2.92%
Service cost	\$ 1,094,647	\$ 1,039,765
Interest	431,640	611,260
Change of benefit terms	0	0
Projected earnings on OPEB plan investments	0	0
Reduction for contributions from active employees	0	0
OPEB plan administrative expenses	0	0
Current period recognition of deferred outflows / (inflows) of resources		
Differences between expected and actual experience	\$ (295,426)	\$ (273,245)
Changes in assumptions	54,378	(25,974)
Net difference between projected and actual earnings on OPEB plan investments	0	0
Total current period recognition	\$ (241,048)	\$ (299,219)
Total OPEB expense	\$ 1,285,239	\$ 1,351,806

# GASB Disclosures

## National School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

### Deferred Outflows / (Inflows) of Resources

Deferred Outflows / (Inflows) of Resources represents the following items that have not been recognized in the OPEB Expense:

1. Differences between expected and actual experience of the OPEB plan
2. Changes of assumptions
3. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)

The initial amortization period for the first two items noted above is based on expected future service lives while the difference between the projected and actual earnings in OPEB plan investment is amortized over five years. All balances are amortized linearly on a principal only basis and new bases will be created annually for each of the items above.

Differences between expected and actual experience for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2021
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ 0	N/A	\$ 0	\$ 0
June 30, 2020	\$ (2,732,453)	10	\$ (273,245)	\$ (2,185,963)
June 30, 2021	\$ (221,811)	10	\$ (22,181)	\$ (199,630)

Changes in assumptions for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2021
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ (534,519)	8	\$ (66,815)	\$ (334,074)
June 30, 2020	\$ 408,413	10	\$ 40,841	\$ 326,731
June 30, 2021	\$ 803,515	10	\$ 80,352	\$ 723,163

# GASB Disclosures

National School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

## Deferred Outflows / (Inflows) of Resources (Continued)

Net Difference between projected and actual earnings in OPEB plan investments for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2021
June 30, 2019	\$ 0	N/A	\$ 0	\$ 0
June 30, 2021	\$ 0	N/A	\$ 0	\$ 0
<b>As of fiscal year ending June 30, 2021</b>		<b>Deferred Outflows</b>	<b>Deferred Inflows</b>	
<b>Total</b>		<b>\$ 1,746,601</b>	<b>\$ (2,719,667)</b>	

## Annual Amortization of Deferred Outflows / (Inflows)

The balances as of June 30, 2021 of the deferred outflows / (inflows) of resources will be recognized in OPEB expense in the future fiscal years as noted below. Balances shown below do not include the recognition of any deferred outflows for contributions subsequent to the measurement date.

FYE	Balance
2022	\$ (241,048)
2023	\$ (241,048)
2024	\$ (241,048)
2025	\$ (241,048)
2026	\$ (241,047)
Thereafter	\$ (464,534)

# GASB Disclosures

## National School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

### Sensitivity Results

The following presents the Net OPEB Liability as of June 30, 2021, calculated using the discount rate assumed and what it would be using a 1% higher and 1% lower discount rate.

- The current discount rate is 2.12%.
- The 1% decrease in discount rate would be 1.12%.
- The 1% increase in discount rate would be 3.12%.

As of June 30, 2021	Net OPEB Liability
1% Decrease	\$ 16,506,735
Current Discount Rate	\$ 15,472,446
1% Increase	\$ 14,471,981

The following presents the Net OPEB Liability as of June 30, 2021, using the health care trend rates assumed and what it would be using 1% higher and 1% lower health care trend rates.

- The current health care trend rate starts at an initial rate of 6.00%, decreasing to an ultimate rate of 5.00%.
- The 1% decrease in health care trend rates would assume an initial rate of 5.00%, decreasing to an ultimate rate of 4.00%.
- The 1% increase in health care trend rates would assume an initial rate of 7.00%, decreasing to an ultimate rate of 6.00%.

As of June 30, 2021	Net OPEB Liability
1% Decrease	\$ 13,673,103
Current Trend Rates	\$ 15,472,446
1% Increase	\$ 17,591,254



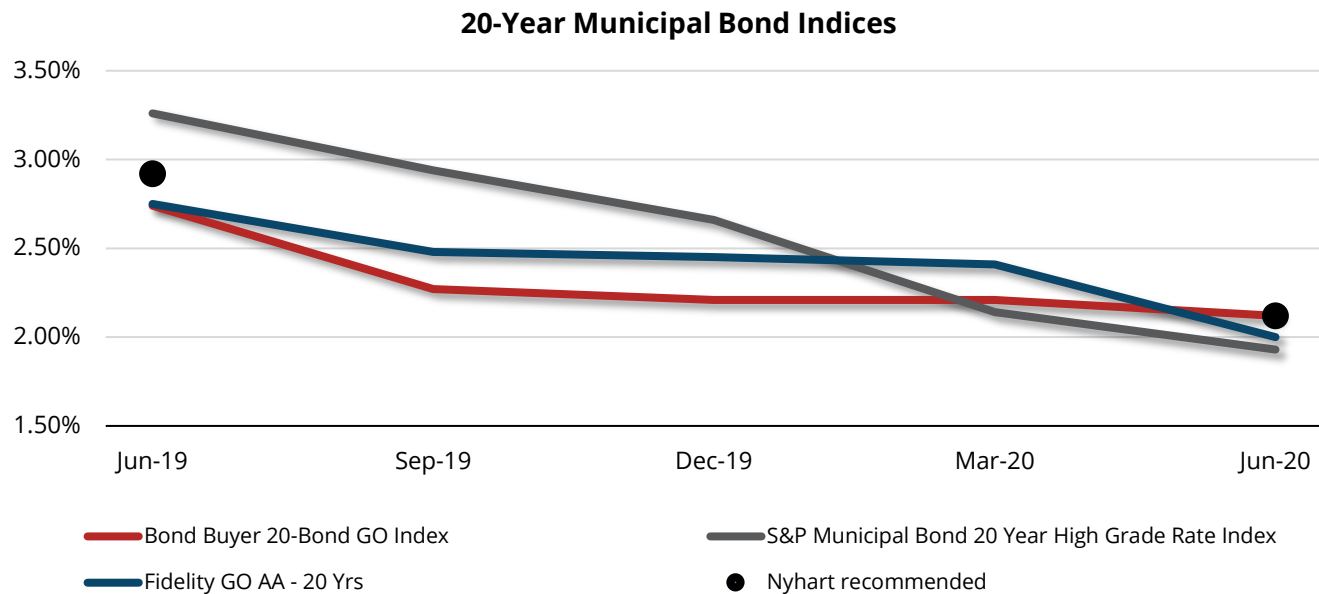
# Discussion of Discount Rates

## National School District GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Under GASB 75, the discount rate used in valuing OPEB liabilities for unfunded plans as of the Measurement Date must be based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA /Aa or higher (or equivalent quality on another rating scale).

For the current valuation, the discount rate was selected from the range of indices as shown in the table below, where the range is given as the spread between the lowest and highest rate shown.

	Bond Buyer Go 20 Bond Municipal Bond Index	S&P Municipal Bond 20 Year High Grade Rate Index	Fidelity 20 Year Go Municipal Bond Index	Bond Index Range	Actual Discount Rate Used
Yield as of January 1, 2020	2.74%	3.26%	2.75%	2.74% - 3.26%	<b>2.92%</b>
Yield as of December 31, 2020	2.12%	1.93%	2.00%	1.93% - 2.12%	<b>2.12%</b>



# Actuarial Methods and Assumptions

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## National School District GASB 75 Valuation for Fiscal Year Ending June 30, 2021

For a complete summary of actuarial methods and assumptions, refer to the GASB 75 actuarial valuation report for the fiscal year ending June 30, 2020.

### Measurement Date

For fiscal year ending June 30, 2021, a December 31, 2020 measurement date was used.

### Actuarial Valuation Date

January 1, 2020 with results actuarially projected on a “no gain / no loss” basis to get to the December 31, 2020 measurement date. Liabilities as of July 1, 2019 are based on an actuarial valuation date of July 1, 2019 with no adjustments.

### Benefit Payments

OPEB plan benefit payments made subsequent the measurement date of December 31, 2020 are recognized as a deferred outflow of resources in the fiscal year ending June 30, 2020 financial reporting period. An offsetting cash credit adjustment for benefits paid during the fiscal year is made in the Plan Sponsor’s journal entries. This adjustment is not explicitly shown in the GASB 75 report. The OPEB benefit payments subsequent the measurement date of June 30, 2020 will be reflected in the Plan Sponsor’s Schedule of Changes in Net OPEB Liability disclosure in the FY 2021/22 reporting period.

### Discount Rate

2.12% as of December 31, 2020 and 2.92% as of January 1, 2020 for accounting disclosure purposes. This is based on the yields for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale).

For the current valuation, the discount rate was selected as the maximum of the range of discount rates shown in the table on page 12, which is consistent with Nyhart’s standards of practice for discount rate selection. The discount rate used in the prior valuation used an average of the three municipal bond indices listed on page 12 as of the January 1, 2020 measurement date.

### Payroll Growth

2.75% per year plus Merit Scale

### Inflation Rate

2.75% per year

### Cost Method

Allocation of Actuarial Present Value of Future Benefits for services prior and after the Measurement Date was determined using Entry Age Normal Level % of Salary method where:

- Service Cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant’s benefit at retirement; and
- Annual Service Cost is a constant percentage of the participant’s salary that is assumed to increase according to the Payroll Growth.

# Actuary's Notes

## National School District GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Interim year valuation results have been projected from the prior year's valuation with adjustments for actual premium increases from 2020 to 2021. Making this change resulted in a decrease in liabilities.

Additionally, we have updated the discount rate assumption based on the yield for 20-year tax-exempt general obligation municipal bonds as of December 31, 2020 (measurement date). The discount rate is 2.12% as of December 31, 2020 and 2.92% as of January 1, 2020. Refer to the Discussion of Discount Rates section for more information on selection of the discount rate. Making this change resulted in an increase in liabilities.

### Premium Rates

Tenthly premium rates for retirees by plan are as shown below

Certificated Plans	Eff. 1/1/2021		Eff. 1/1/2020	
	EE	EE/Spouse	EE	EE/Spouse
Kaiser HMO	\$ 808.00	\$ 1,598.00	\$ 758.00	\$ 1,497.00
UHC Network 1	\$ 908.00	\$ 1,780.00	\$ 883.00	\$ 1,730.00
UHC Network 2	\$ 1,187.00	\$ 2,335.00	\$ 1,154.00	\$ 2,269.00
UHC Alliance	\$ 951.00	\$ 1,850.00	\$ 924.00	\$ 1,797.00

Classified Plans	Eff. 1/1/2021		Eff. 1/1/2020	
	EE	EE/Spouse	EE	EE/Spouse
Kaiser HMO	\$ 808.00	\$ 1,598.00	\$ 758.00	\$ 1,497.00
UHC Network 1	\$ 908.00	\$ 1,780.00	\$ 883.00	\$ 1,730.00
UHC Network 2	\$ 1,232.00	\$ 2,419.00	\$ 1,197.00	\$ 2,351.00
UHC Alliance	\$ 951.00	\$ 1,850.00	\$ 924.00	\$ 1,797.00

# Appendix

## National School District GASB 75 Valuation for Fiscal Year Ending June 30, 2021

### Valuation Results Summary

Below is the summary of the GASB results for fiscal year ending June 30, 2021 based on the Entry Age Normal Level % of Pay cost method with a discount rate of 2.12%.

Present Value of Employer Contributions	Explicit	Implicit	Total
Active	\$ 21,787,639	\$ 13,814,260	\$ 35,601,899
Retirees	\$ 944,879	\$ 602,731	\$ 1,547,610
<b>Total</b>	<b>\$ 22,732,518</b>	<b>\$ 14,416,991</b>	<b>\$ 37,149,509</b>

Total (Accrued) OPEB Liability	Explicit	Implicit	Total
Active	\$ 8,521,717	\$ 5,403,119	\$ 13,924,836
Retirees	\$ 944,879	\$ 602,731	\$ 1,547,610
<b>Total</b>	<b>\$ 9,466,596</b>	<b>\$ 6,005,850</b>	<b>\$ 15,472,446</b>

Projected Employer Contributions Fiscal Period Ending June 30,	Explicit	Implicit	Total
2021	\$ 399,249	\$ 242,327	\$ 641,576
2022	\$ 430,975	\$ 265,732	\$ 696,707
2023	\$ 470,931	\$ 293,409	\$ 764,340
2024	\$ 497,210	\$ 298,258	\$ 795,468
2025	\$ 536,466	\$ 336,721	\$ 873,187
2026	\$ 531,426	\$ 343,320	\$ 874,746
2027	\$ 555,828	\$ 357,428	\$ 913,256
2028	\$ 598,341	\$ 383,978	\$ 982,319
2029	\$ 661,754	\$ 421,459	\$ 1,083,213

Agenda Item: **17.B. Approve contract #CT3651 for Bid #18-19-193 to Diamond Jack Enterprises, for Fresh Fruit and Vegetables.**

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

Quick Summary / Abstract: On May 8, 2019 the Board authorized the administration to advertise for Fresh Fruits and Vegetables. Contract #CT3651 for Fresh Fruits and Vegetables was approved by the Governing Board on August 7, 2019. The contract contains a clause for renewals of up to two years. This will be the last of two allowable renewals.

Comments: Diamond Jack Enterprises has been providing fresh produce to the District for many years and has an excellent reputation for service. Additionally, they have been very cooperative in the District's continuing efforts to feature locally grown produce.

Recommended Motion: Approve contract #CT3651 for Bid #18-19-193 to Diamond Jack Enterprises, for Fresh Fruit and Vegetables.

Financial Impact: Contract cost: Not to exceed \$350,000  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
Cafeteria Fund

Attachments:  
CT3651  
CT3651 Extension

## **CONTRACT AGREEMENT CT3651**

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of August, 2019, by and between the National School District, San Diego County, California, hereinafter called the District, and Diamond Jack Enterprises, hereinafter called the Vendor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

### **1. THE CONTRACT DOCUMENTS**

The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, The Accepted Bid, the General Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents or the Contract.

### **2. THE MATERIALS AND SUPPLIES**

The Vendor agrees to furnish the item or items of the stated bid listed herein and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications, and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective District. It is understood by the Vendor that all items or service will be promptly delivered to the District.

### **3. TERMINATION FOR BREACH**

If the said Vendor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

### **4. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

### **5. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES**

Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump-sum proposal from the Vendor.
- b. By unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

**6. HOLD HARMLESS**

The Vendor agrees to save harmless, defend, and to indemnify the Owner from every claim of demand, which may be made by reason of:

- a) Any injury to person or property sustained by the Vendor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, however caused; and
- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or any person, firm, or corporation directly, or indirectly employed by his upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work, the Vendor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

**7. THE DISTRICT'S INSPECTOR**

All items shall be subject to the inspection of the ordering District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.

**8. REMOVAL OF REJECTED ITEMS**

All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

**9. DELAY DUE TO UNFORESEEN OBSTACLES**

The parties to this Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

**10. ASSIGNMENT OF CONTRACT**

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

**11. ATTORNEYS' FEES**

If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

**12. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT**

While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.

**13. PERMITS AND LICENSES REQUIRED OF THE VENDOR**

The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

**14. CONDITIONAL BID**

The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the

original bid document.

15. CONTRACT EXTENSION

The Governing Board reserves the right to award this contract for one and/or two additional years, provided all original conditions have been met to the satisfaction of the District.

16. COMPONENT PARTS OF THE CONTRACT.

The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Calling for Bids  
Information for Bidders  
Bid Form, as accepted  
Noncollusion Affidavit  
Renewal Clause  
Bid Proposal Form  
Instructions for Bid Form  
Agreement

Bid Bond  
Vendor's Certificate Regarding Workers' Compensation  
General Conditions  
Appendix A  
Addenda Numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as issued

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first herein before set forth.

VENDOR:

By Diamond Jack Enterprises  
Gilda I. Valdez  
Its Deputy Operations Officer

DISTRICT: National School District

By [Signature]  
Its Asst. Supt. Bus. Svcs.

Governing Board Date 8/7/2019

(Corporate Seal)





Jon Hansen  
Director of Business Support Services

July 8, 2021

Diamond Jack Enterprises  
690 Anita Street, Suite C  
Chula Vista, CA 91911

To Whom It May Concern,

Diamond Jack Enterprises and National School District agree to extend contract #CT3651 for Fresh Fruits and Vegetables. The extension will begin July 8, 2021 and continue through June 30, 2022. All terms and conditions will remain in effect in their entirety.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first herein before set forth.

**VENDOR:**

**DISTRICT:** National School District

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Governing Board Date \_\_\_\_\_

**NATIONAL SCHOOL DISTRICT**  
**CHILD NUTRITION SERVICES • PURCHASING • WAREHOUSE**  
1500 'N' Avenue • National City, CA 91950 • (619) 336-7730 • Fax (619) 336-7531 • <http://nsd.us>

*Creating Successful Learners... Now*

Agenda Item: **17.C. Approve contract #CT3849 with Dannis Woliver Kelley Attorneys at Law (DWK), to provide bond and disclosure counsel legal services.**

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

Quick Summary / Abstract: In November 2016 General Obligation Bond Measure HH was approved. At that time Dannis Woliver Kelley Attorneys at Law (DWK), were selected to provide Bond Issuance Services. The District would like to continue using DWK to provide bond and disclosure counsel legal services associated with the issuance and sale of bonds for Measure HH.

Comments: Bond services will be billed at a rate of \$325 per hour for attorneys and \$120 per hour for paralegals, plus DWK's out-of-pocket expenses.

Recommended Motion: Approve contract #CT3849 with Dannis Woliver Kelley Attorneys at Law (DWK), to provide bond and disclosure counsel legal services.

Financial Impact: Contract cost: Not to exceed \$58,000  
Additional staffing cost: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3849

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **NATIONAL SCHOOL DISTRICT**

This Agreement is made and entered into as of July 1, 2021 by and between National School District, hereinafter referred to as "District," and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as "Attorney."

WHEREAS, District desires to retain Attorney to provide bond and disclosure counsel legal services associated with the issuance and sale of bonds from Measure HH and other financings as desired.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

#### **A. SCOPE OF WORK AND PAYMENT**

District appoints Attorney to represent, advise, and counsel it from July 1, 2021, and continuing thereafter on bond financings ("Bond Services") during the Term as more specifically described in **Attachment A** hereto, and incorporated herein by reference. Attorney may represent District in other legal matters and provide other services as desired pursuant to a separate Professional Services Agreement. Bond Services shall be compensated in the manner described in **Attachment A**.

The performance of Bond Services rendered prior to the date of this Agreement is hereby ratified and approved.

#### **B. TERM AND TERMINATION**

1. Term. The term of this Agreement shall commence as of its effective date and shall expire on the earlier of (a) the final issuance of Bonds from Measure HH or (b) June 30, 2026. The term may be renewed or extended upon the mutual agreement of the Parties.

2. Termination of Attorney. District may terminate DWK without cause upon 30 days' written notice to Attorney; provided, however, that if District terminates these services after Attorney has rendered Bond Services, then District shall pay Attorney for services rendered, at the rate of \$325 per hour for attorneys and \$120 per hour for paralegals, plus DWK's out-of-pocket expenses.

#### **C. OTHER PROVISIONS**

1. Malpractice Coverage. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

2. Performance of Obligations. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement.

3. Food/Meals. Occasionally Attorney may provide District officials and/or employees with working lunches or meals when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

4. Independent Contractor. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

5. Use of Subconsultants/SubContractors. Attorney uses the services of legal sub-consultants and independent contractors from time to time on finance transactions, including federal taxation specialists, which costs are paid in full by Attorney without additional expense to District. District consents to the use and payment of such sub-consultants or independent contractors at Attorney’s discretion.

6. Conflicts of Interest. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs, other educational entities, and bond underwriters on an occasional basis, conflicts of interest may arise in the course of Attorney’s representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.


IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

NATIONAL SCHOOL DISTRICT

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Janet L. Mueller  
Attorney at Law

\_\_\_\_\_  
May 28, 2021  
Date

**ATTACHMENT "A" –SCOPE OF WORK AND FEES**  
**NATIONAL SCHOOL DISTRICT**

**I. SCOPE OF WORK**

Attorney shall provide the following Bond Services to District with regard to issuance of general obligation bonds from Measure HH, and additional financings as and if requested. Bond Services have two service components: Bond Counsel Services and Disclosure Counsel Services. Disclosure Counsel Services may not be necessary or required on all Bond transactions, depending on the nature of the transaction.

1. Bond Counsel Services. Services to issue bonds ("Bonds") after a successful election ("Bond Counsel Services") will include the following:
  - Consultation with the District and its staff, the County, and the District's municipal advisor concerning the Bonds and the timing, terms and structure of the offering(s);
  - Preparation of the proceedings to authorize the Bonds, including the resolutions of the District Governing Board requesting that the County Board of Supervisors issue the Bonds in the name of the District (if necessary); the resolution of the County Board of Supervisors setting forth the terms and conditions of the Bonds and their form, date, denominations and maturity (if necessary); and preparation of the proceedings for the sale of the bonds by competitive or negotiated sale;
  - Attendance at up to two (2) in-person meetings of the District Governing Board and with the District's municipal advisor and other consultants regarding the issuance and sale of the Bonds, as needed or requested; Coordination of the full finance team as necessary for the review of documents and finance plans;
  - Examination of the proofs of the Bonds, preparation of the final closing papers, organization and conduct of the Bond closing, and the rendering of a final legal opinion at the time of delivery of and receipt of payment for the bonds; Review of post-closing legal compliance requirements with the District.
  
2. Disclosure Counsel Services. Services to assure compliance of the Bonds with federal securities laws ("Disclosure Counsel Services") will include the following:
  - Preparation of the Preliminary Official Statement, the final Official Statement, and continuing disclosure certificate which accompanies the latter, for use in marketing and sale of the bonds;
  - Delivery of a disclosure counsel opinion at closing; and
  - Review of Continuing Disclosure filing status pursuant to MSRB Rule 15c2-12.

## **II. FEES**

### **A. Bond Counsel Services**

For each separate series of general obligation bonds issued during the term of this Agreement, Bond Counsel Services shall be compensated a set fee of \$35,000 per transaction, plus reimbursement of expenses of \$1,500. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond proceeds.

### **B. Disclosure Counsel Services**

For each separate series of Bonds issued during the term of this Agreement, Disclosure Counsel Services shall be compensated a set fee of \$20,000 per transaction, plus reimbursement of expenses of \$1,500. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond proceeds.

### **C. Other Financings**

Attorney shall provide Bond Services on other kinds of financings as needed or requested, subject only to approval of compensation for such services, which fees may be approved by the Superintendent or Assistant Superintendent, Business Services and ratified by the Board of Education with issuance of the Bonds. In the event that District issues more than one series of Bonds simultaneously, Attorney shall discount total fees if Attorney is able to achieve economies in the amount of work performed on simultaneous transactions.

## **III. EXCLUDED SERVICES**

The following additional services are excluded from the Scope of Work and are subject to the payment provisions on an hourly basis or as otherwise agreed by the Parties in writing. These include:

- Questions related to bonds outstanding prior to the date of Attorney's engagement by the District;
- Assistance with the implementation, coordination or administrative support to a citizens' bond oversight committee;
- Post-closing legal advice requiring significant legal research;
- Capital project planning, implementation, construction, and litigation;
- Applications for Private Letter Rulings from the IRS;
- Negotiation of investment contracts;
- In-person participation in rating agency meetings or bond insurance agencies outside California.

Agenda Item: **17.D. Approve contract #CT3850 with Dannis Woliver and Kelley (DWK), Attorneys at Law for legal services.**

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

Quick Summary / Abstract: This agreement between Dannis Woliver and Kelley (DWK) is for legal services provided to the District through June 30, 2022.

Comments: Dannis Woliver and Kelley (DWK) rates are as follows:

Shareholders and Of Counsel = \$265 - \$360 per hour

Special Counsel = \$245 - \$295 per hour

Associates = \$195 - \$260 per hour

Paralegals and Law Clerks = \$130 - \$180 per hour

Gregory J. Dannis = \$425 per hour

Recommended Motion: Approve contract #CT3850 with Dannis Woliver and Kelley (DWK), Attorneys at Law for legal services.

Financial Impact: Contract cost: Cost based on usage according to hourly rates  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
CT3850

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on April 26, 2021, by and between the National School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2021, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred twenty-five dollars (\$425) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

**OTHER CHARGES.** District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.



Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

**BILLING STATEMENT.** Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**CONFLICT OF INTEREST.** In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

**TERMINATION OF CONTRACT.** District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

**COUNTERPARTS.** This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

NATIONAL SCHOOL DISTRICT

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

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Jonathan A. Pearl  
Attorney at Law

\_\_\_\_\_  
April 26, 2021  
Date

At its public meeting of \_\_\_\_\_, 2021, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

Agenda Item: **17.E. Approve contract #CT3844 with Fagen Friedman & Fulfrost LLP for legal services.**

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

Quick Summary / Abstract: National School District (NSD) has had a long standing contract for legal services with Fagen Friedman & Fulfrost LLP.

Comments: Fagen Friedman & Fulfrost LLP rates are as follows:

Associate= \$195 - \$225 per hour

Partner = \$240 - \$275 per hour

Of-Counsel= \$275 per hour

Paralegal/Law Clerk= \$115 - \$145 per hour

Paralegal/Law Clerk (Bar Admitted Outside CA)= \$185 per hour

Education Consultant= \$165 per hour

Communication Services Consultant= \$225 per hour

Recommended Motion: Approve contract #CT3844 with Fagen Friedman & Fulfrost LLP for legal services.

Financial Impact: Contract costs: Not to exceed \$275 per hour  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
CT3844



## AGREEMENT FOR LEGAL SERVICES

This agreement is by and between National School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2021:

**1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

**2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

**3. CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

**4. CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

**5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

**6. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**7. COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**8. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

**10. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**12. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** 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 will be severable and remain in effect.

**14. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**15. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

National School District

Fagen Friedman & Fulfrost LLP


\_\_\_\_\_  
*Type or Print Name*

Chris Keeler  
\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Type or Print Title*

Managing Partner  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*District Authorized Signature*

  
\_\_\_\_\_  
*Signature*

DATE: \_\_\_\_\_

DATE: May 28, 2021



PROFESSIONAL RATE SCHEDULE

**National School District  
July 1, 2021**

**1. HOURLY PROFESSIONAL RATES**

**Client agrees to pay Attorney by the following standard hourly rate:**

Associate	\$195 - \$225 per hour
Partner	\$240 - \$275 per hour
Of-Counsel	\$275 per hour
Paralegal/Law Clerk	\$115 - \$145 per hour
Paralegal/Law Clerk ( <i>Bar Admitted Outside CA</i> )	\$185 per hour
Education Consultant	\$165 per hour
Communication Services Consultant	\$225 per hour

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

**2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

**3. COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Agenda Item: **17.F. Accept gifts.**

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

Rationale: 1. \$55.20 from Monica Bonnet to El Toyon School for materials and supplies.  
2. \$8.30 from Box Tops for Education to El Toyon School for materials and supplies.  
3. \$3.20 from Box Tops for Education to Lincoln Acres School for student activities.

Quick Summary / Abstract: 

- Monica Bonnet is a parent at El Toyon School with an interest in supporting local youth through the Costco Employee Giving Campaign.
- 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 is an easy way for schools to earn cash for the things they need.

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

Recommended Motion: Accept gifts.

Agenda Item:

**18. BOARD/CABINET COMMUNICATIONS**



Agenda Item: **19. ADJOURNMENT**