



Governing Board Agenda

July 8, 2020

Welcome

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

Our Governance Team

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

Barbara Avalos, President

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

Maria Betancourt-Castañeda, Member

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

Leighangela Brady, Secretary

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

Brian Clapper, Clerk

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

Maria Dalla, Member

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

Alma Sarmiento, Member

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

This meeting may be recorded

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

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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



**NATIONAL
SCHOOL DISTRICT**

CORE VALUES



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

VISION

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



MISSION

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





REGULAR MEETING OF THE GOVERNING BOARD

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

<http://meet.google.com/tar-sopx-tyx>

To listen to the meeting, please call (US) +1 470-329-0381 PIN: 608 455 199#

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

<http://stream.meet.google.com/stream/e5dc68b1-6b68-430a-a6ed-3649ef8ce420>

Wednesday, July 8, 2020

Open Session -- 6:00 p.m.

NOTICE

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

AGENDA

If you wish to speak to the Governing Board, comments will be accepted in writing only. You may submit your comment to vcesena@nsd.us no later than 12:00 p.m. Wednesday, July 8, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words). If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, July 8, 2020 at (619) 336-7701.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

Barbara Avalos,
Board President

Public communication provides the public with an opportunity to address the Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: "If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to vcesena@nsd.us no later than 12:00 p.m. Wednesday, July 8, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words). If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by 12:00 p.m. Wednesday, July 8, 2020 at (619) 336-7701." No Board action can be taken.

5. AGENDA

5.A. Accept Agenda.

Barbara Avalos,
Board President

6. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Barbara Avalos,
Board President

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

6.A. Minutes

6.A.I. Approve the minutes of the Special Board Meeting held on June 19, 2020.

Dr. Leighangela
Brady, Superintendent

6.A.II. Approve the minutes of the Special Board Meeting held on June 22, 2020.

Dr. Leighangela
Brady, Superintendent

6.A.III. Approve the minutes of the Regular Board Meeting held on June 24, 2020.

Dr. Leighangela
Brady, Superintendent

6.A.IV. Approve the minutes of the Special Board Meeting held on June 25, 2020.

Dr. Leighangela
Brady, Superintendent

6.B. Administration

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

Dr. Leighangela
Brady, Superintendent

6.C. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

6.D. Educational Services- None

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

6.E. Business Services

6.E.I. Adopt Resolution #20-21.05 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).

Dr. Leighangela
Brady, Superintendent

6.E.II. Adopt Resolution #20-21.06 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.

Dr. Leighangela
Brady, Superintendent

6.E.III. Adopt Resolution #20-21.07 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment and supplies.

Dr. Leighangela
Brady, Superintendent

6.E.IV. Adopt Resolution #20-21.08 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.

Dr. Leighangela
Brady, Superintendent

6.E.V. Adopt Resolution #20-21.09 authorizing National School District to participate in the CalSAVE program for the acquisition of materials, equipment, and supplies.

Dr. Leighangela
Brady, Superintendent

6.E.VI. Adopt Resolution #20-21.10 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the purchase of materials, equipment, and supplies.

Dr. Leighangela
Brady, Superintendent

6.E.VII. Adopt Resolution #20-21.11 authorizing National School District to participate in the Sourcwell public contract, for the purchase of supplies, materials and equipment.

Dr. Leighangela
Brady, Superintendent

<p>6.E.VIII. Adopt Resolution #20-21.12 authorizing National School District to participate in the PEPPM Technology Bidding and Purchasing Program for the acquisition of technology equipment, software and supplies.</p>	<p>Dr. Leighangela Brady, Superintendent</p>
<p>6.E.IX. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.</p>	<p>Dr. Leighangela Brady, Superintendent</p>
<p>7. POLICIES, REGULATIONS, BYLAWS</p>	
<p>7.A. First reading of Board Policies and Administrative Regulations from California School Boards Association updates (Exhibit B).</p>	<p>Dr. Leighangela Brady, Superintendent</p>
<p>8. GENERAL FUNCTIONS</p>	
<p>8.A. Approve the draft National School District Governing Board meeting schedule for the 2020-2021 school year.</p>	<p>Dr. Leighangela Brady, Superintendent</p>
<p>8.B. Adopt Resolution #20-21.13 Reaffirming Commitment to Fight Racism.</p>	<p>Barbara Avalos, Board President</p>
<p>8.C. Approve contract #CT3398 with Studio 1 Distinctive Portraiture to provide school photography services to National School District schools for the 2020-2021 school year.</p>	<p>Dr. Leighangela Brady, Superintendent</p>
<p>8.D. Department updates on the Coronavirus (COVID-19) pandemic.</p>	<p>Dr. Leighangela Brady, Superintendent</p>
<p>9. EDUCATIONAL SERVICES</p>	
<p>9.A. Approve Memorandum of Understanding (MOU) with South Bay Community Services for the Prevention Early Intervention Grant for the 2020-2021 school year.</p>	<p>Dr. Sharmila Kraft, Assistant Superintendent, Educational Services</p>
<p>9.B. Amend contract #CT3754 between National School District a California public school district and Addiction Treatment Technologies, LLC DBA Care Solace.</p>	<p>Dr. Sharmila Kraft, Assistant Superintendent, Educational Services</p>
<p>9.C. Approve contract #CT3755 with Rady Children’s Hospital for vision and hearing school screenings for the 2020-2021 school year.</p>	<p>Dr. Sharmila Kraft, Assistant Superintendent, Educational Services</p>
<p>9.D. Approve Head Start Services Agreement #CT3756 (Exhibit C) between the National School District Governing Board and Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2020-2021.</p>	<p>Dr. Sharmila Kraft, Assistant Superintendent, Educational Services</p>

10. HUMAN RESOURCES

10.A. Conduct public hearing pursuant to Government Code Section 3547 regarding the proposals from the National School District to the California School Employee Association and its Chapter 206 to open negotiations for the 2020-2021 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10.B. Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the California School Employee Association and its Chapter 206 for the 2020-2021 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10.C. Approve contract #CT3631 with Frontline Technologies to provide substitute placement services for National School District for the 2020-2021 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10.D. Ratify agreement #CT3758 between National School District and Southern California Regional Liability Excess Fund (ReLiEF) Joint Powers Authority (JPA).

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10.E. Approve amendment to Property and Casualty Claims Administration Services Agreement, the Estimated Contribution/Premium Summary and the Protected Insurance Program for Schools and Community Colleges Joint Powers Authority from July 1, 2020-June 30, 2021.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. BUSINESS SERVICES

11.A. Adopt Resolution #20-21.01 designating authorized agents to receive mail and pick up warrants at the County Office of Education for the 2020-2021 school year.

Dr. Leighangela
Brady, Superintendent

11.B. Adopt Resolution #20-21.02 authorizing Payment Order Resolution.

Dr. Leighangela
Brady, Superintendent

11.C. Adopt Resolution #20-21.04 designating authorized agent to sign school orders (commercial warrants) for the 2020-2021 school year.

Dr. Leighangela
Brady, Superintendent

11.D. Renew Contract #CT3651 for Bid #18-19-193 to Diamond Jack Enterprises, for Fresh Fruit and Vegetables.

Dr. Leighangela
Brady, Superintendent

11.E. Accept gifts.

Dr. Leighangela
Brady, Superintendent

12. BOARD WORKSHOP

13. BOARD/CABINET COMMUNICATIONS

14. ADJOURNMENT

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

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

Agenda Item: **3. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: "If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to vcesena@nsd.us no later than 12:00 p.m. Wednesday, July 8, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words). If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by 12:00 p.m. Wednesday, July 8, 2020 at (619) 336-7701." No Board action can be taken.

Agenda Item: **5. AGENDA**

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

Speaker: Barbara Avalos, Board President

Recommended Motion: Accept Agenda

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

Speaker: Barbara Avalos, Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **6.A.I. Approve the minutes of the Special Board Meeting held on June 19, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Board Minutes-06/19/20

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

June 19, 2020

1:00 PM

Virtual:

https://drive.google.com/file/d/1ULEGahMAM6hGh4_auxKb83DHKVffCyEF/view?usp=sharing

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 1:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 1:00 p.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

4. PUBLIC COMMUNICATIONS

Alexandra Martinez, Parent, submitted comments regarding distance learning.

5. HUMAN RESOURCES

5.1. Adopt revised tentative 2020-2021 school year work calendar and Memorandum of Understanding with the National City Elementary Teachers Association and the Memorandum of Understanding with the California School Employees Association and its Chapter 206.

Motion Passed: Pull approval of revised tentative 2020-21 school work year calendar and MOUs passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

Per Board request, agenda item 5.1. was pulled and will be brought forth at a future meeting.

6. ADJOURNMENT

Board President, Barbara Avalos, adjourned the meeting at 1:35 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Board Minutes- 06/22/20

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

June 22, 2020

9:30 AM

<https://drive.google.com/drive/folders/1mGDE-ghNL-Z4tB97rzs0k7iQQUZjG0uX>

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 9:31 a.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 9:32 a.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

4. PUBLIC COMMUNICATIONS

None

5. HUMAN RESOURCES

5.1. Adopt revised tentative 2020-2021 school year work calendar and Memorandum of Understanding with the National City Elementary Teachers Association and the Memorandum of Understanding with the California School Employees Association and its Chapter 206.

Motion Passed: Following discussion, approval of revised tentative 2020-21 school work year calendar with clarifications and Memorandums of Understanding, passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

6. ADJOURNMENT

The meeting was adjourned at 9:44 a.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **6.A.III. Approve the minutes of the Regular Board Meeting held on June 24, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes- 06/24/20

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

June 24, 2020

6:00 PM

Virtual

https://drive.google.com/file/d/1C2O2jpMG8JjMKmOeBQVVVgIkHivk_5Ly/view?usp=sharing

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 6:16 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 6:16 p.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

4. PUBLIC COMMUNICATIONS

None

5. AGENDA

5.A. Accept Agenda.

Motion Passed: With the exception of agenda item 10.C., acceptance of Agenda passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

6. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of the Consent Calendar passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

6.A. Minutes

6.A.I. Approve the minutes of the Special Board Meeting held on June 8, 2020.

6.A.II. Approve the minutes of the Regular Board Meeting held on June 10, 2020.

6.B. Administration

6.C. Human Resources

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

6.D. Educational Services

6.D.I. Adopt Resolution #19-20.39 to authorize preschool contract (CSPP-0465) between National School District and the California State Department of Education for the fiscal year 2020-2021.

6.E. Business Services

7. GENERAL FUNCTIONS

7.A. Discussion of the draft National School District Governing Board meeting schedule for the 2020-2021 school year.

7.B. Department updates on the Coronavirus (COVID-19) pandemic.

Dr. Brady, along with Executive Cabinet, updated the Governing Board on District-wide collaboration during the COVID-19 pandemic.

Dr. Kraft shared information regarding the results of the parent and staff survey on school closures, and student progress on iReady Diagnostic.

The District's Reopening Task Force shared information regarding the reopening of schools after COVID-19 closures.

8. EDUCATIONAL SERVICES

8.A. Adopt National School District's COVID-19 Operations Written Report.

Motion Passed: Following discussion, adoption of the COVID-19 Operations Written Report passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

8.B. Approve purchase of iPads, cases, insurance, and licenses for preschool students with disabilities receiving special education and related services.

Motion Passed: Following discussion, approval of purchase of iPads, cases, insurance, and licenses passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

9. HUMAN RESOURCES

9.A. Conduct public hearing pursuant to Government Code 3547 regarding the proposal from California School Employees Association and its Chapter 206 to open negotiations with National School District for the 2020-2021 school year.

Board President, Barbara Avalos, opened the public hearing at 8:32 p.m.

Board Member, Maria Dalla had additional questions on the proposal document.

Board President, Barbara Avalos, closed the public hearing at 8:34 p.m.

9.B. Approve Memorandum of Agreement #CT3739 with the San Diego County Schools Fingerprint Clearinghouse and the National School District.

Motion Passed: Approval of Memorandum of Agreement #CT3739 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

10. BUSINESS SERVICES

10.A. Adopt Resolution #19-20.33 for the use of Education Protection Account (EPA) funds for the 2020-2021 school year.

Motion Passed: Adoption of Resolution #19-20.33 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

10.B. Approve the Estimated Actual Budget for 2019-2020, and adopt the 2020-2021 Proposed Budget for all funds.

Motion Passed: Approval of the Estimated Actual Budget for 2019-2020, and adoption of the 2020-2021 Proposed Budget for all funds passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

Dr. Johnson and Erina Cowart gave a presentation on the 2020-2021 budget.

10.C. Adopt annual Resolutions #19-20.34 through #19-20.37 for the 2020-2021 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2020.

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

10.D. Adopt annual Resolution #19-20.38 for the 2020-2021 school year, authorizing the Superintendent or the Assistant Superintendent, Business Services to authorize the issuance of a new warrant in lieu of a voided warrant if the date of the warrant exceeds a six month period.

Motion Passed: Following discussion, adoption of annual Resolution #19-20.38 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

11. BOARD WORKSHOP

12. BOARD/CABINET COMMUNICATIONS

Ms. Dalla had no comments.

Ms. Betancourt-Castañeda wished a happy belated birthday to Ms. Dalla. She thanked the District's Reopening Task Force for their presentation, and all those involved in helping the Task Force prepare. She thanked Dr. Johnson and Ms. Cowart for their budget presentation. She thanked the National School District family for working as a team to get through these uncertain times.

Dr. Hernandez wished a happy belated birthday to Ms. Dalla. She thanked the District's Reopening Task Force for their hard work.

Dr. Kraft thanked the District's Reopening Task Force for their hard work. She thanked the Board for being open to all the information shared tonight. She thanked Dr. Johnson and Ms. Cowart for their budget presentation.

Dr. Johnson thanked the Board for their patience during her time working at the District. She wished a happy belated birthday to Ms. Dalla. She gave kudos to the Reopening Task Force for their work and presentation.

Dr. Brady wished a happy belated birthday week to Ms. Dalla. She congratulated the Reopening Task Force on their presentation and the partners that have worked along with them. She thanked Dr. Johnson for her support during school closures and the department's transition.

Mr. Clapper wished a happy belated birthday to Ms. Dalla. He thanked the District's Reopening Task Force for their work and presentation. He thanked Dr. Johnson and Ms. Cowart for their budget presentation.

13. ADJOURNMENT

Board Clerk, Brian Clapper, adjourned the meeting at 9:42 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **6.A.IV. Approve the minutes of the Special Board Meeting held on June 25, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Board Minutes- 06/25/20

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

June 25, 2020

4:00 PM

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

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 4:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 4:01 p.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Board President, Barbara Avalos took roll call.

4. PUBLIC COMMUNICATIONS

None.

5. CLOSED SESSION

Closed session was held from 4:00 p.m. to 4:51 p.m.

No action was taken in closed session.

6. ADJOURNMENT

Closed session was adjourned at 4:51 p.m.

No action was taken in closed session.

Clerk of the Governing Board

Secretary to the Governing Board

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

Agenda Item: **6.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 2020, 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 - June 2020

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

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

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

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

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

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

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

Attachments:
Resignations/Retirements

Resignations 7/8/20			
Name	Position	Location	Effective Date
Anna Pike	Resource Specialist Teacher	Ira Harbison School	June 3, 2020

Retirements 7/8/20			
Name	Position	Location	Effective Date
None			

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

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

Quick Summary /
Abstract: None.

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

Agenda Item: **6.E.I. Adopt Resolution #20-21.05 authorizing contracting to piggyback Request For Proposal (RFP) and award documents from the Fullerton School District for the purchase of frozen and refrigerated food piggyback contract (RFP 2019-04).**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Piggyback bids are a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity.

This allows for smaller entities to take advantage of favorable pricing and contract conditions extended to other entities, thereby saving costs on purchased items they might not otherwise achieve through their own bid process.

Comments: Fullerton School District conducted a Request for Proposals process for Frozen & Refrigerated Food Distribution:

- The contract was awarded to Gold Star Foods with an effective date of the bid of July 1, 2019 through June 30, 2020, renewable for two years.
- The contract has been renewed through June 30, 2021.
- The award allows incorporated participating public agencies an opportunity to purchase refrigerated and frozen goods from the successful bidder.
- The contract allows for a margin of 10% increase over wholesale cost of all goods. This is a very competitive rate.

Recommended Motion: Adopt Resolution #20-21.05 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).

Attachments:
Resolution #20-21.05

National School District Resolution

20-21.05

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

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

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

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

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

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

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

Resolution #20-21.05
July 8, 2020
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 8th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT: None

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **6.E.II. Adopt Resolution #20-21.06 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

Recommended Motion: Adopt Resolution #20-21.06 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.

Attachments:
Resolution #20-21.06

National School District Resolution

#20-21.06

AUTHORIZING CONTRACTING PURSUANT TO THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) Cooperative Purchasing Organization

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

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

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

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

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

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

Resolution #20-21.06
July 8, 2020
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 8th day of July 2020 by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **6.E.III. Adopt Resolution #20-21.07 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment and supplies.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

Recommended Motion: Adopt Resolution #20-21.07 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment and supplies.

Attachments:
Resolution #20-21.07

National School District Resolution

#20-21.07

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

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

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

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

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

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

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

Resolution #20-21.07
July 8, 2020
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 8th day of July 2020, by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **6.E.IV. Adopt Resolution #20-21.08 authorizing National School District to participate in the National Association of State Procurement Officials (NASPO) Valuepoint program for the acquisition of materials, equipment and supplies.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

Recommended Motion: Adopt Resolution #20-21.08 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.

Attachments:
Resolution #20-21.08

National School District Resolution

#20-21.08

AUTHORIZING CONTRACTING PURSUANT TO THE WESTERN STATES CONTRACTING ALLIANCE (WSCA-NASPO) COOPERATIVE PURCHASING ORGANIZATION

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

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

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

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

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

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

Resolution #20-21.08
July 8, 2020
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 8th day of July 2020, by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **6.E.V. Adopt Resolution #20-21.09 authorizing National School District to participate in the CalSAVE program for the acquisition of materials, equipment, and supplies.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

Recommended Motion: Adopt Resolution #20-21.09 authorizing National School District to participate in the CalSAVE program for the acquisition of materials, equipment, and supplies.

Attachments:
Resolution #20-21.09

National School District Resolution

#20-21.09

AUTHORIZING CONTRACTING PURSUANT TO VENDOR PARTNERSHIP WITH CALSAVE

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

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

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

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

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

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

Resolution #20-21.09
July 8, 2020
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 8th day of July 2020, by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **6.E.VI. Adopt Resolution #20-21.10 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the purchase of materials, equipment, and supplies.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

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

Recommended Motion: Adopt Resolution #20-21.10 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the purchase of materials, equipment, and supplies.

Attachments:
Resolution #20-21.10

National School District Resolution

#20-21.10

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

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

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

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

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

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

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

Resolution #20-21.10
July 8, 2020
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 8th day of July, 2020, by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **6.E.VII. Adopt Resolution #20-21.11 authorizing National School District to participate in the Sourcewell public contract, for the purchase of supplies, materials and equipment.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

Recommended Motion: Adopt Resolution #20-21.11 authorizing National School District to participate in the Sourcewell public contract, for the purchase of supplies, materials and equipment.

Attachments:
Resolution #20-21.11

National School District Resolution

#20-21.11

AUTHORIZING CONTRACTING PURSUANT TO COOPERATIVE BID AND AWARD DOCUMENTS FROM SOURCEWELL

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

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

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

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

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

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

Agenda Item: **6.E.VIII. Adopt Resolution #20-21.12 authorizing National School District to participate in the PEPPM Technology Bidding and Purchasing Program for the acquisition of technology equipment, software and supplies.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

Recommended Motion: Adopt Resolution #20-21.12 authorizing National School District to participate in the PEPPM Technology Bidding and Purchasing Program for the acquisition of technology equipment, software and supplies.

Attachments:
Resolution #20-21.12

National School District

Resolution

#20-21.12

AUTHORIZING CONTRACTING PURSUANT TO PEPPM TECHNOLOGY BIDDING AND PURCHASING PROGRAM

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

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

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

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

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

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

Resolution #20-21.12
July 8, 2020
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 8th day of July 2020 by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

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

Speaker: Dr. Leighangela Brady, Superintendent

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

Attachments:
Exhibit A

Agenda Item: **7. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **7.A. First reading of Board Policies and Administrative Regulations from California School Boards Association updates (Exhibit B).**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: A critical role for Governing Boards is to regularly review and update District policies. National School District contracts with California School Boards Association's online policy information service that is continually updated. All suggested updates are customizable to meet the needs and practices of individual districts.

Attachments:
Exhibit B

Agenda Item: **8. GENERAL FUNCTIONS**

Agenda Item: **8.A. Approve the draft National School District Governing Board meeting schedule for the 2020-2021 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: The National School District Governing Board has traditionally met on the second and fourth Wednesdays of the month, with the exception of July, September, November, December, January and March.

Comments: This schedule has enabled the District to conduct its business in a timely fashion and meet its monthly obligations.

The proposed schedule is attached.

Recommended Motion: Approve the draft National School District Governing Board meeting schedule for the 2020-2021 school year.

Attachments:
Governing Board Meeting Schedule - 2020-2021

NATIONAL SCHOOL DISTRICT

GOVERNING BOARD MEETING SCHEDULE 2020-2021

DATES

July 8, 2020

August 12, 2020

August 26, 2020

September 9, 2020

October 14, 2020

October 28, 2020

November 18, 2020*

December 15, 2020*

January 27, 2021

February 10, 2021

February 24, 2021

March 10, 2021

April 14, 2021

April 28, 2021

May 12, 2021*

May 26, 2021 *

June 9, 2021

June 23, 2021

**All meetings should be held at the Administration Center, with the exception of May 12 and 26, 2020, which will be held at Rancho de la Nación School. All meetings will begin at 6:00 p.m.*

Due to Public Health Orders, meeting locations will vary from virtual to in-person, as permitted.

**Wednesday, November 18, third Wednesday of the month, due to Veteran's Day Holiday (November 11).*

**Tuesday, December 15, to meet Organizational Meeting and First Period Interim Financial Report deadlines.*

Agenda Item: **8.B. Adopt Resolution #20-21.13 Reaffirming Commitment to Fight Racism.**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: National School District values the different cultures and ethnicities of our employees and students and provides environments where each person is treated with respect and dignity. The National School District Governing Board commits to fighting racism in all its forms through a safe, equitable, and high-quality education for all students and an inclusive working environment for all employees.

Recommended Motion: Adopt Resolution #20-21.13 Reaffirming Commitment to Fight Racism.

Attachments:
Resolution #20-21.13

National School District Resolution

20-21.13

RESOLUTION REAFFIRMING COMMITMENT TO FIGHT RACISM

WHEREAS, National School District commits to providing a safe, equitable, and high-quality education for all students; and

WHEREAS, schools are the cornerstones of communities, and educators can play a powerful role in changing people's perceptions and processes; and

WHEREAS, National School District values the different cultures and ethnicities of our employees and students and provides environments where each person is treated with respect and dignity; and

WHEREAS, National School District commits to providing every student equitable access and opportunity, regardless of their skin color or ethnicity; and

WHEREAS, National School District commits to serving all students by providing resources and guidance to help educators and students combat racism through a Positive Behaviors and Interventions and Supports (PBIS) framework; and

WHEREAS, the National School District Governing Board and staff continue to take an unwavering stand against racism in all forms; and

THEREFORE, BE IT RESOLVED that the National School District Governing Board and Superintendent reaffirm their commitments to fighting racism in all its forms through a safe, equitable, and high-quality education for all students and an inclusive working environment for all employees.

Agenda Item: **8.C. Approve contract #CT3398 with Studio 1 Distinctive Portraiture to provide school photography services to National School District schools for the 2020-2021 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: For several years, the District has facilitated an annual committee to consider proposals from various school photography companies. In light of the District closure due to COVID-19, a committee was not utilized this year, however the Board gave input on April 22, 2020 regarding school photography questions and considerations for staff to research.

Additional information was brought back to the Board for discussion on May 13, 2020. As a result of the information shared, consensus of the Board was to continue to use Studio 1 Distinctive Portraiture for the 2020-2021 school year.

Recommended Motion: Approve contract #CT3398 with Studio 1 Distinctive Portraiture to provide school photography services to National School District schools for the 2020-2021 school year.

Attachments:
CT3398



STUDIO 1
DISTINCTIVE PORTRAITURE

National School District 2020-2021 School Portraiture Contract

Agreement made this 24th day of June 2020, between National School District (1500 N Avenue • National City, CA • 91950) hereinafter referred to as the “Client”, and Studio 1 (9060 Rancho Park Court • Rancho Cucamonga, CA • 91730) with respect to school portraiture and associated services.

Section 1 – School Sites Included

1. This contract will reflect the photography to be completed at each of the following schools in the National School District:

- a. **Central School** - 933 E Avenue, National City, CA 91950
- b. **El Toyon School** - 2000 E. Division Street, National City, CA 91950
- c. **Ira Harbison School** - 3235 E. 8th Street, National City, CA 91950
- d. **John Otis School** - 621 E. 18th Street, National City, CA 91950
- e. **Kimball School** - 302 W. 18th Street, National City, CA 91950
- f. **Las Palmas School** - 1900 E. 18th Street, National City, CA 91950
- g. **Lincoln Acres School** - 2200 Lanoitan Avenue, National City, CA 91950
- h. **Olivewood School** - 2505 F Avenue, National City, CA 91950
- i. **Palmer Way School** - 2900 Palmer Street, National City, CA 91950
- j. **Preschool Center** - 2401 East 24th Street, National City, CA 91950
- k. **Rancho de la Nación School** - 1830 E. Division Street, National City, CA 91950

Section 2 – Services

1. Studio 1 agrees to provide portrait services for each school site which includes all or some of the following:
- a. Fall pre-pay portraiture including all students and staff regardless if a purchase is completed
 - b. Spring pre-pay portraiture
 - c. Panoramic/Promotion portraiture

Promotion Folio with Photo and Certificate mounted inside will be creating using this Promotion Photo. There will be no additional cost for the Promotion Folio.

Section 3 - Time of Performance

1. Studio 1 agrees that individual portraits will be shipped to the client approximately 2-3 weeks after the date of the event. Shipment will be made via FedEx or at the discretion of Studio 1.

Section 4 - Length of Contract

1. This agreement shall be for a period of 1 year (2019-20 School Year).

Section 5 - Exclusive Rights

1. Studio 1 shall be the exclusive photographer for all fee-based portraiture at the clients' locations.

9060 Rancho Park Court • Rancho Cucamonga, California 91730
Telephone 909.944.9536 • Toll-Free 877.420.4400 • Fax 909.944.9537
service@studio1info.com • www.studio1info.com

Section 6 – Supply and Distribution of Sales Materials

1. Client agrees to distribute in a timely manner, all Studio 1 supplied sales material as specified by event.
2. All sales material will be shipped to the client location and will be grouped by teacher.

Section 7 – Use of Images

Studio 1 will only use the images captured of each student for producing photo packages and ID cards. Upon the request of the school and/or district, Studio 1 will also provide images for the school's student management system, yearbook, library software, etc.

Section 8 – Sibling Discount

1. Studio 1 will offer a sibling discount. The second sibling at the school (and any additional siblings beyond #2) will receive a \$3 discount on their order. As Studio 1 cannot verify which students are siblings, we will ask that the school office to assist in notifying us of the students who are siblings and who are utilizing this discount.

Section 9 – School Incentives

1. Studio 1 will offer the following incentives for each school site (to be selected by each school). Each school will be able to **choose 1** of these incentives:

- A Free 48 Page Color Yearbook - **Up to 50% of the school**
- A Free Spirit Shirt With School Logo For Each Student
- A Free Student Planner For Each Student
- **Up to (15) Free Banners, Size 3' x 5'**

Section 10 – Additional Complimentary Items

1. The client will have the option of receiving the following items complimentary:
 - a. #4 package for each staff member photographed in the fall
 - b. 1 permanent identification card per student and staff member
 - c. Student and staff images on disk per school software specifications
 - d. 3 die cut sticky back prints per student (CUM Stickers)
 - e. Principal album with all class portraits
 - f. Reasonable quantities of award certificates
 - g. Academic desk and planner calendars

Section 11 – Package Pricing

Package 1 - \$44.00 – (2) 8x10s, (2) 5x7s, (4) 4x5s, (16) Wallets, (1) 8x10 Class

Picture Package 2 - \$36.00 – (2) 8x10s, (4) 4x5s, (16) Wallets, (1) 8x10 Class Picture

Package 3 - \$25.00 – (2) 5x7s, (4) 4x5s, (16) Wallets, (1) 8x10 Class Picture

Package 4 - \$14.00 – (4) 4x5s, (8) Wallets, (1) 8x10 Class Picture

Section 12 – Policies Regarding COVID-19

1. Studio 1 will abide by all district protocols in terms of social distancing. Any picture date scheduled may be adjusted as needed to accommodate changes to standard school schedules, and our employees will be required to wear a mask at all times while on campus.

Section 13 - Understanding of All Parties

1. This agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representatives, promises or agreements have been made between the parties

other than expressly herein set forth, and neither Studio 1 nor client shall be, nor are they bound by, any warranties, representations, promises or agreements not set forth herein. The agreement supersedes any previous agreement or understanding with respect to the services to be performed and cannot be modified except in writing by all the parties hereto. Upon execution, this agreement shall be absolutely binding and fully enforceable and shall inure to the benefit of the parties hereto, their successor, personal representative, heirs and assigns.

Client Representative Signature

Client Representative Printed Name

Date

Rick Lutz

Studio 1 Representative Signature

Rick Lutz

Studio 1 Representative Printed Name

06/24/2020

Date

Agenda Item: **8.D. Department updates on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

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

Agenda Item: **9. EDUCATIONAL SERVICES**

Agenda Item: **9.A. Approve Memorandum of Understanding (MOU) with South Bay Community Services for the Prevention Early Intervention Grant for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this MOU will allow National School District (NSD) to continue to provide school based Prevention and Early Intervention (PEI) mental health services to preschool through third grade for the 2020-2021 school year.

The initial grant contract was Board approved at the August 24, 2016 meeting for one year with five (5)-one year extension option periods until June 2021. Approval of this MOU would allow NSD to extend grant services for the final year.

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

There is no fiscal impact to the District. South Bay Community Services is the fiscal agent for the grant.

Recommended Motion: Approve MOU with South Bay Community Services for the Prevention Early Intervention Grant for the 2020-2021 school year.

Attachments:
SBCS MOU PEI



MEMORANDUM OF UNDERSTANDING

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


South Bay Community Services agrees to provide:


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

National School District agrees to provide:

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

This agreement is effective from July 1, 2016 through June 30, 2017, and for up to 4 option years through June 30, 2021. The agreement will be automatically renewed each year unless terminated sooner. This agreement terminates when County of San Diego Health & Human Services Agency funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

South Bay Community Services

 Kathryn Lembo, President/CEO
 Date: 8/30/16

National School District

 George Cameron, Ed.D., Interim Superintendent
 Date: 8/25/16

Agenda Item: **9.B. Amend contract #CT3754 between National School District a California public school district and Addiction Treatment Technologies, LLC DBA Care Solace.**

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

Quick Summary / Abstract: Approval of this item will allow National School District to continue to provide access to Care Solace's web-based care navigation system that connects students and families to social emotional healthcare with qualified providers and resources.

As a result of the COVID-19 pandemic, mental health issues such as anxiety and depression are on the rise. Left untreated, these issues often lead to increased domestic violence, child abuse, and suicide.

Comments: This agreement written on will begin on July 1, 2020 through June 30, 2021, however, services will not begin before Board approval.

Provider will provide the URL to the Client Community to include mental health, counselors, principals, HR directors, PTAs, students and parents. Care Solace can be accessed 24 hours per day, seven days per week.

Recommended Motion: Amend contract #CT3754 between National School District a California public school district and Addiction Treatment Technologies, LLC DBA Care Solace.

Financial Impact: Contract cost: \$13,840
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3754

GENERAL SERVICE AGREEMENT

This General Service Agreement (the “Agreement”) dated the 1st of July, 2020 between National School District a California public school district (the “Client”) and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (the “Provider”). The Client and the Provider may be referred to individually as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, the Client believes that the Provider has the necessary qualifications, experience and abilities to provide services to the Client.

WHEREAS, the Provider agrees to provide such services to the Client on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Services/Scope of Work.** Provider owns and operates a website located at the URL caresolace.com which provides information related to treatment options for various forms of mental health (the “Main Site”). Pursuant to the terms and conditions of this Agreement, Provider will provide a collection of tools and services (the “Services”) to manage and operate a version of the Main Site that is branded with Client’s name (the “Branded Site”). Provider will do everything to ensure site is live in July 2020. Provider will provide access to the Branded Site to Authorized Users, consisting of staff and students (and their parents) of Client (the “Client Community”), on a Software-as-a-Service (“SaaS”) basis pursuant to the terms and conditions set forth in Exhibit A. In the event of any conflict between the provisions of this Agreement and Exhibit A, the terms of Exhibit A shall control.

1.1. The Provider will provide access to the Client to the following non-personally identifiable data collected from the Client Community: number of visitors, matches and phone appointments. Personally identifiable data collected by Provider pursuant to this Agreement will be handled by Provider in accordance with the privacy policy and terms of use posted on the Branded Site. Provider and Client each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, California Education Code section 49073.1, the Student Online Personal Information Protection Act (California Business & Professions Code § 22584), the Children’s Online Privacy Protection Act, and The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

1.2. Provider shall staff its customer support center 24 hours per day, Monday through Sunday (the “Business Hours”) to provide telephone support. Through such representatives, Provider will use reasonable efforts to resolve computer and software malfunctions and user errors promptly, in response to technical support requests made by Authorized Users. In addition, email support will be provided during non-Business Hours

and Provider will use commercially reasonable efforts to respond to email support inquiries in a timely manner.

1.3. The Provider will ensure that each treatment provider whose information is included in the Branded Site (“Treatment Providers”) satisfies the Provider’s vetting process, which shall include, at a minimum, the following elements:

1.3.1. Confirmation that the treatment provider has provided services for no less than five (5) years;

1.3.2. A review of the treatment providers’ licensure status with the applicable State licensing authority;

1.3.3. Confirmation that the treatment providers’ are accredited by JACHO, CARF or similar accreditation organization;

1.3.4. Review of listing surveys from accreditation organizations to determine pending lawsuits;

1.3.5. Review by Provider’s ethics and standards advisory board.

2. Implementation for Client.

2.1. Client agrees to the following implementation plan for those in need through the following channels:

2.1.1. Provider will provide access to the Services through a dedicated URL for Client (example: caresolace.com/district/[Client name]) (the “URL”). Designated representatives of Client will be provided with access to a dashboard to track non-individually identifiable information related to the number of visitors to the URL, number of matches and number of phone appointments scheduled via the Services. In the event that Client desires to obtain individually identifiable information from Provider related to an Authorized User, Client shall obtain and deliver to Provider a duly executed written authorization from such Authorize User, or his or her legal guardian (if applicable), in a form acceptable to Provider. With respect to the use by Client, or by Client’s agents or employees, of the Branded Site or the Services, Client agrees to comply, and to cause its employee and agents to comply with The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99).

2.1.2. Provider will provide the URL to the Client Community to include: mental health, counselors, principals, HR directors, PTAs, students and parents.

2.1.3. Provider to set up onsite or virtual walk thru of the Services so personnel know about the features and functionality of the Services.

2.1.4. Provider to assist in implementing the URL on school websites and the Client site as a resource for parents and students, as desired. Provider grants Client a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a

hypertext reference link ("Link") to the initial, top level display of the Branded Site, as identified by the URL solely for the purpose of linking any website owned or controlled by Client to the Branded Site.

2.1.5. Client may send out parent and student notification to every email and text with the URL and short template of the new and accessible resource for anybody in need every quarter.

2.1.6. Provider to provide backpack mailer templates and email/text templates for delivery each quarter or 4 times per year so people are reminded there is a tool that is confidential for anyone in need.

2.1.7. Provider will provide all the professional development, training, coaching and on-going support to key stakeholders to include: mental health team, psychs, counselors, assistant principals, principals, HR staff, district leadership and PTAs.

2.1.8. On boarding district staff requires (2-4) 30-40 minute sessions to get set up and showcase how the system works.

3. Term of Agreement.

3.1. The initial term of this Agreement (the "Term") will begin on July 1, 2020 through June 30, 2021. After the initial term is complete there will be a 1-year renewal (each a "Renewal Term"), however client can opt out of any renewal term by giving Provider a 30-day written notification prior to the renewal date. However, the maximum term is 5 years, pursuant to Education Code section 17596.

3.2. At any time, Client can cancel the Agreement after 30-days' written notice to the Provider.

4. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and will use their best efforts to ensure the awareness and positioning of the Provider tool is accessible throughout the community.

5. Currency. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

6. Compensation. For services rendered by the Provider under this Agreement, the Client will provide compensation to the Provider as follows:

- 2020-2021 fiscal school year cost will be \$13,840 per year (5,536 enrollment based on ed-data.org).
- The amounts set forth above shall be earned by Provider when paid and shall not be subject to pro-ration in the event of the termination of this Agreement prior to the end of any Term or Renewal Term.

7. **Notices.** All notices, requests, demands or other communications between the Provider and the Client shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to the Client: National School District
1500 N Avenue National City CA 91950-4827
Attention: Dr Leighangela Brady–
Superintendent of Schools
Email: lbrady@nsd.us

If to the Provider: Addiction Treatment Technologies, LLC DBA: Care
Solace
1596 North Coast Hwy 101
Encinitas, CA 92024
Attention: Chad A. Castruita
Email: chad@caresolace.org

Any Party may change the address or persons to which notices are to be sent to it by giving written notice that such change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

8. **Dispute Resolution.**

8.1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

8.2. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to a court of law representing the laws of the State of California. The court award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

9. **Indemnification.**

9.1. Each Party (the “Indemnifying Party”) shall at all times indemnify and hold harmless the other Party and said other Party’s successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, volunteers and employees (collectively, the “Indemnified Parties”) from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorney’s fees, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, neither Party shall be obligated to indemnify an Indemnified Party for liability to the extent it is established by final adjudication that such Indemnified Party contributed to the liability via willful misconduct, or sole negligence for which that Indemnified Party is legally responsible. Each Party’s obligations under this indemnity contract shall survive the completion or termination of the project.

9.2. During the term of this Agreement, Provider shall obtain and maintain commercial general liability insurance and Errors & Omissions (E&O) insurance, with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance naming Client as an "Additional Insured."

10. **Conflict of Interest Provision.** Provider shall comply with all state and federal healthcare referral and anti-kickback statutes. Provider represents and warrants that it does not have an ownership interest in any of the treatment providers whose information appears on the Branded Site.

11. **Privacy Policy/Terms of Use.** The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

12. **Prevailing Party.** In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable attorneys' fees and costs associated with the action.

13. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

14. **Assignment.** The Provider will not assign or otherwise transfer its obligations under this Agreement without the written consent of Client.

15. **Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

16. **Titles/Headings.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

17. **Governing Law.** It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

18. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

20. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

21. **Authority to Execute Agreement.** Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

**Addiction Treatment Technologies, LLC (“Provider”)
DBA: Care Solace**

Printed Full Name: Chad A. Castruita

Signature:  _____

NSD (“Client”)

Printed Full Name: _____

Title: _____

Signature: _____

Board Approval Date: _____

EXHIBIT A

SaaS TERMS AND CONDITIONS

This Exhibit is attached to and made a part of the General Service Agreement between the parties. The terms and conditions set forth below apply to the use of the Services, along with any amendments to the Terms and any operating rules or procedures that may be published from time to time by Provider. Capitalized terms used in this Exhibit which are not defined here shall have the meaning ascribed to them in the Agreement.

1. Definitions.

1.1 "Client Data." Client's information or other data processed, stored or transmitted by, in or through the Services.

1.2 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.3 "Provider Technology." The computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services.

1.4 "Third-Party Vendor." Provider's vendors who provide products, services and other resources to enable the Services.

2. Services and Terms. The Services are provided to Client subject to these Terms and Conditions. This is an Agreement for Services, and Client is not granted a license to any software by this Agreement.

3. Use Restrictions. Client covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Client will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

4. Security. Client and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their links to the Internet. As part of the Services, Provider shall implement reasonable security procedures consistent with prevailing industry standards to protect Client Data from unauthorized access; provided,

however, unless resulting from the failure of Provider to perform the forgoing obligations, the parties agree that Provider shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Provider at the time. Provider will promptly report to Client any unauthorized access to Client Data promptly upon discovery by Provider, and Provider will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, Client shall be solely responsible for any and all such notifications at its expense.

5. Monitoring of Client's Use. Provider reserves the right to internally monitor Client's usage of the Branded Site and Services.

6. No Commingling of Client Data. The Services shall be operated in an environment where (i) all Client Data shall be stored on files totally separate from those of other customers of Provider, or (ii) all files containing Client Data are partitioned sufficient to protect the security and privacy of Client Data.

7. Content.

7.1 Content Entry. "Content" means any information that Client may generate, provide, store, post, transmit or upload in connection with the Service, such as data files, written text, software, music, graphics, stylized logos, photographs, images, sounds, videos, messages and similar materials. As between Provider and Client, Client retains title to Content. Client agree that Client shall not include Content that is or gives rise to, and Provider may (but is not required to) refuse or remove Content that it determines in its sole discretion to be, (a) unlawful, offensive, threatening, harmful, libelous, defamatory, pornographic, gambling-related, obscene, racist, infringing or otherwise objectionable; (b) not wholly-owned by or validly licensed to Client; (c) a violation of a third party's intellectual property rights; (d) a breach of this Agreement; and/or (e) a violation of the terms and conditions, as modified from time to time, of Provider or its vendors who provide products, services, and other resources to enable the Services.

7.2 Submission. Once Client submits required Content to Provider, Client (a) authorizes and appoints Provider to integrate the Content with its proprietary solution to create the Branded Site; (b) will provide Provider with all information including modified Content that it requests in connection with such

integration; (c) grant Provider the right to distribute or otherwise make the Branded Site available in accordance with the terms of the Agreement.

8. Technical Contacts. Client shall designate one of its employees as its principal contact for communicating with Provider regarding technical issues hereunder. Client may change its technical contact from time to time by written notice to Provider.

9. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Branded Site, Services, and Provider Technology shall remain exclusively vested in and be the sole and exclusive property of Provider and its licensors. In addition Client hereby transfers and assigns to Provider any rights Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client personnel relating to the Service.

10. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (i) non-public aspects of Provider's Site and the operation thereof, Provider Technology, and the Services and additional services provided by Provider, and Provider's business and technical information, and data, and (iii) Client Data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential

Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

11. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Client agrees that Provider is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Provider.

12. Client Representations and Warranties.

12.1 Client represents and warrants that: (a) the Content does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations and use of the Services (by Client and its Authorized Users) will not (i) violate any applicable laws, or regulations, or (ii) cause a breach of any agreements with any third parties.

12.2 In the event of any breach by Client of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Provider will have the right to suspend immediately any Services if deemed reasonably necessary by Provider to prevent any harm to Provider and its business. Provider will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach.

13. Provider Representations and Warranties. Provider represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Client will not violate any applicable laws or regulations of the United States. In the event of a breach by Provider of the

foregoing warranties, Client's sole remedy is termination of this Agreement upon written notice to Provider.

14. Indemnity. Each Party (the "Indemnifying Party") shall at all times indemnify and hold harmless the other Party and said other Party's successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorney's fees, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, neither Party shall be obligated to indemnify an Indemnified Party for liability to the extent it is established by final adjudication that such Indemnified Party contributed to the liability via willful misconduct, or sole negligence for which that Indemnified Party is legally responsible. Each Party's obligations under this indemnity contract shall survive the completion or termination of the project.

15. Warranty. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, NONINFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. PROVIDER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, RISK OF INJURY TO CUSTOMER'S OR ANY USER'S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE OR COMMERCIAL ADVANTAGE. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

16. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS ESPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY

THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

17. Liability Cap. Liability will not exceed the total general liability insurance amount in the provider's certificate of insurance pursuant to the Agreement.

18. Publicity and Branding. Client agrees that Provider may (a) publicize Client's name, the fact of the Branded Site and Client's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

19. Options for Infringement Claims. If any party is enjoined from using the Provider Technology, or if Provider believes that the Provider Technology may become the subject of a claim of intellectual property infringement, Provider, at its option and expense, may: (i) procure the right for Client to continue to use the Services; (ii) replace or modify the Provider Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Provider shall refund to Client any and all subscription fees paid in advance by Client for those Services not provided by Provider and provide, at Client's request and free of charge, the Client Data in a database document format. This Section and the preceding Section sets forth the entire liability of Provider to Client for any infringement by the Provider Technology or Services of any intellectual property right of any third party.

20. Termination for End of Life. Notwithstanding anything contained in this Agreement to the contrary, in the event that Provider determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing customers, Provider may terminate this Agreement at any time by providing thirty (30) days prior written notice to Client.

21. Termination For Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any subscription license fee or reimbursement due and payable to Provider under this Agreement, the non-defaulting party may terminate this

Agreement upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

22. Transition Services. If Client is current in all payments due to Provider at the time of expiration or termination hereof, Provider shall provide to Client its Client Data in a standard database document format readily available to Provider at no additional charge. If Client requests the Client Data in a non-standard format, Client shall pay to Provider a reasonable fee for technical services as determined by Provider.

23. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to Provider hereunder.

24. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

25. Miscellaneous. This Agreement shall be construed under the laws of the State of California, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other

provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

Agenda Item: **9.C. Approve contract #CT3755 with Rady Children’s Hospital for vision and hearing school screenings for the 2020-2021 school year.**

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

Quick Summary / Abstract: Annual vision and hearing screenings for kindergarten, second, and fifth grade students are mandated as part of the educational programming provided to all students.

Approval of this contract will ensure the National School District's student vision and hearing screenings are conducted by “duly qualified supervisors of health” in accordance with Education Code Section 49452(a).

Comments: Schools are required to conduct vision testing and hearing screenings for early identification of vision or hearing deficits that may negatively affect the health and learning of students. For the past 20 years, Rady Children's Hospital has provided these services to the National School District at all ten schools.

Rady Children’s Hospital will provide all necessary equipment and document results; as well as provide re-screening as necessary.

Recommended Motion: Approve contract #CT3755 with Rady Children’s Hospital for vision and hearing school screenings for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$22,000
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3755



June 15, 2020

National School District
 Janna Pipper
 Director, Student Support Services
 1500 N Avenue
 National City, CA 91950

Dear Janna,

Thank you for choosing Rady Children's Hospital - San Diego to provide the mandated screenings for your district. Your support of the Screening Program is greatly appreciated.

The attached rate sheet provides the 2020-2021 rates, including the per-screening cost and the hourly rate.

If you have questions or would like to meet with me to discuss these changes or any other screening issues, please call me. I can be reached at 858-966-7542. My email address is dchase@rchsd.org.

If the rates and terms are acceptable to you, please sign and return this letter to me. Confirmation of our engagement is necessary to comply with hospital policy and enable staff to be scheduled for your screening dates.

Again thank you for allowing Rady Children's Hospital - San Diego to assist your district in providing mandated screening services.

Sincerely,

Diana Chase, RN, FNP
 Supervisor, Government Affairs and School Health

Agreed and Accepted:

By: _____ Date: _____

Title: _____

**National School District
2020-2021 School Screening Services Rates
Effective August 1, 2020-June 30, 2021**

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$3.22
Initial screening of near vision:	\$3.22
Initial screening of far vision:	\$3.22
Initial screening of color perception:	\$3.22
Difficult to test per screening:	\$6.85
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$73.50
Initial screening or retest of hearing or vision for difficult to test students:	\$73.50
School Nurse Hourly Rate (special education, etc.):	\$73.50

**All rates are per screening unless otherwise indicated.*

Rady Children’s Hospital – San Diego (“Children’s”) will provide:

- Assurance that all personnel who provide the screening services have the necessary licensure and credentials, annual TB screening, and clearance of a criminal background check
- Equipment necessary for testing, including disposable eye covers for vision screening.
- Documentation of results on A – Z class lists and a complete tally for each screening date in a format that can be translated for state reports.
- Staff to provide rescreens for students that fail initial screening.
- Monthly invoicing that includes itemization of screenings provided. Payment is due within thirty (30) days of receipt of the invoice.

National School District (“District”) will provide:

- The start time for each school in the district.
- The number of students enrolled in each grade to be screened at each school.
- The schedule for the students for each day of screening.
- **A – Z class lists** for **each** screener on the day of screening.
- **Adequate and appropriate space** for the screenings.
- Tables, chairs, and easy access to electrical outlets.
- **Appropriate individuals** to assist with the supervision of students being brought to the screening, during the screening, and return to class.

Compliance with Laws Governing Confidentiality and Privacy. DISTRICT acknowledges that CHILDREN’S is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”) and regulations promulgated thereunder (“HIPAA Regulations”). CHILDREN’S and DISTRICT shall use reasonable efforts to preserve the confidentiality of Protected Health Information, as that term is defined by HIPAA Regulations. DISTRICT acknowledges and agrees that CHILDREN’S is permitted to use and disclose such information to the extent that such use and disclosure is required or permitted by HIPAA, HIPAA Regulations and applicable state laws. DISTRICT and CHILDREN’S shall amend this Agreement as necessary to comply with any amendments to such laws or regulations and to comply with any regulations promulgated pursuant to such laws.

Liability. The parties shall indemnify, defend, and hold each other harmless against any loss, cost, damage, liability, action, claims, cause of action, allegation, order, judgment, settlement, obligation or expense (including court costs, attorney’s and consultant’s fees) incurred by a party because of the negligent and/or unintentional acts or omissions of the other party, its employees, agents, and/or representatives.

Agenda Item: **9.D. Approve Head Start Services Agreement #CT3756 (Exhibit C) between the National School District Governing Board and Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2020-2021.**

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

Quick Summary / Abstract: In order to receive federal Head Start funds through Neighborhood House Association (NHA), the District is required to enter into an annual agreement with the NHA. The monies will be used in 2020-2021 to fund preschool service in a preschool classroom, individual Home Base services, health services, student support services, and family social service support.

Comments: National School District is required to serve 168 eligible children during the 2020-2021 school year in order to earn the \$1,175,167 contract amount.

Recommended Motion: Approve Head Start Services Agreement #CT3756(Exhibit C) between the National School District Governing Board and Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2020-2021.

Financial Impact: Head Start NHA contract revenue for up to \$1,175,167

Attachments:
Exhibit C

Agenda Item:	10. HUMAN RESOURCES
Agenda Item:	10.A. Conduct public hearing pursuant to Government Code Section 3547 regarding the proposals from the National School District to the California School Employee Association and its Chapter 206 to open negotiations for the 2020-2021 school year.
Speaker:	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, referred to as "sunshining", gives the public the opportunity to express their views at a Board meeting prior to the Board's adoption of any formal proposal submitted during the negotiation process with recognized employee organizational representatives.
Comments:	<p>Conduct Public Hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Employee Association and to open negotiations for the 2020-2021 school year.</p> <p>The District's initial proposal for the 2020-2021 school year is as follows:</p> <p>Article 10: Pay and Allowance No change in language or increase in the District's maximum contribution per eligible full time employee.</p> <p>Article 12: Health and Welfare Benefits No change in language for increase in the District's maximum contribution per eligible full time employee.</p>
Recommended Motion:	Conduct public hearing pursuant to Government Code Section 3547 regarding the proposals from the National School District to the California School Employee Association and its Chapter 206 to open negotiations for the 2020-2021 school year.

Agenda Item: **10.B. Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the California School Employee Association and its Chapter 206 for the 2020-2021 school year.**

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

Quick Summary / Abstract: The 2020-2021 school year is the third year of the current three-year agreement between the California School Employee Association and its Chapter 206.

Comments: Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the California School Employee Association and its Chapter 206 for the 2020-2021 school year.

The District's initial proposal for the 2020-2021 school year is as follows:

Article 10: Pay and Allowance

No change in language or increase in the District's maximum contribution per eligible full time employee.

Article 12: Health and Welfare Benefits

No change in language for increase in the District's maximum contribution per eligible full time employee.

Recommended Motion: Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the California School Employee Association and its Chapter 206 for the 2020-2021 school year.

Agenda Item: **10.C. Approve contract #CT3631 with Frontline Technologies to provide substitute placement services for National School District for the 2020-2021 school year.**

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

Quick Summary / Abstract: The District uses Frontline Technologies for substitute placement services. Frontline Technologies is used by all National School District employees to report and track their absences. The system monitors the absences and notifies the substitutes of available jobs.

Frontline Technologies can alert the substitutes to new jobs through both phone and e-mail services. The District will continue to use Frontline Technologies for the 2020-21 school year, the cost has increased from \$12,443.69 to \$13,047.24. The contract was on the annual contract list but since the amount increased by \$603.55, we are bringing back the subscription for Board approval.

Recommended Motion: Approve contract #CT3631 with Frontline Technologies to provide substitute placement services for National School District for the 2020-2021 school year.

Financial Impact: Contract cost: \$13,047.21
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3631



INVOICE

Acct #: 13064
#INVUS118780

National Elementary School District
Accounts Payable
1500 N AVE
National City CA 91950-4827

Start Date: 07/01/2020

Due Date: 07/31/2020

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Absence & Substitute Management, unlimited usage for internal employees	07/01/2020	06/30/2021	13064 National School District	\$13,047.21	\$13,047.21

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$13,047.21

TOTAL DUE \$13,047.21
by 07/31/2020

Agenda Item: **10.D. Ratify agreement #CT3758 between National School District and Southern California Regional Liability Excess Fund (ReLiEF) Joint Powers Authority (JPA).**

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

Quick Summary / Abstract: The Southern California Regional Liability Excess Fund (ReLiEF) Joint Powers Authority (JPA) for Liability Coverage is a program offered through Keenan and Associates. Keenan and Associates is the District's workers compensation insurance coverage.

The agreement was Board approved at the June 24, 2015 Board meeting. The agreement's term was until June 30, 2018. A second agreement was signed from July 1, 2018-June 30, 2021, but did not go through Board approval, therefore ratification of the agreement is needed.

Recommended Motion: Ratify agreement #CT3758 between National School District and Southern California Regional Liability Excess Fund (ReLiEF) Joint Powers Authority (JPA).

Attachments:
CT3758

**PROPERTY AND CASUALTY
CLAIMS ADMINISTRATION SERVICES AGREEMENT**

This Property and Casualty Claims Administration Services Agreement (“Agreement”) is made and entered into by and between National School District (“Client”) and Keenan & Associates (“Keenan”), as of July 1, 2018 (“Effective Date”). Client and Keenan are also referred to individually as a “party” and collectively as the “parties.”

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from July 1, 2018 through June 30, 2021 (“Term”) unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

- Exhibit A-1 – Administrative Services
- Exhibit A-2 – Adjustment Services
- Exhibit A-3 – Investigative Services
- Exhibit A-4 – Additional Investigative Services



- B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the “Coverage”) provided by the Insurance Policy or Memorandum of Coverage issued by Southern California ReLIEF. Such claims shall be referred to hereafter as “Claims.”
- C. Keenan shall perform its obligations hereunder as an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers’ compensation coverage.
- D. Keenan’s services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement. Except for Keenan’s responsibilities with respect to funds obtained from or held on behalf of Client, Keenan shall not be a fiduciary of Client.

- E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

- A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.
- C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.
- D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.
- E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.
- F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. COMPENSATION

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. INSURANCE

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- A. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- B. General Liability: Coverage (including motor vehicle operation) with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- C. Errors and Omissions: Coverage with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- D. Cyber Liability/Privacy: Coverage with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. INDEMNIFICATION

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. DISPUTE RESOLUTION

- A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.
- B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.
- C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. TERMINATION

- A. This Agreement may be terminated upon the occurrence of any of the following events:
 - i. By either party upon the dissolution or insolvency of either party;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
 - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to

conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

- iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.
 - v. Either party shall have the right to terminate at any time without cause or penalty upon sixty (60) days prior written notice to the other party.
- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.
 - C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. DISPOSITION OF FILES

- A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.
- B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. OWNERSHIP OF RECORDS

- A. Records of the services provided under this Agreement shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.
- B. In the event of the expiration or termination of this Agreement, Keenan shall return all Client files except as may otherwise be agreed to, in writing, between Keenan and Client.

12. SOLICITATION OF EMPLOYEES

During the Term and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided,

however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations of advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

13. MARKETING

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

14. OTHER RELATIONSHIPS

- A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.
- B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.
- C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

15. GENERAL

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be

interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.

- C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
 2355 Crenshaw Blvd., Ste. 200
 Torrance, CA 90501
 Attn: Legal Department
 Fax: (310) 533-0573

- I. This Agreement may be executed in counterparts and by fax signatures.
- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.


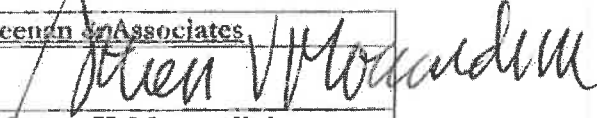
National School District		Keenan & Associates	
Signature:		Signature:	
By:	Chris Carson	By:	Steven V. Moccardini
Title:	Superintendent of Business Services	Title:	Vice President
Address:	1500 N. Avenue National City, CA 91950	Address:	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
Telephone:		Telephone:	(310) 212-0363 ext. 2624
Attention:		Attention:	Greg Trapp
E-mail:		E-mail:	gtrapp@keenan.com

EXHIBIT A-1
ADMINISTRATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:
 - A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.
 - B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.
 - C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

**EXHIBIT A-2
ADJUSTMENT SERVICES**

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:
 - A. The maintenance of a file on each Claim reported to Keenan.
 - B. Periodic review and adjustment of reserves on all open Claims.
 - C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.
 - D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.
 - E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.
 - F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the "Memorandum of Coverage" or "Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.
 - G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
 - H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.
 - I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

**EXHIBIT A-3
INVESTIGATIVE SERVICES**

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:
 - A. Receipt and examination of all reports of Claims.
 - B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.
 - C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.
 - D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.

2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.

EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:
 - A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").
2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.
3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

EXHIBIT A-5
SECTION 111 REPORTING SERVICES

1. Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("Section 111") requires the reporting of certain liability settlements and/or payments to the Center for Medicare Services ("CMS"). Client is the Responsible Reporting Entity ("RRE"), as defined under Section 111, for any liability payment or settlement made by it from its own funds.

For each claim managed by Keenan under the Agreement, Keenan shall, in its capacity as TPA, perform the following services:

- a. Determine whether or not a Section 111 report ("Report") must be filed; and
 - b. File any required Reports on behalf of Client.
2. When a claim payment or settlement exceeds Client's retained limit or deductible ("MRL/Deductible"), Keenan, as Client's TPA, shall file a Report with respect to the portion of the payment made from the client's MRL/Deductible. The coverage provider, Southern California ReLiEF, is responsible for submitting a Report with respect to any payments made by the coverage provider.
 3. It is the Client's responsibility to timely provide Keenan with all information in its possession that is required for the filing of a 111 Report. Keenan shall not be responsible for any penalty or fine that is assessed for a failure to file a timely, accurate and/or complete Report if such failure was the result of the failure of the Client or any third party to provide Keenan with all information necessary to file a timely, accurate, and complete Report.
 4. Keenan cannot issue a payment to a claimant until all information required for the filing of a Report has been received.
 5. Keenan shall have no responsibility to file a Report for any payment or settlement made by Client without the involvement of Keenan. In such cases, Client, or its designee, shall be solely responsible for its own Section 111 compliance. This includes, without limitation, the determination of whether or not a Report must be submitted, as well as the preparation and submission of all required Reports.

**EXHIBIT B
COMPENSATION**

1. Client agrees to pay Keenan fees calculated as follows:

A. For the period of July 1, 2018-June 30, 2019:

V.P./A.V.P./Claims Manager -	\$92.75 per hour
Senior Claims Examiner -	\$87.50 per hour
Claims Examiner -	\$77.50 per hour
Expenses -	42% of hourly billings
Minimum per file charge	One hour

2. Fees for subsequent contract years, as applicable, will be determined based upon Keenan's then-current hourly rate. Keenan shall provide Client notice of the rates for subsequent years at least sixty (60) days before the beginning of the applicable contract year.
3. Invoices will be issued quarterly for fees for time and expense actually accrued, if any, and are due and payable upon receipt of the invoice.
4. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.

Agenda Item: **10.E. Approve amendment to Property and Casualty Claims Administration Services Agreement, the Estimated Contribution/Premium Summary and the Protected Insurance Program for Schools and Community Colleges Joint Powers Authority from July 1, 2020-June 30, 2021.**

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

Quick Summary / Abstract: Each year the National School District receives an amendment for compensation of the Property and Casualty Administration Services agreement for change rates. New pay rate changes are follows:

V.P./A.V.P/Claims Manager- From \$ 92.75 to \$95. 53 per hour

Senior Claims Examiner- From \$87.50 to \$90.13 per hour

Claims Examiner- From \$77.50 to \$79.83 per hour

Expenses From 42% to 43% of hourly billing

Minimum per file change: One hour

The PIPS includes the modifications for estimated payroll, deposit premium rate, balanced experience modifications, and deposit premium and agreement also includes the PROFORMA that includes the Estimated Contribution/Premium Summary.

Recommended Motion: Approve amendment to Property and Casualty Claims Administration Services Agreement, the Estimated Contribution/Premium Summary and the Protected Insurance Program for Schools and Community Colleges Joint Powers Authority from July 1, 2020-June 30, 2021.

Attachments:
PIPS 2020-2021

**AMENDMENT No 2 to
PROPERTY AND CASUALTY CLAIMS ADMINISTRATION
SERVICES AGREEMENT**

This Amendment modifies the **Property and Casualty Claims Administration Services Agreement** (“Agreement”) effective on **July 1, 2018** by and between **National Unified School District** (“Client”) and **Keenan & Associates** (“Keenan”).

1. The effective date of this Amendment is **July 1, 2020**.
2. This Amendment amends **Exhibit B Compensation** of the Agreement for the period from **July 1, 2020** through **June 30, 2021** to read as outlined below. This Amendment supersedes any and all prior understanding between the Parties as to this matter.

For the period July 1, 2020 – June 30, 2021:

V.P./A.V.P./Claims Manager -	\$ 95.53 per hour
Senior Claims Examiner -	\$ 90.13 per hour
Claims Examiner -	\$ 79.83 per hour
Expenses -	43% of hourly billings
Minimum per file charge	One hour

3. All other terms and conditions of the Agreement remain unchanged.
4. Each person signing this Amendment on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

<u>National Unified School District</u>		<u>Keenan & Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>		<u>By:</u>	Eric J. Lucas, Esq.
<u>Title:</u>		<u>Title:</u>	Vice President
<u>Address:</u>	1500 N. Avenue National City, CA 91950	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
<u>Attention:</u>		<u>Attention:</u>	Greg Trapp
<u>Telephone:</u>	(619) 336-7717	<u>Telephone:</u>	(949) 940-1760 x5165
<u>E-mail:</u>	ccarson@nsd.us	<u>E-mail:</u>	gtrapp@keenan.com



**THE PROTECTED INSURANCE PROGRAM
FOR SCHOOLS AND COMMUNITY COLLEGES
JOINT POWERS AUTHORITY**

**Program Year July 1, 2020 - July 1, 2021
Deposit Renewal Rates**

National School District

The following Experience Modification Factors, Premium Rates, and Estimated Premium amounts are based on the PIPS Rates adopted by the Board of Directors and the underwriting calculations completed in compliance with the Board Policy. These Premiums are deposit premium amounts and are subject to change upon the Final Payroll Audit after the program year's end.

2020-2021 Estimated Payroll:	<u>\$ 42,438,627</u>
2020-2021 Deposit Premium Rate:	<u>\$ 2.6054</u>
2020-2021 Balanced Experience Modification:	<u>101.48%</u>
2020-2021 Deposit Premium:	<u>\$ 1,105,695</u>

Notes:

These indicated, tentative rates cover all limits, terms and conditions provided by the Reinsurer plus all services to be provided by the Program Manager including the administration of all claims incurred in the program year for seven years.

Disclosure Statement:

Keenan is compensated for the various services it provides in connection with the management and administration of the Protected Insurance Program for Schools & Community Colleges JPA ("PIPS"), including general administration, financial processing and reporting, loss control, marketing, underwriting, brokerage (reinsurance and other coverages) and claims administration (for seven years). The compensation paid to Keenan is approved by the governing board of PIPS each year and is included in the cost of member contributions. For the 2020/2021 program year, Keenan will be compensated at the rate of \$0.5305 per \$100 of payroll based on the overall PIPS composite rate of \$2.3652 per \$100 of payroll, subject to modification for individual member experience. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members, the cost of allocated loss adjustment services provided in connection with individual claims, or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract approved by the governing board of PIPS. For additional information concerning Keenan compensation, see www.keenan.com/disclosure.asp

Accepted By:

<hr/> Signed By (Print Name)	<hr/> Client Signature	<hr/> Date
For: National School District		



PROFORMA
JULY 1, 2020 to JULY 1, 2021
ESTIMATED CONTRIBUTION /PREMIUM SUMMARY

ReLiEF COVERAGES	MEMBER RETAINED LIMIT/ DEDUCTIBLE	CONTRIBUTION/ PREMIUM
LIABILITY \$10,000,000 Limit Of Liability	\$5,000	\$263,653
PROPERTY \$250,250,000 Total Insured Values (TIV)	\$25,000	\$47,071
ELECTRONIC DATA PROCESSING EQUIPMENT \$1,000,000 Total Insured Values (TIV)	\$250	\$2,932
CRIME \$5,000,000 Employee Dishonesty/Faithful Performance	\$2,500	\$1,155
CYBER LIABILITY \$1,000,000 Security Breach Response Limit	\$25,000	\$1,538
EQUIPMENT BREAKDOWN \$100,000,000 Total Insured Values (TIV)	\$1,000	\$3,016
SUBTOTAL PROGRAM COSTS		\$319,365
EXCESS LIABILITY \$25,000,000 Excess Limit of Liability	\$10,000,000	\$26,119
EXCESS LIABILITY \$50,000,000 Excess Limit of Liability	\$25,000,000	\$8,431
TOTAL PROGRAM COSTS		\$353,915

LIABILITY	PROPERTY
2018/2019 LOTTERY ADA 5,201	TIV: \$113,413,268
EX MOD. - RETAINED 54.69 %	EX MOD. - RETAINED 175.87 %

Service Team:
 Gregory Trapp, Vice President
 Sarah MacTaggart, Account Manager



Run Date: 06/03/2020 11:11 AM
 Report Date: 06/03/2020 11:11 AM



PROFORMA

JULY 1, 2020 to JULY 1, 2021

ESTIMATED CONTRIBUTION/ PREMIUM SUMMARY

Latest Real Property Appraisal Date	01/31/2017
Next Real Property Appraisal Date	01/31/2022
- PROGRAM COSTS	\$353,915
- ReLiEF ADMIN EXPENSE *Includes AMP @ \$5K	\$ 1,612
- ReLiEF UW/RM RESERVE	\$ 6,553
- WETIP CONTRIBUTION	\$ 312
- TOTAL PROGRAM COSTS	\$ 362,392

Accepted by: _____
Authorized District Representative

Title: _____
Authorized District Representative

Witnessed by: _____
Gregory Trapp

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE WILL BIND COVERAGE.

Keenan is compensated for the various services it provides in connection with the management and administration of Southern California ReLiEF (SCR), including general administration, financial processing, claims administration, loss control, reporting, marketing, underwriting, brokerage (reinsurance and other coverages) and reinsurance/insurance services. The compensation paid to Keenan is approved by the governing board of SCR and is included in the cost of member contributions. It is anticipated that the total compensation to be received by Keenan for these services for the 2020/2021 program year will not exceed 14.50% of total member contributions. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members, the cost of allocated loss adjustment services provided in connection with individual claims, or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract. For additional information concerning Keenan compensation, see www.keenan.com/disclosure.asp.



Run Date: 06/03/2020 11:11 AM

Report Date: 06/03/2020 11:11 AM

Agenda Item: **11. BUSINESS SERVICES**

Agenda Item: **11.A. Adopt Resolution #20-21.01 designating authorized agents to receive mail and pick up warrants at the County Office of Education for the 2020-2021 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: This resolution authorizes the following:

1. Dr. Leighangela Brady, Superintendent, as mail addressee
2. Dr. Leighangela Brady, Superintendent, Erina Cowart, Director of Finance, and Virginia Fogerson, Accounting Technician/Accounts Payable, to pick up warrants (other than mail addressee).

Comments: In order to maintain a current register of persons authorized to act on behalf of the District and in compliance with various sections of the Education Code, it is necessary that the attached resolution be adopted and returned to SDCOE each fiscal year.

Recommended Motion: Adopt Resolution #20-21.01 designating authorized agents to receive mail and pick up warrants at the County Office of Education for the 2020-2021 school year.

Attachments:
Resolution #20-21.01

National School District Resolution

#20-21.01

RESOLUTION DESIGNATING AUTHORIZED AGENTS TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective July 1, 2020 to June 30, 2021.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent to receive mail from the Accounting/Payroll Section is Leighangela Brady, Superintendent.
2. The authorized person(s) to pick up warrants from the County Office (other than the mail addressee) are:

Leighangela Brady
Erina Cowart
Virginia Fogerson

Superintendent
Director of Finance
Accounting Technician/Accounts Payable

3. Check one Monthly payroll warrants each and every month
Mail Hold Consortium
- Check one Daily/Hourly payroll warrants each and every
Mail Hold Consortium month.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County of Education.

Agenda Item: **11.B. Adopt Resolution #20-21.02 authorizing Payment Order Resolution.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Before San Diego Office of Education can issue a paycheck to any employee, they must first verify that each employee has taken the oath of allegiance in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title 1 of the Government Code (all district). In National School District, this is done as part of the employee onboarding process, and a copy is retained in each employees personnel file.

This resolution authorizes the following persons to verify the oath of allegiance for employees:

1. Dr. Leighangela Brady, Superintendent
2. Dr. Leticia Hernandez, Assistant Superintendent of Human Resources

Comments: In order to maintain a current register of persons authorized to act on behalf of the District and in compliance with various sections of the Education Code, it is necessary that the attached resolution be adopted and returned to SDCOE each fiscal year.

Recommended Motion: Adopt Resolution #20-21.02 authorizing Payment Order Resolution.

Attachments:
Resolution #20-21.02

National School District Resolution

#20-21.02

PAYMENT ORDER RESOLUTION

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective July 1, 2020 to June 30, 2021.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title 1 of the Government Code, the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Leighangela Brady, Ed. D.

Superintendent

Leticia Hernandez, Ed. D.

Assistant Superintendent, Human Resources

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County of Education.

PASSED AND ADOPTED by the Governing Board of National School District on this 8th day of July, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

Resolution #20-21-02
July 8, 2020
Page 2

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

Secretary to the Governing Board

Manual Signature(s) of
Authorized person(s):

Facsimile Signature(s), if applicable
(Rubber Stamp) Gov Code Sec. 5501:

Agenda Item: **11.C. Adopt Resolution #20-21.04 designating authorized agent to sign school orders (commercial warrants) for the 2020-2021 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Pursuant to the provisions of Education Code Section 42632 or 85232, each order drawn on the funds of a school district shall be signed a person or persons authorized by the governing board to sign orders in its name.

This resolution authorizes the following persons to sign any and all orders in the name of National School District drawn on the funds of National School District.

1. Leighangela Brady, Superintendent
2. Leticia Hernandez, Assistant Superintendent, Human Resources
3. Sharmila Kraft, Assistant Superintendent, Educational Services

Comments: In order to maintain a current register of persons authorized to act on behalf of the District and in compliance with various sections of the Education Code, it is necessary that the attached resolution be adopted and returned to SDCOE each fiscal year.

Recommended Motion: Adopt Resolution #20-21.04 designating authorized agent to sign school orders (commercial warrants) for the 2020-2021 school year.

Attachments:
Resolution #20-21.04

National School District Resolution

#20-21.04

RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____, effective July 1, 2020 to June 30, 2021.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232,

Leighangela Brady, Superintendent
Leticia Hernandez, Assistant Superintendent, Human Resources
Sharmila Kraft, Assistant Superintendent, Educational Services

be and are hereby authorized to sign any and all orders in the name of said District drawn on the funds of said District.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and deletions shall be submitted in writing to the San Diego County of Education.

PASSED AND ADOPTED by the Governing Board of National School District on this 8th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

Resolution #20-21.04
July 8, 2020
Page 2

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

Secretary to the Governing Board

Manual Signature(s) of
Authorized person(s):

Facsimile Signature(s), if applicable
(Rubber Stamp) Gov Code Sec. 5501:

Agenda Item: **11.D. Renew Contract #CT3651 for Bid #18-19-193 to Diamond Jack Enterprises, for Fresh Fruit and Vegetables.**

Speaker: Dr. Leighangela Brady, Superintendent

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 first 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: Renew 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
General Fund

Attachments:
CT3651
CT3651 Extension

CONTRACT AGREEMENT CT3651

THIS AGREEMENT, made and entered into this 14th 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, 2020

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, 2020 and continue through June 30, 2021. 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:	11.E. Accept gifts.
Speaker:	Dr. Leighangela Brady, Superintendent
Rationale:	<ol style="list-style-type: none"> 1. \$850.00 from EL Toyon PTA to El Toyon School for field trip transportation. 2. \$11.90 from Box Tops for Education to Central School for any school needs. 3. \$225.75 from United Way of San Diego to Central School for any school needs.
Quick Summary / Abstract:	<ul style="list-style-type: none"> • El Toyon PTA works throughout the year to support various programs at El Toyon School and National School District. • Box Tops for Education® is one of the nation’s largest school fundraising loyalty programs and has been helping schools succeed since 1996. With over 250 participating products, it’s an easy way for schools to earn cash for the things they need. • United Way of San Diego fights for the health, education, and financial stability of every person in the community.
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:

12. BOARD WORKSHOP

Agenda Item:

13. BOARD/CABINET COMMUNICATIONS

Agenda Item: **14. ADJOURNMENT**