



# Governing Board Agenda

**August 12, 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:

<https://meet.google.com/kmn-eubq-cdj>

To listen to the meeting, please call (US) +1 385-325-1230 PIN: 227 655 481#

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

<https://stream.meet.google.com/stream/77a840d7-8541-4de7-98a7-fcb570e03b6d>

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

Wednesday, August 12, 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 [jgomez@nsd.us](mailto:jgomez@nsd.us) no later than 12:00 p.m. Wednesday, August 12, 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) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. 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, August 12, 2020 at (619) 336-7700.

### 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 [jgomez@nsd.us](mailto:jgomez@nsd.us) no later than 12:00 p.m. Wednesday, August 12, 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) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. 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, August 12, 2020 at (619) 336-7700." No Board action can be taken.

**5. PRESENTATIONS**

**5.A.** Recognize district and grade level winners of the Summer Sizzle reading and math challenges.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**6. AGENDA**

**6.A.** Accept Agenda.

Barbara Avalos,  
Board President

**7. 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.

**7.A. Minutes**

**7.A.I.** Approve the minutes of the Special Board Meeting held on July 2, 2020.

Dr. Leighangela  
Brady, Superintendent

**7.A.II.** Approve the minutes of the Regular Board Meeting held on July 8, 2020.

Dr. Leighangela  
Brady, Superintendent



**7.A.III.** Approve the minutes of the Special Board Meeting held on July 16, 2020.

Dr. Leighangela Brady, Superintendent

**7.A.IV.** Approve the minutes of the Special Board Meeting held on July 21, 2020.

Dr. Leighangela Brady, Superintendent

**7.B.** Administration-None

**7.C.** Human Resources

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

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

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

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

**7.D.** Educational Services

**7.D.I.** Ratify Individual Services Agreement #CT3634 with Aseltine School for student #3709915 extended school year distance learning program.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**7.D.II.** Ratify Individual Services Agreement #CT3639 with Aseltine School for student #3711706 extended school year distance learning program.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**7.D.III.** Ratify Individual Services Agreement #CT3641 with San Diego Center for Children Academy for student #3706533 extended school year distance learning program.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**7.D.IV.** Ratify Individual Services Agreement #CT3676 with Banyan Tree Educational Services for student #3705001 extended school year distance learning program.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**7.D.V.** Ratify Individual Services Agreement #CT3703 with Stein Education Center for student #3712441 extended school year distance learning program.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**7.D.VI.** Approve Individual Service Agreement #CT3750 with Aseltine School to provide an educational program for student #3711706 for the 2020-2021 school year.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

<b>7.D.VII.</b> Approve Individual Service Agreement #CT3751 with Stein Education Center to provide an educational program for student #3712441 for the 2020-2021 school year.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>7.D.VIII.</b> Approve Individual Service Agreement #CT3752 with Banyan Tree Educational Services to provide an educational program for student #3705001 for the 2020-2021 school year.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>7.D.IX.</b> Approve Individual Service Agreement #CT3753 with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2020-2021 school year.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>7.D.X.</b> Approve Individual Service Agreement #CT3757 with Aseltine School to provide an educational program for student #3709915 for the 2020-2021 school year.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>7.E. Business Services</b>	
<b>7.E.I.</b> Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.	Dr. Leighangela Brady, Superintendent
<b>8. POLICIES, REGULATIONS, BYLAWS</b>	
<b>8.A.</b> First reading and adopt revision to Board Bylaw 9123-Clerk.	Barbara Avalos, Board President
<b>9. GENERAL FUNCTIONS</b>	
<b>9.A.</b> Updates and discussion on the Coronavirus (COVID-19) pandemic.	Dr. Leighangela Brady, Superintendent
<b>10. EDUCATIONAL SERVICES</b>	
<b>10.A.</b> Authorize the Superintendent to submit the Consolidated Application for Funding Categorical Aid Programs 2020-2021.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.B.</b> Approve adoption of Benchmark Advanced/Adelante for English Language Development grades K-6. (Exhibit B)	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.C.</b> Approve the purchase of digital subscription for American Reading SchoolPace Connect for all National School District sites.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

<b>10.D.</b> Approve the purchase of 200 additional hotspot devices from T-Mobile for distance learning for the 2020-2021 school year.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.E.</b> Approve the purchase of 400 iPads for National School District preschool students and staff to use during distance learning.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.F.</b> Amend contract #CT3045 with South Bay YMCA for Before and After School program for the 2020-2021 school year.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.G.</b> Amend contract #CT3045 with YMCA of San Diego County for After School Education & Safety (ASES) Program to extend the grant funds from the 2019-2020 school year through December 31, 2020.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.H.</b> Approve contract #CT3451 with Rady Children's Hospital - San Diego for the provision of student health services.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.I.</b> Amend contract #CT3707 to GigaKOM for Internal Connections – Firewall for District Network for the 2020-2021 school year.	Dr. Sharmila Kraft, Assistant Superintendent of Education Services
<b>10.J.</b> Ratify contract #CT3759 between PowerSchool Group LLC and National School District for a 36-month subscription with Schoology Learning Management System (LMS). (Exhibit C)	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.K.</b> Approve contract #CT3760 with PresenceLearning to be used by special education and support staff to deliver services via distance learning for the 2020-2021 school year.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.L.</b> Approve contract agreement #CT3761 with PresenceLearning, a Health Insurance Portability and Accountability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) compliant, teletherapy service to provide contracted services for special education students for the 2020-2021 school year. (Exhibit D)	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
<b>10.M.</b> Approve San Diego Quality Preschool Initiative (SDQPI) Agreement #CT3762 with the San Diego County Office of Education (SDCOE) for the purpose of receiving preschool enhancement funding to support early childhood education programs for children three and four years of age. (Exhibit E)	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

## 11. HUMAN RESOURCES

**11.A.** Authorize the Assistant Superintendent of Human Resources to hire temporary employees.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**11.B.** Approve Memorandum of Understanding with the National School District and the National City Elementary Teachers Association (NCETA) for negotiable impacts and effects of the working environment during the distance learning COVID-19 pandemic during the 2020-2021 school year.

Dr. Leticia Hernandez,  
Assistant  
Superintendent  
Human Resources

## 12. BUSINESS SERVICES

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

Dr. Leighangela  
Brady, Superintendent

**12.B.** Conduct a public hearing for Resolution #20-21.26 to establish temporary interfund transfers of special or restricted fund monies.

Dr. Leighangela  
Brady, Superintendent

**12.C.** Adopt Resolution #20-21.26 to establish temporary interfund transfers of special or restricted fund monies.

Dr. Leighangela  
Brady, Superintendent

**12.D.** Approve the Estimated Actual Budget for 2019-2020, and adopt the revised 2020-2021 Proposed Budget for all funds. (Exhibit F)

Dr. Leighangela  
Brady, Superintendent

## 13. BOARD WORKSHOP

**13.A.** Review and discuss suggested revisions and updates to Board Bylaws, Board Policies and Administrative Regulations. (Exhibit G)

Barbara Avalos,  
Board President

## 14. BOARD/CABINET COMMUNICATIONS

## 15. 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 [jgomez@nsd.us](mailto:jgomez@nsd.us) no later than 12:00 p.m. Wednesday, August 12, 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) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. 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, August 12, 2020 at (619) 336-7700." No Board action can be taken.



Agenda Item: **5. PRESENTATIONS**

Agenda Item: **5.A. Recognize district and grade level winners of the Summer Sizzle reading and math challenges.**

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

Quick Summary / Abstract: In an effort to encourage continued learning during the summer, all students Transitional Kindergarten through 5th grade students were invited to participate in Summer Sizzle reading and math challenges.

Summer Sizzle ran from July 13-31, 2020. The 14 students who logged the most time in each program will be recognized by the Governing Board to honor their hard work and initiative.

Comments: Students in National School District were challenged to read books in myON, and practice math in Freckle; two digital learning programs available on student devices. These two digital programs, from Renaissance Learning, were piloted across the District from April through July 2020.

Top students were identified at each of the following levels:

- Top District Reader
- Top Grade Level Reader in TK/K, 1, 2, 3, 4, 5
- Top District Mathematician
- Top Grade Level Mathematician in TK/K, 1, 2, 3, 4, 5

Each grade level winner will get a goody basket. The top winner will get a \$50 gift card and a bigger goody basket

All prizes were provided by our community partner, Mission Federal Credit Union.

Agenda Item: **6. AGENDA**

Agenda Item: **6.A. Accept Agenda.**

Speaker: Barbara Avalos, Board President

Recommended  
Motion: Accept Agenda

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

Agenda Item: **7.A.I. Approve the minutes of the Special Board Meeting held on July 2, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:

Special Board minutes 07/02/20

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

July 02, 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 - 4:00 p.m.**

Closed session was held from 4:00 p.m. to 5:58 p.m.

No action was taken in closed session.

**6. ADJOURNMENT**

Closed session was adjourned at 5:58 p.m.

No action was taken in closed session.

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Clerk of the Governing Board

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Secretary to the Governing Board

DRAFT



Agenda Item: **7.A.II. Approve the minutes of the Regular Board Meeting held on July 8, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Board minutes 07/08/20

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

July 08, 2020  
6:00 PM  
Virtual

<https://drive.google.com/file/d/1LmipBmKjXWJKZ1BQiFsXtosRnK1-uAqG/view>

**1. CALL TO ORDER**

Board President, Barbara Avalos called the meeting to order at 6:08 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 6:09 p.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**

**Motion Passed:** Vote to waive 20 minutes allowed time for public communications passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

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

Alfredo Alvarez, CSEA, Labor Relations Representative, submitted a public comment regarding Board action during COVID-19.

Karolyn Kmet-Moran, Teacher, Olivewood School submitted a public comment regarding Board action during COVID-19.

Yvonne San Martin-Vallejo, Teacher, Ira Harbison School submitted a public comment regarding Board action during COVID-19.

Janis Ireland, Teacher, Ira Harbison School submitted a public comment regarding Board action during COVID-19.

Rebecca Heitert, Resource Specialist, Las Palmas School submitted a public comment regarding Board action during COVID-19.

Tamlyn McKean, NCETA, Organizing Chair submitted a public comment regarding Board action during COVID-19.

Patricia Carrillo, NCETA, Membership Chair submitted a public comment regarding Board action during COVID-19.

Sandra Puentes, NCETA, Vice President submitted a public comment regarding Board action during COVID-19.

Gisela Marable, Teacher, Kimball School submitted a public comment regarding Board action during COVID-19.

## **5. AGENDA**

### **5.A. Accept Agenda.**

**Motion Passed:** Acceptance of Agenda 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. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**6.A. Minutes**

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

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

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

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

**6.B. Administration**

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

**6.C. Human Resources**

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

**6.D. Educational Services- None**

**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).**

**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.**

**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.**

**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.**

**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.**

**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.**

**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.**

**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.**

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

## **7. POLICIES, REGULATIONS, BYLAWS**

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

## **8. GENERAL FUNCTIONS**

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

**Motion Passed:** Approval of the draft Governing Board meeting schedule 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

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

Christina Benson, NCETA President submitted a public comment regarding agenda item 8B.

**Motion Passed:** Adoption of Resolution #20-21.13 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

**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.**

**Motion Passed:** Following discussion, approval of contract #CT3398 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

**8.D. 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.

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

**9. EDUCATIONAL SERVICES**

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

**Motion Passed:** Following discussion, approval of MOU 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

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

**Motion Passed:** Following discussion, amendment of contract #CT3754 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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



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

**Motion Passed:** Following discussion, approval of contract #CT3755 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

**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.**

**Motion Passed:** Approval of agreement #CT3756 (Exhibit C) passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

**10. 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.**

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

There were no speakers.

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

**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.**

**Motion Passed:** Adoption of Initial Collective Negotiations Proposal 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

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

**Motion Passed:** Following discussion, approval of contract #CT3631 passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

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

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

**Motion Passed:** Following discussion, ratification of agreement #CT3758 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

**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.**

**Motion Passed:** Approval of amendment to agreement passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

**11. 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.**

**Motion Passed:** Adoption of Resolution #20-21.01 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

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

**Motion Passed:** Following discussion, adoption of Resolution #20-21.02 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

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

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

**Motion Passed:** Adoption of Resolution #20-21.04 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

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

**Motion Passed:** Renewal of contract #CT3651 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

**11.E. Accept gifts.**

**Motion Passed:** Acceptance of gifts passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

**12. BOARD WORKSHOP**

**13. BOARD/CABINET COMMUNICATIONS**

Ms. Sarmiento had no comments.

Ms. Betancourt-Castañeda thanked the District's Reopening Task Force for their presentation and hard work, and she also thanked Ira Harbison and the Preschool Center for the face covering. She shared her concern regarding technological issues affecting Board member participation during the meetings. She encouraged Board members to have their District provided devices available as back up, as well as to rejoin the meeting when issues arise. She communicated that she understands the concerns surrounding the reopening of schools and shares them as well, she considers these when making decisions. She thanked everyone for their time and wished everyone a good night.

Ms. Dalla thanked staff for their hard work during these difficult times and acknowledged that everyone has concerns. She shared that staff is working very hard for the betterment of everyone, especially students. She wished everyone to keep safe and healthy.

Dr. Hernandez thanked the District's Reopening Task Force for their time and dedication. She wished everyone a good night.

Dr. Kraft thanked the District's Reopening Task Force for their presentation. She also thanked the National School District family and stated how fortunate she feels to be part of this team. She wished everyone a good night.

Dr. Brady shared that during the meeting, Board members are not able to answer questions entered in the chat due to the Brown Act. She invited anyone who has questions or concerns to email [superintendent@nsd.us](mailto:superintendent@nsd.us). She also shared that the full meeting agenda, including item detail and exhibits, is available on the website prior to the meetings. She thanked everyone who submitted public comments and all attendees for their collaboration. She thanked the Governing Board for their trust during these difficult decision-making times and she thanked the District's Reopening Task Force for the partnership.

Mr. Clapper thanked the District's Reopening Task Force for their hard work. He is looking forward to the reopening of schools in a safe manner. He shared he attended a Region 17 Delegate meeting where he learned of San Diego Unified School District's reopening plan, he stated that this really made him feel good about the work the National School District is doing, while staying true to the District's mission statement.

#### **14. ADJOURNMENT**

Board Clerk, Brian Clapper, adjourned the meeting at 9:05 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **7.A.III. Approve the minutes of the Special Board Meeting held on July 16, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Board minutes 07/16/20

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

July 16, 2020  
9:00 AM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

Board President, Barbara Avalos called the meeting to order at 9:05 a.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance Taken at 9:06 AM:**

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 - 9:00 A.M.**

Closed session was held from 9:05 a.m. to 10:58 a.m.

No action was taken in closed session.



**6. ADJOURNMENT**

Closed session was adjourned at 10:58 a.m.

No action was taken in closed session.

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Clerk of the Governing Board

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Secretary to the Governing Board

DRAFT

Agenda Item: **7.A.IV. Approve the minutes of the Special Board Meeting held on July 21, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Board minutes 07/21/20

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

July 21, 2020

4:00 PM

Virtual:

<https://drive.google.com/file/d/1bEjrzME5NPuovTHZi68c8qvf1HTrcRCz/view?usp=sharing>

**1. CALL TO ORDER**

Board President, Barbara Avalos called the meeting to order at 4:08 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

Attendance Taken at 4:09 p.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Alma Sarmiento

Absent:

Mr. Brian Clapper

Updated Attendance:

Mr. Brian Clapper was updated to present at: 4:24 p.m.

Mrs. Jocelyn Gomez took roll call.

**4. PUBLIC COMMUNICATIONS**

J. Garcia submitted a public comment regarding the Regular Board meeting on June 24, 2020.

Eleanor Felker, Teacher, Olivewood School, submitted a public comment regarding the District's Covid-19 Safe Reopening Plan.

Janis Ireland, Teacher, Ira Harbison School, submitted a public comment regarding the District's Covid-19 Safe Reopening Plan.

CSEA E-Board Chapter 206 and its Union Members, submitted a public comment regarding Board action during COVID-19.

Christina Benson, NCETA President submitted a public comment regarding negotiations.

Alfredo Alvarez, CSEA, Labor Relations Representative, submitted a public comment regarding Board action during COVID-19.

## **5. GENERAL FUNCTIONS**

### **5.1. Approve National School District COVID-19 Safe Reopening Plan. (Exhibit A)**

Christina Benson, NCETA President submitted a public comment regarding agenda item 5.1.

Members of Cabinet gave a presentation regarding National School District's COVID-19 Safe Reopening Plan.

**Motion Passed:** Approval of National School District's COVID-19 Safe Reopening Plan with amendment of face coverings for all passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

## **6. BUSINESS SERVICES**

### **6.1. Presentation of 45-Day Budget Revisions Workshop.**

Dr. Brady and Ms. Cowart gave a presentation on the 45-day budget revisions.

## **7. HUMAN RESOURCES**

### **7.1. Approve Resolution #20-21.14 to Rescind classified layoffs for the 2020-21 school year.**

**Motion Passed:** Following discussion, approval of Resolution #20-21.14 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

**7.2. Approve the Tentative Agreement for the 2020-2021 school year between the National City Elementary Teachers Association and the Governing Board of National School District.**

Christina Benson, NCETA President submitted a public comment regarding agenda item regarding agenda item 7.2.

**Motion Passed:** Approval of the Tentative Agreement passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

**7.3. Approve Resolution #20-21.15 for Certificated Employee Retirement Incentive for the 2020-21 school year.**

**Motion Passed:** Following discussion, approval of Resolution #20-21.15 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

**8. ADJOURNMENT**

Board President, Barbara Avalos, adjourned the meeting at 6:48 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

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

Quick Summary / None

Abstract:

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

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

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

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

Financial Impact: See staff recommendations table.

Attachments:  
Staff Recommendations

**CERTIFICATED STAFF RECOMMENDATIONS**  
August 12, 2020

**Name                      Position                      Effective Date                      Placement                      Funding Source**

**Employment**

None				
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**Temporary Employment**

None				
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**Additional Duties**

None				
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**Contract Extension/Change**

1. Lisa Joaquin	Language Arts Specialist El Toyon School	2020-2021 school year	80.54% Contract	
2. Rosa Lopez	School Counselor Palmer Way School	2020-2021 school year	95.52% Contract	

**Leave of Absence**

3. Lisa Joaquin	Language Arts Specialist El Toyon School	2020-2021 school year	Unpaid leave of absence from 19.46% of her contract	
4. Rosa Lopez	School Counselor Palmer Way	2020-2021 school year	Unpaid leave of absence from 4.48% of her contract	

**CLASSIFIED STAFF RECOMMENDATIONS**  
August 12, 2020

**Name                      Position                      Effective Date                      Placement                      Funding Source**

**Employment**

None				
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**Temporary Employment**

None				
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**Additional Duties**

None				
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**Contract Extension/Change**

None				
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**Leave of Absence**

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

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

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

Attachments:  
Resignations/Retirements

<b>Resignations 8/12/20</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Berenice Lepe	Campus Student Supervisor	Olivewood School	June 3, 2020
Lisa Valdes	Instructional Assistant – Special Education	District Office	June 3, 2020

<b>Retirements 8/12/20</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Angela Solorio	Campus Student Supervisor	Lincoln Acres School	June 3, 2020

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

Agenda Item: **7.D.I. Ratify Individual Services Agreement #CT3634 with Aseltine School for student #3709915 extended school year distance learning program.**

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

Quick Summary / Abstract: Ratification of #CT3634 authorizes the Individual Service Agreement that provided student #3709915 with the program and services recommended by the student's Individualized Education Program (IEP) during the extended school year. Services were provided for 24 days via distance learning between July 1, 2020 and August 4, 2020 at Aseltine School.

Comments: Student #3709915 is in need of a program and services provided in a non-public setting. Placement at Aseltine School was recommended by the Individualized Educational Program (IEP) team to provide the student more targeted and intensive services.

Financial Impact: Contract cost: \$5,232.48  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund

Attachments:  
CT3634



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		As needed	\$30/Trip	As needed	
Bus Passes		X		As needed	\$36/Youth \$72/Adult	As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

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MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
(Name of Nonpublic School) \_\_\_\_\_  
(Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title) \_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

Agenda Item: **7.D.II. Ratify Individual Services Agreement #CT3639 with Aseltine School for student #3711706 extended school year distance learning program.**

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

Quick Summary / Abstract: Ratification of #CT3639 authorizes the Individual Service Agreement that provided student #3711706 with the program and services recommended by the student's Individualized Education Program (IEP) during the extended school year. Services were provided for 24 days via distance learning between July 1, 2020 and August 4, 2020 at Aseltine School.

Comments: Student #3711706 is in need of a program and services provided in a non-public setting. Placement at Aseltine School was recommended by the Individualized Educational Program (IEP) team to provide the student more targeted and intensive services.

Financial Impact: Contract cost: \$5,232.48  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund

Attachments:  
CT3639





# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		As needed	\$30/Trip	As needed	
Bus Passes		X		As needed	\$36/Youth \$72/Adult	As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

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MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
Aseltine School  
(Name of Nonpublic School)

\_\_\_\_\_  
National School District  
(Name of School District)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Florida May Padilla, Executive Director  
(Name and Title)

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

Agenda Item: **7.D.III. Ratify Individual Services Agreement #CT3641 with San Diego Center for Children Academy for student #3706533 extended school year distance learning program.**

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

Quick Summary / Abstract: Ratification of #CT3641 authorizes the Individual Service Agreement that provided student #3706533 with the program and services recommended by the student's Individualized Education Program (IEP) during the extended school year. Services were provided for 22 days via distance learning between July 1, 2020 and July 30, 2020 at San Diego Center for Children Academy.

Comments: Student #3706533 is in need of a program and services provided in a non-public setting. Placement at San Diego Center for Children Academy was recommended by the Individualized Educational Program (IEP) team to provide the student more targeted and intensive services.

Financial Impact: Contract cost: \$4,849.68  
Additional staffing costs: \$0  
Other Costs: \$0  
One time cost  
General fund

Attachments:  
CT3641

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)  
2020-2021**

This agreement is effective on 7/1/20 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) National School District Nonpublic School San Diego Center for Children Academy

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

Pupil Name [Redacted] [Redacted] Sex:  M  F Grade: [Redacted]  
(Last) (First) (M.I.)

Address [Redacted] City [Redacted] State/Zip [Redacted]

DOB [Redacted] Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian [Redacted] Phone [Redacted] ( \_\_\_\_\_ )  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
240 \_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
22 \_\_\_\_\_ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$220.44  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 22 x Daily Rate \$220.44 = PROJECTED BASIC EDUCATION COSTS (A) \$4,849.68

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)	\$21.31						
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)				Per IEP	INCLUDED	Per IEP	INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)				Per IEP	INCLUDED	Per IEP	INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		30 min/ weekly		Per IEP	Included	Per IEP	Included
Counseling and Guidance (515)		X		Per IEP	Included	Per IEP	Included
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)	\$25/hr						
Vocational Assessment, Counseling, Guidance and Career Assessment (830)	\$79.92/hr						
Career Awareness (840)							
Work Experience Education (850)	\$30/hr						
Job Coaching (855)	\$21.31/hr						
Mentoring (860)							



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

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MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
(Name of Nonpublic School) \_\_\_\_\_  
(Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title) \_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

Agenda Item: **7.D.IV. Ratify Individual Services Agreement #CT3676 with Banyan Tree Educational Services for student #3705001 extended school year distance learning program.**

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

Quick Summary / Abstract: Ratification of #CT3676 authorizes the Individual Service Agreement that provided student #3705001 with the program and services recommended by the student's Individualized Education Program (IEP) during the extended school year. Services were provided for 21 days via distance learning between July 1, 2020 and July 31, 2020 at Banyan Tree Educational Services.

Comments: Student #3705001 is in need of a program and services provided in a non-public setting. Placement at Banyan Tree Educational Services was recommended by the Individualized Educational Program (IEP) team to provide the student more targeted and intensive services.

Financial Impact: Contract cost: \$3,658.83  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund

Attachments:  
CT3676



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

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MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

Banyan Tree Educational Services National School District  
(Name of Nonpublic School) (Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

Nancy Engle, Executive Director Dr. Leighangela Brady, Ed.D - Superintendent  
(Name and Title) (Name of Superintendent or Authorized Designee)

Agenda Item: **7.D.V. Ratify Individual Services Agreement #CT3703 with Stein Education Center for student #3712441 extended school year distance learning program.**

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

Quick Summary / Abstract: Ratification of #CT3703 authorizes the Individual Service Agreement that provided student #3712441 with the program and services recommended by the student's Individualized Education Program (IEP) during the extended school year. Services were provided for 20 days via distance learning between July 1, 2020 and August 7, 2020 at Stein Education Center.

Comments: Student #3712441 is in need of a program and services provided in a non-public setting. Placement at Stein Education Center was recommended by the Individualized Educational Program (IEP) team to provide the student more targeted and intensive services.

Financial Impact: Contract cost: \$5,347.60  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund

Attachments:  
CT3703

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

This agreement is effective on 7/1/20 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) National School District Nonpublic School Stein Education Center

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

Pupil Name [REDACTED] (Last) [REDACTED] (First) Sex:  M  F Grade: [REDACTED]  
 Address [REDACTED] City [REDACTED] State/Zip [REDACTED]

DOB [REDACTED] Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian [REDACTED] Phone [REDACTED] ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
 Address \_\_\_\_\_ (Residence) \_\_\_\_\_ (Business)  
 City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ 240 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ 20 during the extended school year

3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$267.38  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

**Estimated Number of Days** 20 x **Daily Rate** \$267.38 = **PROJECTED BASIC EDUCATION COSTS (A)** \$5,347.60

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X			\$102.77	113	\$11,613.01
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)		X			\$21.31		
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X			INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency	\$17.86/ Trip & \$17.86/ Aide					As needed	
Bus Passes	\$18.00/ Mth					As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
Stein Education Center  
(Name of Nonpublic School)

\_\_\_\_\_  
National School District  
(Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Chayo Chavez, Director  
(Name and Title)

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

Agenda Item: **7.D.VI. Approve Individual Service Agreement #CT3750 with Aseltine School to provide an educational program for student #3711706 for the 2020-2021 school year.**

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

Quick Summary / Abstract: Student #3711706 is in need of a program and services provided in a non-public school setting that is based on significant behavioral, social and academic needs of the student. Due to the extent of the need, student placement at Aseltine School is recommended by the IEP team for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$40,987.76  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund

Attachments:  
CT3750



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		As needed	\$30/Trip	As needed	
Bus Passes		X		As needed	\$36/Youth \$72/Adult	As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

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MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
(Name of Nonpublic School) \_\_\_\_\_  
(Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title) \_\_\_\_\_  
(Name of Superintendent or Authorized Designee)



Agenda Item: **7.D.VII. Approve Individual Service Agreement #CT3751 with Stein Education Center to provide an educational program for student #3712441 for the 2020-2021 school year.**

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

Quick Summary / Abstract: Student #3712441 is in need of a program and services provided in a non-public school setting that is based on significant behavioral, social and academic needs of the student. Due to the extent of the need, student placement at Stein Education Center is recommended by the IEP team for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$52,406.48  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
CT3751



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)		X			\$21.31		
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X			INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency	\$17.86/ Trip & \$17.86/ Aide					As needed	
Bus Passes	\$18.00/ Mth					As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
(Name of Nonpublic School) \_\_\_\_\_  
(Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date) \_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title) \_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

Agenda Item: **7.D.VIII. Approve Individual Service Agreement #CT3752 with Banyan Tree Educational Services to provide an educational program for student #3705001 for the 2020-2021 school year.**

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

Quick Summary / Abstract: Student #3705001 is in need of a program and services provided in a non-public school setting that is based on significant behavioral, social and academic needs of the student. Due to the extent of the need, student placement at Banyan Tree Educational Services is recommended by the IEP team for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$32,755.24  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
CT3752



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

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MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
Banyan Tree Educational Services  
(Name of Nonpublic School)

\_\_\_\_\_  
National School District  
(Name of School District)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Nancy Engle, Executive Director  
(Name and Title)

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

Agenda Item: **7.D.IX. Approve Individual Service Agreement #CT3753 with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2020-2021 school year.**

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

Quick Summary / Abstract: Student #3706533 is in need of a program and services provided in a non-public school setting that is based on significant behavioral, social and academic needs of the student. Due to the extent of the need, student placement at San Diego Center for Children Academy is recommended by the IEP team for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$41,442.72  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
CT3753



# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)				Per IEP	INCLUDED	Per IEP	INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		30 min/ weekly		Per IEP	Included	Per IEP	Included
Counseling and Guidance (515)		X		Per IEP	Included	Per IEP	Included
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)	\$25/hr						
Vocational Assessment, Counseling, Guidance and Career Assessment (830)	\$79.92/hr						
Career Awareness (840)							
Work Experience Education (850)	\$30/hr						
Job Coaching (855)	\$21.31/hr						
Mentoring (860)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

San Diego Center for Children Academy National School District  
(Name of Nonpublic School) (Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

Moisés Barón, CEO Leighangela Brady, Ed.D - Superintendent  
(Name and Title) (Name of Superintendent or Authorized Designee)

Agenda Item: **7.D.X. Approve Individual Service Agreement #CT3757 with Aseltine School to provide an educational program for student #3709915 for the 2020-2021 school year.**

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

Quick Summary / Abstract: Student #3709915 is in need of a program and services provided in a non-public school setting that is based on significant behavioral, social and academic needs of the student. Due to the extent of the need, student placement at Aseltine School is recommended by the IEP team for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$40,987.76  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
CT3757





# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)**

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		As needed	\$30/Trip	As needed	
Bus Passes		X		As needed	\$36/Youth \$72/Adult	As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
(Name of Nonpublic School) \_\_\_\_\_  
(Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title) \_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

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

Agenda Item: **7.E.I. 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: **8. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **8.A. First reading and adopt revision to Board Bylaw 9123-Clerk.**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: For the past four years, it has been practice for the Board Clerk to participate in consulting with the Board President and Superintendent or designee on the preparation of the Board's agenda.

A request was made by the current Board Clerk to discuss formalizing this practice with a revision to current Board Bylaw 9123-Clerk.

Recommended Motion: Adopt revision to Board Bylaw 9123-Clerk.

Attachments:  
Board Bylaw 9123-Clerk

# National SD

## Board Bylaw

BB 9123

### CLERK

The Governing Board shall elect a clerk from its own membership at the annual organizational meeting. (Education Code 35143)

(cf. 9100 - Organization)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of the district as directed by the Board
4. Serve as presiding officer in the absence of the president and vice president (cf. 9121 - President)
5. Notify Board members and members-elect of the date and time for the annual organizational meeting
6. **Participate in consulting with Board President and Superintendent or designee on the preparation of the Board's agenda.**
7. ~~6.~~ Perform any other duties assigned by the Board

#### *Legal Reference:*

##### *EDUCATION CODE*

*17593 Repair and supervision of property (duty of district clerk)*

*35038 Appointment of clerk by county superintendent of schools*

*35039 Dismissal of clerk*

*35121 Appointment of clerk in certain city and high school districts*

*35143 Annual organizational meetings*

*35250 Duty to keep certain records and reports*

*38113 Duty of clerk (re provision of school supplies)*

##### *GOVERNMENT CODE*

*54950-54963 Ralph M. Brown Act  
Management Resources*

#### *CSBA PUBLICATIONS*

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardmanship,  
1996

#### WEB SITES

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

Agenda Item: **9. GENERAL FUNCTIONS**

Agenda Item: **9.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

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



Agenda Item: **10. EDUCATIONAL SERVICES**

Agenda Item: **10.A. Authorize the Superintendent to submit the Consolidated Application for Funding Categorical Aid Programs 2020-2021.**

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

Quick Summary / Abstract: The District receives funds from various categorical programs, e.g., Title I and Title III. In order to receive these funds, the District must submit a yearly application. The application includes, among other things, legal assurances, a declaration of categorical programs for which the District intends to apply, and the metrics by which the District/Schools qualify for Title I funds.

Board approval to submit the Application for Funding is a requirement for receipt of Title I, Title II, Title III and other state and federal programs dollars. The due date for the 2020-2021 school year funding is August 15, 2020.

Approval of this item will allow National School District to receive Title federal funding.

Comments: The 2020-2021 Consolidated Application will be submitted in two parts. The spring Consolidated Application Reporting System (CARS) Data Collection is preliminary in nature and reflects no actual dollar amounts. The winter Consolidated Application Reporting System Data Collection is based on specific entitlements verified by the California Department of Education and includes individual school site budgets.

The Consolidated Application also collects data that is part of the State and Federal accountability programs; including, but not limited to, the number of highly qualified teachers at each school site and the number of expulsions from each school.

Recommended Motion: Authorize the Superintendent to submit the Consolidated Application for Funding Categorical Aid Programs 2020-2021.

Agenda Item: **10.B. Approve adoption of Benchmark Advanced/Adelante for English Language Development grades K-6. (Exhibit B)**

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

Quick Summary / Abstract: Using California Guidelines for Piloting Textbooks and Instructional Materials, National School District is recommending Benchmark Advance/Adelante English Language Development (ELD) for adoption. This adoption will include ELD textbooks and resources for all K-6 student and teachers in both digital and print formats.

Adoption of these programs will replace National School District's previous English Language Development (ELD) adoption, and provide teachers and students with English Language Development (ELD) digital and print materials that are aligned to and supportive of California English Language Development Standards and the State ELA/ELD Framework.

Comments: Since the adoption of Benchmark Advance/Adelante English Language Arts in 2018, National School District teachers in K-6 have had access to the English Language Development (ELD) resources within the Benchmark program. Several teachers chose to pilot the ELD resources with their students.

Feedback gathered through surveys from teachers across all schools and grades who chose to pilot the ELD resources indicated that 95% of respondents recommended Benchmark Advance/Adelante for English Language Development for adoption.

Recommended Motion: Approve adoption of Benchmark Advanced/Adelante for English Language Development grades K-6.

Financial Impact: Materials cost: Not to exceed \$100,000  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund

Attachments:  
Exhibit B

Agenda Item: **10.C. Approve the purchase of digital subscription for American Reading SchoolPace Connect for all National School District sites.**

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

Quick Summary / Abstract: Teachers and students have had access to these SchoolPace Connect digital books (known as ARC BookShelf) since April 2020 as a free pilot from American Reading Company. This pilot will end on August 31, 2020. Due to COVID-19, increased digital access to books is needed for National School District students.

Approval of this contract will provide students remote access to leveled digital books during the 2020-2021 school year.

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

Comments: SchoolPace provides teachers with an online reading inventory management system, through the American Reading Company. SchoolPace Connect is a new supplemental component that allows for teacher and student online access to the Foundational Skills Toolkits and Wide Reading eLibraries (leveled books).

This subscription for SchoolPace Connect is an additional component to SchoolPace, which was previously approved by the board on May 27, 2020.

Recommended Motion: Approve the purchase of digital subscription for American Reading SchoolPace Connect for all National School District sites.

Financial Impact: Subscription cost: \$20,000  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund

Attachments:  
American Reading SchoolPace Connect

**National School District**

**SchoolPace Connect**

**07/15/2020**

Proposal Number: 129386

Submitted To: -  
National City, CA 91950  
Phone: (619) 336-7500

Sales Consultant: Shelli Zimmerman Email: [shelli.zimmerman@americanreading.com](mailto:shelli.zimmerman@americanreading.com) P: (610) 992-4150 F: (610) 992-4156  
201 South Gulph Road, King of Prussia, PA 19406 [www.americanreading.com](http://www.americanreading.com)

Proposal Number: 129386



**Program Proposal Summary**

Software: \$ 20,000.00

Grand Total: 20,000.00

**Please note: Prices are valid 60 days from date of proposal.**

Thank you for selecting American Reading Company. Execution of this contract becomes effective upon our receipt of your company purchase order.

**Returns**

If you have questions regarding your order, please contact our Customer Concerns Department at [customercare@americanreading.com](mailto:customercare@americanreading.com) or (866) 810-2665.

Order discrepancies and/or damaged products must be reported within 90 days of receipt of order to receive credit or replacement product.

Marked, stickered, stamped, or otherwise altered materials are non-returnable.

Please contact us prior to returning items to American Reading Company to ensure your return is processed correctly and you receive credit or replacement.

**Professional Development**

American Reading Company limits all workshops to a maximum of 25 participants (20 teachers and 5 support staff).

If more than 25 people attend the workshop, you agree to pay \$350 for each additional participant.

Professional development training cannot be cancelled or changed within 15 days of the event date. Customers that cancel professional development events within 15 days will be billed for the event.

American Reading Company reserves the right to convert in person professional development, upon consultation with the customer, to a combination of virtual professional development, physical materials, and/or digital materials when necessary to ensure the health and safety of its employees and customers.

Signature: \_\_\_\_\_

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

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

Approved Amount: \$ \_\_\_\_\_

Sales Consultant: Shelli Zimmerman Email: [shelli.zimmerman@americanreading.com](mailto:shelli.zimmerman@americanreading.com) P: (610) 992-4150 F: (610) 992-4156

201 South Gulph Road, King of Prussia, PA 19406 [www.americanreading.com](http://www.americanreading.com)



	Qty	Price	Total
<b>Digital Literacy Platform</b>			
<b>SchoolPace Connect</b>			
SchoolPace Connect Subscription (For existing SchoolPace proposals)	10	\$2,000.00	\$20,000.00
<b>Total: Digital Literacy Platform</b>	<b>10</b>		<b>\$20,000.00</b>
		<b>Total:</b>	<b>\$20,000.00</b>

Sales Consultant: Shelli Zimmerman Email: shelli.zimmerman@americanreading.com P: (610) 992-4150 F: (610) 992-4156

201 South Gulph Road, King of Prussia, PA 19406 www.americanreading.com

Agenda Item: **10.D. Approve the purchase of 200 additional hotspot devices from T-Mobile for distance learning for the 2020-2021 school year.**

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

Quick Summary / Abstract: The purchase of 200 additional hotspots will allow National School District to continue to provide Internet service for students (identified as not having internet access) to engage in distance learning. The additional hotspots are needed due to the continued COVID-19 pandemic, expansion of devices for preschool students, and anticipated needs in TK-6 during the 2020-2021 school year.

Comments: T-Mobile will provide unlimited connectivity for 200 additional hotspot devices for the 2020-2021 school year using the Government Unlimited 4G LTE mobile rate of \$20.00 per month/device for a total cost of \$48,000.

Recommended Motion: Approve the purchase of 200 additional hotspot devices from T-Mobile for distance learning for the 2020-2021 school year.

Financial Impact: Cost: \$48,000  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
T-Mobile Hotspots

July 22, 2020



## National School District

EmpowerED Rate Plan w/ CIPA Compliant Filter from TitanHQ

MONTHLY SERVICE			
SERVICE	UNIT MRC	QUANTITY	TOTAL
	\$20.00	200	\$4,000.00
	\$0.00	200	\$0.00
<b>SUBTOTAL</b>		<b>200</b>	<b>\$4,000.00</b>

<b>TOTAL FOR 12 MONTHS OF SERVICE</b>		<b>\$48,000.00</b>
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ONE TIME EQUIPMENT COST			
DEVICE	ONE TIME	QUANTITY	TOTAL
Franklin T9	\$0.00	200	\$0.00
Estimated Cost for Setup of Device by Staging Partner (\$20.00/Device Value)	\$0.00	200	\$0.00
<b>SUBTOAL</b>		<b>200</b>	<b>\$0.00</b>

Mike Tomkins | Government Account Executive  
 Mobile: 760-583-1353 | Michael.Tomkins@T-Mobile.com



Agenda Item: **10.E. Approve the purchase of 400 iPads for National School District preschool students and staff to use during distance learning.**

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

Quick Summary / Abstract: Due to the COVID-19 pandemic preschool students and staff will need devices to participate in distance learning.

The iPads will allow teachers to conduct daily live lessons, and post asynchronous assignments during distance learning.

Approval of this purchase will allow National School District to purchase iPads for preschool.

Comments: This purchase will be paid for by Learning Loss Mitigation Funds.

Recommended Motion: Approve the purchase of 400 iPads for National School District preschool students and staff to use during distance learning.

Financial Impact: Cost: \$177,837.83  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund

Attachments:  
Apple Quote

# Apple Inc. Education Price Quote

<b>Customer:</b>	Charmaine Lawson NATIONAL SCHOOL DISTRICT Phone: 619-336-8672 email: clawson@nsd.us	<b>Apple Inc:</b>	Kent Christensen One Apple Park Way Cupertino, CA 95014 Phone: +1-619-8280100 email: kchristensen@apple.com
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**Apple Quote:** 2206454544

**Quote Date:** Thursday, July 30, 2020

**Quote Valid Until:** Friday, August 28, 2020

**Quote Comments:**

Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	<b>10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack)</b> Part Number: MW7L2LL/A	400	\$294.00	\$117,600.00
2	<b>3-Year AppleCare+ for Schools – iPad 7th Gen. no service fee</b> Part Number: S7831LL/A	400	\$49.00	\$19,600.00
3	<b>UnlimitED Series for for 10.2-inch iPad (7th generation) (10-pack)</b> Part Number: HNTL2ZM/A	40	\$499.95	\$19,998.00
4	<b>Jamf School for macOS, iOS and tvOS lifetime license (per unique device)</b> Part Number: HL2M2LL/A	400	\$17.50	\$7,000.00
<b>Edu List Price Total</b>				<b>\$164,198.00</b>
– eWaste Fee / Recycling Fee				\$1,600.00
– Additional Tax				\$0.00
– Estimated Tax				\$12,039.83
– Total Tax				\$12,039.83
<b>Extended Total Price*</b>				<b>\$177,837.83</b>

\*In most cases Extended Total Price does not include Sales Tax

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2206454544. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to [institutionorders@apple.com](mailto:institutionorders@apple.com). **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
  - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

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- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
  - APPLE INC. AS THE VENDOR
  - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
  - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
  - PURCHASE ORDER NUMBER
  - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
  - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
  - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
  - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, August 28, 2020 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
  - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 1800004218523

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Document rev 10.6.1

Date of last revision – June 20th, 2016

Agenda Item: **10.F. Amend contract #CT3045 with South Bay YMCA for Before and After School program for the 2020-2021 school year.**

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

Quick Summary / Abstract: Contract #CT3045 with South Bay YMCA for Before and After School program for the 2020-2021 school year was approved for 1,854,352.45 on the annual maintenance agreements and services for the 2020-2021 school year at the May 27, 2020 Board meeting. The contract requires National School District to increase or reduce this amount if the California Department of Education adjusts the reimbursement rate.

The June 29, 2020 enacted budget established the initial grant funding for the ASES grant. National School District's ASES 2020-2021 allocation will increase to \$1,948,583.80.

Amendment of this item will update the #CT3045 with the 2020-2021 grant revenue amounts to provide ASES services.

Comments: National School District contracts with South Bay YMCA to provide Before and After School services to all ten schools.

Costs are offset for these services using revenue funding received through the After School Education & Safety (ASES) state grant program.

Recommended Motion: Amend Contract #CT3045 with South Bay YMCA for Before and After School program for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$1,948,583.80  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund  
ASES Grant Allocations

Attachments:  
#CT3045

AMENDMENT TO AGREEMENT BETWEEN  
NATIONAL SCHOOL DISTRICT AND  
YMCA OF SAN DIEGO COUNTY

This Amendment to Agreement is entered into by and between the National School District (NSD) and the YMCA of San Diego County (YMCA).

RECITALS

WHEREAS, on July 1, 2019, the NSD entered into a Memorandum of Agreement with the YMCA for the term of July 1, 2019 through June 30, 2020, under which the Consultant/Professional agreed to provide After School Education and Safety (ASES) Program services at 10 district schools for a total not-to-exceed Agreement amount of \$1,948,583.80

WHEREAS, on April 27, 2020 the California Department of Education Expanded Learning Division issued guidance related to the extension of the 19-20 ASES program grants until December 31, 2020 due to COVID-19.

WHEREAS, on May 5, 2020 the San Diego County Office of Education (SDCOE) notified NSD that they would be extending the ASES Program MOU with NSD and that grantees may spend 2019-20 funds through December 31, 2020 to support the 20-21 school year.

WHEREAS the NSD and YMCA mutually agree to use any extended 19-20 ASES Program funds contracted to the YMCA to provide ASES Program services through Dec 31, 2020.

NOW, THEREFORE, NSD and YMCA agree to amend the Agreement as follows:

- 1. Modify Section 10 to amend the term of agreement to July 1, 2019 - Dec 31, 2020.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf by their fully authorized representatives. Except as specifically herein amended, the Agreement will remain in full force and effect.

National School District

YMCA of San Diego County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

Baron Herdelin-Doherty  
Name

\_\_\_\_\_  
Title

President & CEO  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) Program 2020-21  
YMCA of San Diego County and National School District

This Agreement is to provide program services for National School District and is entered into this 1st day of July 1, 2020 by and between the National School District (herein known as “NSD”) and YMCA of San Diego County (herein known as “YMCA”) who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

### 1. General Conditions:

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

1. The After School Program will begin operation immediately upon the end of the regular school day and operate based on an agreed upon regular schedule that best meets the needs of the district in 2020-21. The Before School Program will begin upon regular schedule that best meets the needs of the district in 2020-21.
2. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
  - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
  - ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
  - iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

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

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

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

5. National School District administration will facilitate monthly attendance reporting via Cityspan and submitting attendance revisions with the SDCOE.

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

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

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

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

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

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

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

1. NSD shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. §

19846. After School Education and Safety Program.

2. Both NSD and YMCA personnel shall participate in Federal Program Monitoring (FPM) training when required.
3. Both NSD and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.

## **7. Budget Restrictions**

1. The NSD shall retain 3% or \$61,534.22 of grant funds for direct administrative costs.
2. No more than 10% or \$194,858.38 of grant funds may be used for administrative costs by the YMCA.
3. No more than 5% or \$97,429.19 of YMCA funds should be expended on indirect costs by YMCA. The YMCA must expend at least 85% or \$1,743,469.60 of grant funding in direct services for pupils.
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.

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

1. ASES Program must provide local funds totaling no less than one-third of the grant amount.
2. The NSD shall provide matching funds for facilities and space usage not to exceed 25% of total match requirement.
3. The NSD shall provide matching funds for eligible snack or supper served by Child Nutrition Services as allowable by CDE.
4. YMCA of San Diego County will provide at least 10% of total match requirement unless otherwise agreed upon between Name of District/School and YMCA.
5. State categorical funds for remedial education activities may not be used to fulfill match requirements.

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

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



understandable to all parents.

9. Each partner in the application will share responsibility for the quality of the program. NSD and YMCA will collaborate to conduct an annual continuous quality improvement process.
10. NSD and YMCA will collaborate and coordinate with the regular school day program.
11. NSD is responsible to ensure the YMCA has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities.
12. Each ASES funded site will be responsible for the development of an After School Program Plan as part of the San Diego ASES Program Consortium.
13. NSD and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
14. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
15. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
16. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
17. NSD and YMCA will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA by NSD shall include written authorization and detailed instructions at least 30 days' notice unless otherwise agreed upon by both parties.
18. NSD and YMCA will work collaboratively to develop ensure that the ASES Program is following the California Department of Health Covid-19 Industry Guidance for Schools and School-Based Programs.

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

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

**PERIOD OF AGREEMENT**

The term of this Agreement shall be July 1, 2020 through June 30, 2021.

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

NSD shall reimburse funds to YMCA of San Diego County within 30 days after invoice for monthly expenses submitted from YMCA of San Diego County.

Annual total ASES 20-21 allocation(s) shall not exceed \*\$1,948,583.80 to YMCA of San Diego County.

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

National District Contact:

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

YMCA of San Diego County Contact:

Steve Hensel  
Executive Director  
Expanded Learning Programs  
YMCA of San Diego County  
3333 Camino del Rio Suite 110  
San Diego, CA 92108  
P: 619-521-3055 x2620  
E: shensel@ymca.org

**13. CONFIDENTIALITY**

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

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

3. YMCA obligation of confidence with respect to information submitted or disclosed to YMCA by

NSD hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

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

#### **14. CONFIDENTIALITY OF SERVICES**

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with evaluation will be kept confidential by the YMCA.

The YMCA will not redistribute or share any data or information with any agency, entity or individual without the written consent of NSD.

YMCA of San Diego County agrees to all of the following:

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

(i) The disclosure is authorized by this Agreement;

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

or

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

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

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

#### **15. TERMINATION FOR CONVENIENCE**

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

NSD shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA to implement the termination.

## **16. TERMINATION FOR DEFAULT**

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

## **17. INDEPENDENT CONTRACTOR**

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

## **18. HOLD HARMLESS**

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

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

## **19. WORKERS' COMPENSATION**

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

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

## 20. NON-FUNDIING

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

## 21. AUDIT

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

## 22. INSURANCE REQUIREMENTS

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

### Coverage is at least as broad as:

Amounts of Insurance:

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

## 23. GOVERNING LAW/VENUE SAN DIEGO

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

## 24. COMPLIANCE WITH LAW

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

## 25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by National School District and the YMCA of San Diego County President/CEO.

## 26. PUPIL SAFETY / SCHOOL SAFETY ACT

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

The YMCA will have "**limited contact**" with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

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

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

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

Steve Hensel  
By (Authorized Signature)

7/29/20  
Date

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

## 27. ENTIRE AGREEMENT

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed, such

parties acting by their representatives being thereunto duly authorized.

**NATIONAL SCHOOL  
SCHOOL DISTRICT**

**YMCA OF SAN DIEGO COUNTY**

By (Authorized Signature)

By (Authorized Signature)

\_\_\_\_\_

\_\_\_\_\_

National School District

Baron Herdelin-Doherty  
President/CEO  
YMCA of San Diego County

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

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

Board Approval:

YMCA Federal EIN #: 95-2039198

Agenda Item: **10.G. Amend contract #CT3045 with YMCA of San Diego County for After School Education & Safety (ASES) Program to extend the grant funds from the 2019-2020 school year through December 31, 2020.**

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

Quick Summary / Abstract: Contract #CT3045 with YMCA of San Diego County for After School Education & Safety (ASES) Program was approved at the June 26, 2019 Board meeting, allowing for after/before school services using ASES grant funds for the 2019-2020 school year

On April 27, 2020 the California Department of Education Expanded Learning Division issued guidance related to the extension of the 2019-2020 ASES program grants until December 31, 2020 due to COVID-19.

Amendment of this contract will extend the 2019-2020 ASES Program funds contracted to the YMCA to provide ASES Program services through Dec 31, 2020.

Comments: On July 1, 2019, National School District entered into a Memorandum of Agreement, #CT3045, with the YMCA for the term of July 1, 2019 through June 30, 2020, to provide After School Education and Safety (ASES) Program services at 10 district schools for a total not-to-exceed \$1,948,583.80. Costs are offset for these services using funding received through the After School Education & Safety (ASES) state grant program.

San Diego County Office of Education (SDCOE) notified National School District that they would be extending the ASES Program MOU with National School District and that grantees may spend 2019-2020 funds through December 31, 2020, with an adjustment of funding, to support the 2020-2021 school year.

Recommended Motion: Amend contract #CT3045 with YMCA of San Diego County for After School Education & Safety (ASES) Program to extend the grant funds from the 2019-2020 school year through December 31, 2020.

Financial Impact: Contract cost: Not to exceed \$2,010,118.07  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
CT3045 Amendment Extension



AMENDMENT TO AGREEMENT BETWEEN  
NATIONAL SCHOOL DISTRICT AND  
YMCA OF SAN DIEGO COUNTY

This Amendment to Agreement is entered into by and between the National School District (NSD) and the YMCA of San Diego County (YMCA).

RECITALS

WHEREAS, on July 1, 2019, the NSD entered into a Memorandum of Agreement with the YMCA for the term of July 1, 2019 through June 30, 2020, under which the Consultant/Professional agreed to provide After School Education and Safety (ASES) Program services at 10 district schools for a total not-to-exceed Agreement amount of \$1,948,583.80

WHEREAS, on April 27, 2020 the California Department of Education Expanded Learning Division issued guidance related to the extension of the 19-20 ASES program grants until December 31, 2020 due to COVID-19.

WHEREAS, on May 5, 2020 the San Diego County Office of Education (SDCOE) notified NSD that they would be extending the ASES Program MOU with NSD and that grantees may spend 2019-20 funds through December 31, 2020 to support the 20-21 school year.

WHEREAS the NSD and YMCA mutually agree to use any extended 19-20 ASES Program funds contracted to the YMCA to provide ASES Program services through Dec 31, 2020.

NOW, THEREFORE, NSD and YMCA agree to amend the Agreement as follows:

- 1. Modify Section 10 to amend the term of agreement to July 1, 2019 - Dec 31, 2020.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf by their fully authorized representatives. Except as specifically herein amended, the Agreement will remain in full force and effect.

National School District

YMCA of San Diego County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

Baron Herdelin-Doherty  
Name

\_\_\_\_\_  
Title

President & CEO  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agenda Item: **10.H. Approve contract #CT3451 with Rady Children's Hospital - San Diego for the provision of student health services.**

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

Quick Summary / Abstract: National School District has had a long-standing partnership with Rady Children's Hospital - San Diego for the provision of student health services. Approval of this contract reflects current language, terms, practice and staffing.

Comments: Each year contract costs may fluctuate based on health team members assigned to the district and number of hours actually worked. A clause in the contract states that a written amendment to this Agreement shall be executed if changes in the number of health team members and/or hours actually worked by health team members results in an increase of more than 10% of the "total projected annual cost."

On May 27, 2020, the contract was renewed on the annual contract listing at projected amounts not to exceed \$725,000 for TK-6 services and not to exceed \$140,000 for preschool. Updated contract costs are as follows:

- TK-6 services cost not to exceed \$700,000
- Preschool cost not to exceed \$125,000

These costs include actual salaries, benefits and malpractice expense for each health team member assigned to the District, plus an annual administrative fee of no more than 5% TK-6 services (6% preschool) of the total annual cost of salaries, benefits and malpractice insurance for team members (the "total projected annual cost"), as set forth in Exhibit B to this Agreement.

During school closures, Rady Children's will reassign school health assistants (unless otherwise requested by the District), and not invoice the District until services resume at the school sites.

Recommended Motion: Approve contract #CT3451 with Rady Children's Hospital - San Diego for the provision of student health services.

Financial Impact: Contract cost: TK-6 services cost not to exceed \$700,000, Preschool cost not to exceed \$125,000  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
CT3451

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

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

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

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

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

THEREFORE, it is agreed:

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

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

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

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

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

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

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

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

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

## **2. RESPONSIBILITIES OF NATIONAL**

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

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

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

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

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

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

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

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

### **3. COMPENSATION**

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

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

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

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

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

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

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

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

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

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

## **5. INSURANCE**

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

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

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

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

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

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

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

## **6. TERMINATION**

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

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

## **7. INDEMNIFICATION**

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

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

## **8. CONFIDENTIALITY**

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

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

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

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

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

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

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

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



**10. TERM OF AGREEMENT**

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

**11. INDEPENDENT CONTRACTOR**

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

**12. MODIFICATIONS AND AMENDMENTS**

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

**13. BINDING ARBITRATION**

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

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

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

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

**14. GOVERNING LAW**

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

**15. ASSIGNMENT**

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

**16. SEVERABILITY**

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

**17. WAIVER**

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

**18. ENTIRE AGREEMENT**

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

**19. METHOD OF NOTIFICATION**

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

**TO NATIONAL:**

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DR. LEIGHANGELA BRADY  
NATIONAL SCHOOL DISTRICT

\_\_\_\_\_  
DATE

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

## EXHIBIT A

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

A. Nurse Supervisor:

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

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

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

The Nurse Supervisor shall provide the following services:

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

B. Credentialed School Nurse:

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

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

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

The Credentialed School Nurses shall provide the following services:

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

C. Registered Nurse:

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

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

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

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

The Registered Nurses shall provide the following services:

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

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

D. School Health Assistants:

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

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

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

The School Health Assistants shall provide the following services:

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

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

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



## **EXHIBIT B**

### **TOTAL PROJECTED ANNUAL COST**

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. Benefits:**

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

- Nurse Supervisor

30% of total compensation

- Credentialed School Nurse

30% of total compensation

- 2 x Registered Nurses

30% of total compensation

- 11 x School Health Assistants - the total number of SHA’s assigned to the District may be reduced based on District needs

30% of total compensation

**D. Malpractice Insurance Cost:**

- Nurse Supervisor

\$408 per year

- Credentialed School Nurse

\$89 per year

- Registered Nurse

\$89 per year x 2 = \$178

- School Health Assistants

\$47 per year x 11 SHA = \$517

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

**Edra. Total Projected Annual Costs**

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

Agenda Item: **10.I. Amend contract #CT3707 to GigaKOM for Internal Connections – Firewall for District Network for the 2020-2021 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent of Education Services

Quick Summary / Abstract: This contract was awarded through a Request for Proposal (RFP) process and careful evaluation. During the Program Integrity Assurance (PIA) Process conducted by the Universal Service Administrative Company (USAC), which is the governing body of the E-Rate program, the Cisco FPR2140 Threat Defense Threat and Malware 5Y Subs were deemed ineligible for full E-Rate funding.

The Board originally approved District funding for this project at \$4,961.93 with the E-Rate funding expected to be \$44,657.46. The revised financial impacts are as follows:

- E-Rate Funded - \$19,635.76
- District Funded - \$29,983.63

Amendment of this contract will approve adjustment to funding due to change in E-Rate funding.

Comments: On February 12, 2020, the Board approved contract #CT3707 to GigaKOM for installation of a powerful firewall for the District's internet network.

The product is called Cisco FPR2140 Threat Defense Threat and Malware 5Y Subs. It provides a more robust set of tools to give us enhanced security features and reporting capabilities. It will allow us to monitor, detect and trace internet/network activity.

This software will help defend and protect the district from cyber-attacks and malicious activity from inside and outside sources. It will also give us better feedback and reporting on network/internet usage. Without this software the firewall is essentially a high-end computer without the productivity software needed to perform tasks.

Recommended Motion: Amend contract #CT3707 to GigaKOM for Internal Connections – Firewall for District Network for the 2020-2021 school year.

Financial Impact: Contract costs: \$49,619.39  
\*E-Rate Funded: \$19,635.76  
\*District Funded: \$29,983.63  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General fund

Attachments:  
CT3707

**AGREEMENT CT3707**

THIS AGREEMENT, made this 13th day of February 2020 in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and GigaKOM, hereinafter called the Contractor,

**WITNESSETH** that the District and the Contractor for the considerations stated herein agree as follows:

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

**TERM**

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the agreement shall survive beyond the expiration of the Agreement. The term of the Agreement shall be from **April 1, 2020 through September 30, 2021**.

II

**SCOPE OF WORK**

The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**Internal Connections – Firewall for District Network**

In strict compliance with the contract documents as specified in Section III below.

III

**NON-FUNDING OF E-RATE OR CTF**

The District's obligation to procure services provided under this contract are contingent upon National School District receiving a fully-funded E-rate Funding Commitment Decision Letter (FCDL) for each year of eligible services and being able to fully participate in the CTF program. No termination liability penalties will apply if either E-rate money discounts are denied, reduced, or discontinued, or if the CTF discounts are denied, reduced, or discontinued.

IV

**NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

V

**TERMINATION**

This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

VI

**CONTRACT PRICE**

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or cost as specified in the executed pricing sheet(s) incorporated herein by reference.

VII

**COMPONENT PARTS OF THE CONTRACT**

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

- Notice Requesting Offer
- Request for Offer and all Appendices
- Contractor's Proposal and Contract
- Agreement
- Specifications
- Quotes

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

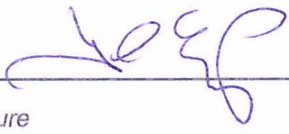
IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

GigaKOM  
3615 Kearny Villa Road, Suite 201  
San Diego, CA 92123

National School District  
1500 N Avenue  
National City, CA 91950

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Theodore Koep  
\_\_\_\_\_  
By

Christopher B. Carson  
\_\_\_\_\_  
By

Account Manager  
\_\_\_\_\_  
Title

Asst. Supt. Bus. Svcs.  
\_\_\_\_\_  
Title

02/21/2020  
\_\_\_\_\_  
Date

2/20/2020  
\_\_\_\_\_  
Date

(Corporate Seal)

2/12/2020  
\_\_\_\_\_  
Board Approval





## INTERNAL CONNECTIONS and/or BASIC MAINTENANCE CONTRACT ERATE 2019

THIS AGREEMENT is made and entered into this February 13, 2020, in the County of San Diego, State of California, by and between GigaKOM, a California corporation, with its principle place of business in San Diego, California hereafter "GigaKOM" and National School District hereinafter called the "School".

The following recitals are made part of this Category 2 Internal Connections Contract, hereafter Agreement:

WHEREAS, the School is pursuing E-Rate discounts to help fund the Technology Project(s) identified as Attachment A and incorporated by reference herein; and

WHEREAS, the School has determined that there is a need to contract with organizations that furnish Internet products and services in technology; and

WHEREAS, GigaKOM represents that it will provide trained and experienced personnel to provide such Internet equipment and services set forth called for by this Agreement; and

WHEREAS, the School has determined that it has a need to enter into this Agreement with GigaKOM for the Internet products, services and advice described herein;

NOW THEREFORE, it is mutually agreed by the parties herein, as follows:

**Article 1. Contract with GigaKOM:** The School hereby contracts with GigaKOM to provide the necessary products, services and advice as hereinafter set forth contingent upon the School receiving approval of its e-Rate funding request.

**Article 2. GIGAKOM's Services:**

- (a) GigaKOM hereby agrees to provide the following equipment and services set forth to the satisfaction of the School and described in Attachment A and Attachment B if applicable.
- (b) GigaKOM warrants that the recommendations, guidance, and performance of any person assigned under this Agreement shall be in accordance with sound engineering (technical practice and/or Internet access and maintenance standards), and the requirements of this Agreement. If any portion of the services supplied fails to comply with this warranty, and GigaKOM is so notified in writing within thirty (30) days after completion of this Agreement, GigaKOM will correctly perform such portion of the services at its own expense, within ninety (90) days or refund the amount of the compensation paid for such portion.

**Article 3. Time of Performance and Term of Agreement:** The services called for under this agreement shall be provided by GigaKOM during the period commencing after **April 1st, 2020** and ending upon completion



of the project, but in no event later than the end of the ERATE 2020 Funding Year unless otherwise agreed upon in writing, executed by both parties.

**Article 4. GigaKOM's Fee:** The School shall pay GigaKOM for the providing all equipment rates/pricing established by Attachment A. This agreement is considered to be a "fixed price" contract with any related expenses such as travel and photocopying to be billed at cost. The total estimated contract amount is based on Attachment A. Any rates and estimates should be considered to be a good faith estimates based on the information received through the date of the contract. Any additional work required will be submitted in writing for approval on a time and materials basis. Unknown factors and/or additional requirements and tasks may require pricing adjustments.

**Article 5. Payments:** School will be invoiced in progress invoices for equipment delivered and services rendered. All invoices are due and payable upon receipt. Payments should be remitted to:

GigaKOM  
Attn: Accounting  
3615 Kearny Villa Road, Suite 201  
San Diego, CA 92123

GigaKOM will invoice the School's discounted amount, based on its ERATE discount. The School will be liable should the SLD deny payment on ordered items or services previously approved. A service charge of 18% per annum (1 1/2% per month) will be added monthly to all accounts more than 15 days overdue. The School will pay reasonable attorney's fees and other collections costs in the event that GigaKOM has to enforce payment.

For Basic Maintenance Contracts at the District's discretion and in accordance with the rules of the SLD for broadband managed services, the district may opt to pre-pay for this agreement. In such a case, the District and GigaKOM will monitor the hours used on the contract to ensure there is no overpayment of funds. In case of SLD denial of payment of any portion of this contract, School will be responsible for paying 100% of unpaid balance.

**Article 6. Employee Benefits:** GigaKOM shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement as GigaKOM is a vendor to said School.

**Article 7. Worker's Compensation Insurance:** GigaKOM agrees to produce and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against School by a bonafide employee of GigaKOM participating under this Agreement, GigaKOM agrees to defend and hold harmless the School from such claim, and pay for, or reimburse the School for, any costs incurred by the School in defending against such claims, including but not limited to all of the School's attorneys fees and any other legal costs.

**Article 8. Insurance:** GigaKOM shall, at its expense, carry and if required by the School, provide written proof of adequate insurance to fully protect both GigaKOM and the School from any and all claims of any nature for damage to property or for personal injury including death, which may arise while GigaKOM is traveling to or from a work-related location.

**Article 9. Confidentiality and Use of Information:**

- (a) GigaKOM shall hold in trust for the School, and shall not disclose to any person, any confidential information.
- (b) The School shall keep confidential information which is related to GigaKOM's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (c) GigaKOM shall advise School of any and all materials used, or recommended for use by GigaKOM to achieve the project goals, that are subject to any copyright restrictions or other requirements.

**Article 10. Administrator of Agreement:** This Agreement shall be administered on behalf of the School. Any notice desired or required to be sent to a party hereunder shall be addressed to:

For School:

National School District  
1500 N Avenue  
National City, CA 91950

For GigaKOM:

GigaKOM  
Attn: Contract Department  
3615 Kearny Villa Rd., Suite 201  
San Diego, CA 92123  
Tel: 858-769-5408

**Article 11. Ownership of Work-Product:** All products of work performed pursuant to this Agreement will be the sole property of the School except GigaKOM's proprietary information/products.

**Article 12. Termination:** The School or GigaKOM may terminate this Agreement only if ERATE funding by Schools and Libraries Division is denied. Notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the School as provided in this section, GigaKOM shall be entitled to receive compensation for any equipment delivered and any satisfactory work completed up to the receipt by GigaKOM of notice of termination and the effective date of termination pursuant to specific request by the School for the performance of such work.

**Article 13. Status of GigaKOM:** It is agreed that School is interested only in the results obtained from service hereunder and that GigaKOM shall perform as a supplier/vendor with sole control of the manner and means of performing the services required under this Agreement. GigaKOM shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of GigaKOM and which shall not be subject to control or supervision by the School except as to the results of the work. GigaKOM is, for all purposes arising out of this Agreement, a supplier/vendor, and neither GigaKOM nor

its employees shall be deemed an employee of the School for any purpose. It is expressly understood and agreed that GigaKOM and its employees shall in no event be entitled to any benefits to which School employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation worker's compensation benefits, sick or injury leave, or other benefits.

**Article 14. Attorney's Fees:** If suit is brought by either party to this Agreement to enforce any of its terms, each party shall pay its own litigation expenses incurred by the prevailing party, including attorneys' fees, court costs, expert witness fees, and investigation expenses. The forum for any disputes hereunder shall be the Superior Court of the State of California, County of San Diego, and all interpretations of all shall be those under the laws of the State of California.

**Article 15. Assignment:** No portion of this Agreement or any of the work to be performed hereunder may be assigned by GigaKOM without the express written consent of School, and without such consent all services hereunder are to be performed solely by GigaKOM, its officers, agents and employees.

**Article 16. Alternations or Variance:** No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

**Article 17. A. B. 1610:** If GigaKOM personnel are in contact with students on a more than limited or occasional basis as determined by the School, GigaKOM, upon written notification, agrees to provide the School with: written certification under penalty of perjury that all of its employees who may come in contact with students have been fingerprinted and had their criminal histories checked by GigaKOM and that none of these employees have been convicted of a serious or violent felony. This contract may, at the School's discretion, be immediately terminated in the event GigaKOM fails to comply with this law.

**Article 18. Contingency of ERATE Funding.** GigaKOM understands that purchase of the goods and services identified in Attachment A is based upon ERATE funding being approved for the School. Should such funding be denied, the School will have no obligation to purchase any items or services listed, however GigaKOM will continue to offer the goods and services as the prices listed. School has the option to purchase 0 or more of the items listed in Attachment A based on current SLD guidelines.

**Article 19. Basic Maintenance Details.** The services provided under this E-Rate Contract, which include Basic Maintenance elements, shall be limited to "basic maintenance services" as defined by the FCC's current E-rate rules. In general, this service will be limited to the provision of "break/fix" and preventive hardware maintenance, and of software updates and reconfigurations for E-rate eligible equipment. Other technical support services required by the School will be covered by a separate Technical Support Contract which will include: (a) any maintenance of ineligible equipment; and (b) any technical support that is over an above E-rate defined "basic" maintenance of eligible equipment.

#### GENERAL EXCLUSIONS

- Unless identified previously within the scope of work, this proposal is not inclusive of fire penetration sleeves, conduit, concrete cores and/or roof penetrations. If required for installation, additional charges will apply.
- Unless identified previously within the scope of work, Gigakom will install racks in specified locations and in the appropriate manner. Additional charges will apply if the location is not structurally compliant with the installation requested and facilities work is needed.
- Unless identified previously within the scope of work, all existing conduit is expected to be free and clear of debris with an appropriate pull string provided. Additional charges will apply for debris removal or the fishing of conduit.



- Unless identified previously within the scope of work, this proposal is not inclusive of the removal and replacement of furniture during the installation, additional charges will apply, if necessary.
- Unless identified previously within the scope of work, this proposal is based upon normal working hours and does not include weekend or overtime. If weekend or overtime hours are required for this project, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of a Lift rental. If a Lift is required, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of additional labor time required for clean room environments. If clean room environments require special clothing, cleaning of tools, etc, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of installing horizontal cable in a "sequential-by-building" fashion. If a "sequential-by-building" installation is required, this must be identified prior to cable installation and will require additional charges.
- Unless identified previously within the scope of work, this proposal is not inclusive of any voice or data cross-connects and/or patch cord installation. If cross-connects and/or patch cords are to be installed by Gigakom, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of any and all plywood backboards within each closet. If plywood backboards are required, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with parking is not included within this proposal. If parking fees are required during the installation, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with securing material on site is not included within this proposal. If adequate secured storage is not able to be provided by the Customer, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is based upon utilizing onsite trash receptacles for removal of trash debris. If trash receptacles are not made available, additional charges will apply.
- This proposal requires a minimum 2 weeks notice of installation for any and all modular furniture installed during this project. Additional charges may apply if notice of less than 2 weeks is provided.
- Unless identified previously within the scope of work, this proposal is based upon the Customer providing all necessary Ring and String or Conduit necessary for each work station location. Additional charges will apply to each location requiring Gigakom to provide ring and string or conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of Gigakom providing temporary power or sanitary facilities. Additional charges will apply if required.
- Unless identified previously within the scope of work, this proposal is not inclusive of removing any and all existing cable or cable supports. Additional charges will apply if required.
- Telephone Vendor will be responsible for labeling any and all patch panels related to voice circuit extensions. GigaKOM will provide said Telephone Vendor with a Cut-Sheet for each cable location.
- A 25% restock fee will be charged for all returned items. Special order items are non-returnable.
- GigaKOM has several blanket endorsements included in its insurance policies. If separate endorsements are required, additional charges may apply.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

GIGAKOM

Theodore Koep  
GigaKOM Representative

  
\_\_\_\_\_  
Authorized Signature

02/13/2020  
DATE

National School District

Christopher B. Carson  
School Representative

  
\_\_\_\_\_  
Authorized Signature

2/20/2020  
DATE

# ATTACHMENT A

## School ERATE Scope of Work

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges
- Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount
- GigaKOM recommends 10% contingency for project for any unforeseen add, move and changes.

**The items covered by this agreement are listed in the RFP, GigaKOM's Proposal and Response, Quotation and item 21.**



### GIGAKOM

3615 Kearny Villa Road, Suite 201  
San Diego, CA 92123  
Phone: 858-769-5411 - 5411 Fax:  
858-565-2443

E2020 - T9337ZA - Firewall  
Services

Number: TK-1221

Date: 01/02/2020

**Bill To:**  
Jon Hansen  
National School District  
1500 'N' Ave  
National City, CA 91950  
Phone: (619)336-7735  
Fax: 619-336-7531  
Email: jhansen@nsd.us

**Ship To:**  
Jon Hansen  
National School District  
1500 'N' Ave  
(warehouse: 1300 E 14th St)  
National City, CA 91950  
Phone: (619)336-7735  
Email: jhansen@nsd.us

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
1	FPR2140-NGFW-K9		Cisco Firepower 2140 NGFW Appliance, 1U, 1 x NetMod Bay Mfr:	\$ 19,498.50	1	\$ 19,498.50
*2	CON-SW-FPR2140N		Cisco Base Cisco Firepower 2140 NGFW Appliance, 1U, 12 months Mfr:	\$ 0.00	1	\$ 0.00
*3	FPR2140T-TM		Cisco FPR2140 Threat Defense Threat and Malware License Mfr:	\$ 0.00	1	\$ 0.00
*4	L-FPR2140T-TM-5Y		Cisco FPR2140 Threat Defense Threat and Malware 5Y Subs Mfr:	\$ 26,518.50	1	\$ 26,518.50
5	CAB-AC		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m Mfr:	\$ 0.00	2	\$ 0.00



**GIGAKOM**

3615 Kearny Villa Road, Suite 201  
 San Diego, CA 92123  
 Phone: 858-769-5411 - 5411 Fax:  
 858-565-2443

E2020 - T9337ZA - Firewall  
 Services

Number: **TK-1221**

Date: **01/02/2020**

*6	SF-F2K-TD6.3-K9		Cisco Firepower Threat Defense software v6.3 for FPR2100 Mfr:	\$ 0.00	1	\$ 0.00
7	FPR2K-SSD200		Firepower 2000 Series SSD for FPR-2130/2140 Mfr:	\$ 0.00	1	\$ 0.00
8	FPR2K-SLIDE-RAILS		Firepower 2000 Slide Rail Kit Mfr:	\$ 0.00	1	\$ 0.00
9	FPR2K-NM-BLANK		Firepower 2000 Series Network Module Blank Slot Cover Mfr:	\$ 0.00	1	\$ 0.00
10	FPR2K-FAN		Firepower 2000 Series Fan Tray Mfr:	\$ 0.00	1	\$ 0.00
11	FPR2K-PWR-AC-400		Firepower 2000 Series 400W AC Power Supply Mfr:	\$ 0.00	2	\$ 0.00
12	FPR2K-SSD-BBLKD		Firepower 2000 Series SSD Slot Carrier Mfr:	\$ 0.00	1	\$ 0.00
13	SFP-10G-SR-S=		10GBASE-SR SFP Module, Enterprise-Class Mfr:	\$ 182.00	1	\$ 182.00
*14	Installation and configuration		This estimate is for installation and configuration of the following equipment: Qty 1x FPR2140 Firepower. All other work not included in QEGP is excluded. Mfr:	\$ 1,698.35	1	\$ 1,698.35
<b>14 item(s)</b>				<b>Sub-Total</b>		<b>\$ 47,897.35</b>
				<b>Tax @ 8.75%</b>		<b>\$ 1,722.04</b>
				<b>Freight</b>		<b>\$ 0.00</b>
				<b>Total</b>		<b>\$ 49,619.39</b>
(*) Tax exempted Part(s)						





**GIGAKOM**

3615 Kearny Villa Road, Suite 201  
San Diego, CA 92123  
Phone: 858-769-5411 - 5411 Fax:  
858-565-2443

E2020 - T9337ZA - Firewall  
Services

Number: **TK-1221**

Date: **01/02/2020**

**Recommended Products & Accessories**

Item #	Mfr. Part	Description	Price	Qty.	Extended
1	CON-SNT-FPR2140N	SNTC-8X5XNBD Cisco Firepower 2140 NGFW Appliance, 1U, 60 months Mfr:	\$ 15,291.43	1	\$ 15,291.43
2	CON-SW-FPR2140N	Cisco Base Cisco Firepower 2140 NGFW Appliance, 1U, 60 months Mfr:	\$ 13,359.45	1	\$ 13,359.45

Quote Valid Until: 07/01/2020

**Payment Details**

Pay by: Company PO  
Payment Term Due upon Receipt

**Shipping and Delivery Details**

Shipping via: FEDEX Ground

**Terms and Conditions**

SPIN: 143027209, FCC # 0011991395, Certified Small Business – Micro # 40936, DIR Registration: 1000003984

- All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work.
- Work shall be performed during normal business hours unless specified in the contact SOW. Additional charges for after hour / holiday work might apply
- Parking on site shall be provided by client at no cost to GigaKOM.
- Client will provide free and clear access to all working areas.
- An onsite contact and access must be provided to GigaKOM prior to job site arrival.
- Any down time resulting from the lack of access or client required information, equipment is not the responsibility of GigaKOM and is billable.
- A \$250 fee will be billed to client for missed appointment, or site not ready for installation. Also \$150 will be billed for additional dispatch.

GigaKOM Terms and Conditions, Billing and SLA: <http://bit.ly/GIGAKOM-TCandSLA>

The price set forth above is a good faith estimate based on the information received through the date of this Estimate and may change based on updated information. Any price changes shall be communicated to customer through a revised Estimate. This Estimate is valid for 30 days from the day of issue. GigaKOM WILL BILL IN PROGRESS INVOICES. HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVAL on customer site or at GigaKOM whichever occurs first. Additional training or Professional Services can be provided at our standard rates. Shipping charged may apply to all orders. Shipping Charges are estimates and will be billed at actual amount if higher. Payment Details Past due amounts subject to finance charges\* Customer shall reimburse all costs incurred in collecting past due amounts\*  
\*See GigaKOM Standard Terms and Conditions.

For Clients that utilize USAC SLD funding, GigaKOM will, based on agreement, invoice SLD for discounted portion. In case SLD denies payment or SLD does not pay within 90 days, Client will be responsible for full amount. Thank you for your business

Prepared by: **Theodore Koep**

Email: [theodorekoep@gigakom.com](mailto:theodorekoep@gigakom.com)

Phone: **858-769-5411**



## ATTACHMENT B

### Basic Maintenance School District ERATE Scope of Work IF APPLICABLE

The following describes the range of maintenance services to be provided by GigaKOM. The proposed services are contingent upon final approval by the District.

Basic maintenance services are “necessary” if, but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without e-rate discounts.

Basic maintenance services do not include services that maintain equipment that is not supported or that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment’s ability to transport information.

The primary purpose of the services for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Support for the administrative functions of library or education programs is permitted so long as the services are part of the network of shared services for learning. Support will be limited to services delivered to the onsite educational facility or facilities.

GigaKOM will provide support for all services under this contract that will provide a minimum of switched 100BT network service and T-1 Internet Access to all eligible areas of the district. This includes unanticipated component replacement and expansion of the district's network.

All services must be performed in the ERATE funding window.

Duties will be limited to only those dealing with maintenance and operation of telecommunications and internal connections as specified in FCC Document *CC Docket No. 96—45 Schools and Libraries Eligibility List*. (Attachment C). Any work not covered on the eligibility list must be covered under a separate contract or invoice.

### LIST OF ELIGIBLE COMPONENTS

This list is required by the Schools and Libraries Division to identify the scope of equipment and services that are covered by this contract. Additionally, the SLD wishes to determine that no ineligible components are included for maintenance. All components must be a part of a network of shared services for learning.

***The items covered by this agreement are listed in the RFP, GigaKOM’s proposal in response to the RFP and the quotation / pricing form provide***

Agenda Item: **10.J. Ratify contract #CT3759 between PowerSchool Group LLC and National School District for a 36-month subscription with Schoology Learning Management System (LMS). (Exhibit C)**

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

Quick Summary / Abstract: Due to the COVID-19 ongoing school closures, and to meet State guidelines during distance learning National School District purchased a Learning Management System (LMS), Schoology.

This LMS is applicable during distance, hybrid and in-person instruction.

Due to time constraints required to implement this LMS by the start of the school year, #CT3759 was approved under emergency Resolution #19-20.22 - delegating the Superintendent authority to take necessary action to protect students and staff from the spread of Coronavirus (COVID-19).

Comments: This contract provides access to the Schoology platform, professional development for teachers, and ongoing implementation support. Schoology will create a one stop shop for teachers, parents, and students. This LMS integrates with Google Apps for Education as well as Synergy along with several of our third party digital learning software programs.

The quote is based on an estimated enrollment of 4,900 students. Should enrollment increase, PowerSchool would invoice National School District for the difference. This one time cost includes set-up costs, and will be paid for through Learning Loss Mitigation Funds.

Recommended Motion: Ratify contract #CT3759 between PowerSchool Group LLC and National School District for a 36-month subscription with Schoology Learning Management System (LMS).

Financial Impact: Contract cost: \$121,844.92  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
Exhibit C

Agenda Item: **10.K. Approve contract #CT3760 with PresenceLearning to be used by special education and support staff to deliver services via distance learning for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this contract will enable National School District special education and support staff to deliver live online therapy and assessments via distance learning during the 2020-2021 school year, including: speech-language pathology, specialized academic instruction, adapted physical education, occupational therapy, behavioral and mental health services, and psychoeducational and special education assessments during the school closures.

This contract provides an option of renewal at the annual cost of \$64,350 per renewal year.

Comments: PresenceLearning is a Health Insurance Portability and Accountability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) compliant, teletherapy platform designed for special education services. PresenceLearning provides unique video conferencing experiences where clinicians can view students from multiple angles, manage interactions, and customize therapy to meet students' goals and interests.

The PresenceLearning platform will enhance National School District's Tiers 1, 2, and 3 social, emotional and behavioral systems. The subscription will also provide professional development and online platform access and support for school Special Education teams to conduct their own online services for students.

Recommended Motion: Approve contract #CT3760 with PresenceLearning to be used by special education and support staff to deliver services via distance learning for the 2020-2021 school year.

Financial Impact: Contract cost: \$76,200  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
CT3760



## TELETHERAPY PROFESSIONAL DEVELOPMENT AND PLATFORM LICENSE AGREEMENT

This TELETHERAPY PROFESSIONAL DEVELOPMENT AND PLATFORM LICENSE AGREEMENT (“Agreement”) is made and entered into as of the last signature date (the “Effective Date”), between PresenceLearning, Inc., a company incorporated in Delaware (the “Licensor”) and National School District (the “Licensee”).

The Parties agree as follows:

### 1. DEFINITIONS. The following terms shall have the meaning set forth in this section.

“Authorized Users” or “Authorized User” means Licensee’s teachers and staff who are recruited, managed and employed solely by Licensee, and for whom a license is purchased.

“Components” means all of the existing proprietary components of the Platform, including software or other information and technology that is embodied in the Platform.

“Documentation” means any written, printed or otherwise recorded or stored material that relates to the Platform, including technical specifications, source code annotations, training and support materials, descriptions of the principles of operation of source code, other instructions.

“Improvement” means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

“Library” means evidence-based and user-generated content library with 100K+ items and therapy playlists using Licensor proprietary content.

“Licensee Property” means all text, content, images, video, music, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available by Licensee or an Authorized Users.

“Platform” means (a) the Licensor’s software application (in both source code and object code form), (b) the Components, (c) the Documentation, and (d) Improvements or updates to the Platform, the Components or the Documentation.

“Personal Information” and/or “PI” is information that can identify a specific individual.

“Service Order” means an ordering document, the first of which is included as Exhibit A. The terms of this Agreement will be deemed to be incorporated in each applicable Service Order.

“Student User” or “Student Users” means the Licensee’s students currently enrolled at Licensee’s organization.

“Telehealth Institute” means proprietary self-guided training modules.

### 2. SERVICES AND PLATFORM.

2.1. Teletherapy 101 Professional Development. Licensor will provide each Authorized User with (i) authorized attendance to one 90-minute live-online teletherapy and tele-assessment training session; (ii) one login to Telehealth Institute; and (iii) ability to register for office hours with Licensor’s clinical experts.

2.2. Tele-Assessment 101 Professional Development for Psychoeducational Services. Licensor will provide each Authorized User with (i) authorized attendance to one 2-hour live-online teletherapy and tele-assessment training session; (ii) one login to Telehealth Institute; (iii) ability to register for office hours with Licensor’s clinical experts; and (iv) and use of psychoeducational assessments, except for RIAS, made available through the Platform.

- 2.3. PresenceLearning Therapy and Assessment Platform. Licensor will provide each Authorized User with (i) unlimited access and use of the Platform; (ii) access to Library; (iii) access to speech-language and OT evaluations; and (iv) Technical Support as set forth in Section 8.

### 3. LICENSE.

- 3.1. License Grant. During the Term, for each PresenceLearning Therapy and Assessment Platform license purchased, Licensor grants to Licensee a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, license to use and display the Platform by each of Authorized User and Student Users. Unless provided by this Agreement, Licensee may not provide access, allow to use, or display the Platform to any third-party, without express written permission from Licensor.
- 3.2. Safeguarding. Licensee shall establish, maintain, and enforce policies and procedures to safeguard and protect the Platform and Licensor Property which are no less rigorous than reasonable standards relating to Licensee's confidential information and property. Licensee will be responsible for all acts and omissions of its employees, representatives, affiliates, and Licensee's third-parties (including their employees and representatives) who have access to the Platform and Licensor's Property.
- 3.3. Business Use. Licensee agrees that it will inform and instruct its Authorized Users that the use of the Platform and Licensor Property are solely and exclusively to be used for the benefit of the Licensee ("Business Use"). Authorized Users may not use the Platform and Licensor Property for personal or independent business purposes. The use of Platform and Licensor Property for any other purpose than Business Use will constitute cause for immediate termination to Platform access.
- 3.4. Ownership. Licensor will have and retain sole and exclusive ownership of, and all right, title and interest in the Platform and Licensor Property.
- 3.5. Disclosure of Improvements and Developments. Unless otherwise provided in this Agreement, Licensor will have no obligation to disclose to Licensee any Platform improvements or modifications.
- 3.6. Acknowledgements. Licensee acknowledges and agrees the Licensor is in the business of commercially licensing the Platform or providing services relating to the Platform to third parties and that the Platform may contain errors. LICENSOR SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES UNDER THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THIS AGREEMENT. LICENSOR RETAINS ALL RIGHT, TITLE, AND INTEREST IN AND TO THE PLATFORM NOT EXPRESSLY LICENSED UNDER THIS AGREEMENT.

### 4. RESTRICTIONS.

- 4.1. No Reverse Engineering. Licensee shall not itself (and shall ensure that Authorized Users and Student Users do not): (i) translate, reverse engineer, decompile or disassemble the Platform or any Component, or by any other method attempt to derive source code to the Platform or its Components; (ii) rent, lease, loan, assign, transfer, share or resell the Platform; (iii) make the Platform available to third parties, without the prior express written consent of Licensor; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of the Documentation or any pertinent documents, except for tangible copies of online documents made by Licensee for Licensee's internal use and Licensee agrees to use commercially reasonable efforts to prevent any unauthorized copying Documentations or other intellectual property.
- 4.2. Sublicensing and Third Parties. Licensee does not have the right to grant a sublicense to the rights granted in Section 3.
- 4.3. Misuse. If Licensee or its Authorized Users misuse the Platform in an illegal manner, or as listed in this Section 4.3, Licensee may permanently lose access. Licensee and its Authorized Users may not

- 4.3.1. enable or allow others to use the Platform using Authorize Users Therapy Room or other account information;
- 4.3.2. circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform;
- 4.3.3. engage in behavior that violates anyone's Intellectual Property Rights. "Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights;
- 4.3.4. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, hateful, or otherwise objectionable;
- 4.3.5. Use the Platform and/or share any of materials that sexualizes minors or that is intended to facilitate inappropriate interactions with minors, or other users;
- 4.3.6. impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;
- 4.3.7. attempt to disable, impair, or destroy the Platform;
- 4.3.8. upload, transmit, store, or make available any of materials that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Platform;
- 4.3.9. disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm);
- 4.3.10. engage in chain letters, junk mails, pyramid schemes, phishing, spamming, fraudulent activities, or other unsolicited messages;
- 4.3.11. place an advertisement of any products or services in the Library; or
- 4.3.12. violate any laws.

**5. TERM AND TERMINATION.**

- 5.1. Term. This Agreement shall commence on the Effective Date and continue until the earlier of (i) the date upon which this Agreement is terminated in accordance with this Section and (ii) the last day any Service Order that is in effect.
- 5.2. Service Order Term. The term of a Service Order shall commence and end on the date specified on the applicable Service Order.
- 5.3. Termination by Licensor. Licensor, at its sole discretion, reserves the right to terminate this Agreement or any Service Order immediately upon a material breach by Licensee. In such an event, Licensee will still be liable for the fees under the Service Order.
- 5.4. Effects of Termination. Upon the expiration of the Service Order Term or Termination of this Agreement, Licensee shall immediately lose access to the Platform.

**6. FEE AND PAYMENT TERMS.** Licensee shall pay all fees specified in each Service Order (the first of which is Exhibit A) plus any applicable taxes. Fees are due and payable thirty (30) days from the date of execution of this Agreement, except for the monthly usage fees. All fees are charged per user and are non-refundable.

Monthly usage fees will be charged in arrears, per user, for any month Licensee or Authorized Users access and/or use the Platform. All monthly usage invoices will be due and payable thirty (30) days from date of

invoice. Licensor may, upon notice to Licensee, suspend Licensee's access to the Platform until overdue amounts are paid in full.

7. **COMPUTER SPECIFICATIONS AND REQUIREMENTS.** The Platform is a cloud application. The following system requirements are needed by Authorized Users and Student Users:
  - 7.1. Any computer with Dual core processor and 2 GB RAM;
  - 7.2. Ability to support headset and mic;
  - 7.3. A broadband internet connection with a minimum of 500 kbps (or higher) upload and download speeds of 1 mbps or higher preferred.
  - 7.4. For more information Licensee should refer to <https://www.presencelearning.com/tc/eq-spec/>
8. **TECHNICAL SUPPORT.** Licensor will provide technical support on weekdays between the hours of 6:00 am and 6:00 pm Mountain Standard Time (MST).
9. **PROPRIETARY RIGHTS.**
  - 9.1. Licensor Property. Licensor owns all right, title and interest in the Platform. Licensor retains all rights and title to all proprietary content in the Platform and Library, including therapy playlists and documents and all Telehealth Institute content. Licensor retains all right, title and interest to any work product or other intellectual property developed and/or created by Licensor on Licensor's behalf in the Library. Intellectual Property that is licensed to Licensor from a third party, such Intellectual Property will be included in the Licensor Intellectual Property only to the extent that Licensor has the right to sublicense such Intellectual Property to Licensee within the scope of the license granted hereunder.
  - 9.2. Licensee Property. Licensee Property is and shall remain the sole and exclusive property of Licensee.
  - 9.3. Licensor Use of Licensee Property. During the Term, Licensee grants to Licensor, solely to perform Licensor's obligations of this Agreement, a non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the Licensee Property. Further, by uploading permitted materials to the Library an Authorized Users grants to Licensor a perpetual, non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the materials.
  - 9.4. Content Restrictions. Licensee agrees not to use the Platform to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to Licensee under this Agreement, Licensee represents and agrees that Licensee will ensure that such Authorized Users will also comply with the obligations set forth in this Agreement. Licensor takes no responsibility and assumes no liability for any Licensee Property that an Authorized Users submits, displays, or otherwise makes available via the Platform.
  - 9.5. Removal of Content. If Licensor determine in good faith, at its discretion, that any Licensee Property could (i) pose a material security risk, (ii) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (iii) give rise to (a) a liability, or (b) a violation of Law or the terms or restrictions of the Agreement, then Licensor may remove the offending Licensee Property, suspend an Authorized Users' or Licensee's use of the Platform, and/or pursue other remedies and corrective actions.
  - 9.6. Other Rights. Licensee grants to Licensor the limited right to use Licensee's name, logo and/or other marks for the sole purpose of listing Licensee as a user of the applicable the Platform in promotional materials. Licensee can revoke this grant at any time with fifteen (15) days written request.

## 10. CONFIDENTIALITY.

- 10.1. Confidential Information. All information disclosed by one party to the other party during the Term of this Agreement that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be “Confidential Information.”
- 10.2. Exceptions. Information will not be considered Confidential Information if the information is or was: publicly available through no act or omission of the receiving party; in the receiving party’s lawful possession prior to disclosure by the disclosing party and not obtained either directly or indirectly from the disclosing party; lawfully disclosed to the receiving party by a third party without restriction on disclosure; or independently developed by the receiving party without use of or access to the disclosing party’s Confidential Information.
- 10.3. Nondisclosure. The parties agree, that during the Term and for a period of one year (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other’s Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, “Representatives”) who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement.

## 11. REPRESENTATIONS AND WARRANTIES.

- 11.1. Power and Authority. Licensor represents to Licensee that Licensor has the full right, power and authority, including the necessary intellectual property rights, to enter into this Agreement.
- 11.2. Platform performance. Licensee agrees and acknowledges Licensee has verified the Platform’s necessary specifications, performance, functionality, access to, and availability, and found it suitable for Licensee’s needs and requirements.
- 11.3. Uploaded Materials. Licensee, and on behalf of its Authorize Users, assert the party uploading materials to the Library has all rights necessary to upload, share, and grant the rights for all the materials.
- 11.4. Safety of Platform. Licensor warrants to Licensee that Licensor has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Licensor, or the Platform does not contain any software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices or techniques.
- 11.5. FERPA and HIPAA. Licensor represents to Licensee that the Platform is safe to use in an educational setting and is FERPA and HIPAA compliant. However, Licensor will not receive from Licensee any Student User records and therefore Licensee agrees it is solely responsible for any applicable compliance with FERPA and HIPAA in regard to student and/or medical records.
12. **DISCLAIMERS OF WARRANTIES.** The Platform is provided ‘AS-IS’ and to the maximum extent permitted by law, Licensor disclaims all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Further, Licensor disclaims any warranty that the Platform will meet Licensee’s requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Licensor disclaims all liability for any actions resulting from Licensee’s use of the Platform. Licensee understands that Licensee’s use and access to the Platform is at Licensee’s own discretion and risk, and Licensee is solely responsible for any damage to computer systems or loss of data that results from such use. If Authorized Users post or upload materials to the Library, Licensor is not responsible for any loss, corruption, damage, deletion of the materials.

## 13. INDEMNIFICATION.



13.1. By Licensor. Licensor shall defend, indemnify and hold harmless the Licensee from and against any and all losses asserted against, incurred, sustained or suffered by Licensee and/or the Representatives of Licensee as a result of, arising out of or relating to a claim that the Platform or any Licensor's intellectual property as delivered to Licensee infringes or misappropriates the intellectual property of any third party.

13.2. By Licensee. Unless prohibited by state law or regulations, Licensee will defend, indemnify and hold harmless the Licensor from and against any and all losses incurred, sustained or suffered by Licensor as a result of, or arising out of, or relating to any third party lawsuit or proceeding brought against Licensor due to: (i) Authorized Users' posted and uploaded content, (ii) Licensee or Authorized Users' illegal behavior or conduct; (iii) Licensee's, Authorized Users, and/or Student Users' use of the Platform or Licensor Property in any manner inconsistent with or in breach of the Agreement; and/or (iv) any claim alleging facts that would constitute a breach of Licensee's representations and warranties made in this Agreement.

#### 14. **LIMITATION ON LIABILITY.**

14.1. DAMAGE DISCLAIMER. EXCEPT AS PROVIDED BELOW IN THIS SECTION 14, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2. GENERAL DAMAGE CAP. EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT, IN NO EVENT SHALL LICENSOR BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT LICENSEE PAID FOR THE PLATFORM/SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE LICENSEE FOR ANY LOSSES; OR (B) LICENSOR KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

#### 15. **MISCELLANEOUS.**

15.1. Compliance with Laws. Each party shall comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.

15.2. Competitors. Licensee agrees to not share or make available the Platform or Licensor Property to a competitor of Licensor.

15.3. Survival. Upon the expiration or termination of this Agreement, all access to the Platform may cease without prior notice. Sections 4.1, 9.1, 10, and 12-14 will survive expiration or termination of this Agreement.

15.4. Amendment and Modification. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both parties.

15.5. No Third-Party Beneficiaries. The Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party.

15.6. Assignment. Licensee shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of Licensor; and any attempt to do so will be null and void. Licensor may assign or transfer its rights to a third party due to a merger, consolidation, change of control, sale of all or substantially all of a party's securities or assets, contract, management agreement, or otherwise.

- 15.7. Force Majeure; Transmissions. Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics or other acts of God, labor conditions, power failure, and Internet disturbances. Licensor will not be responsible for receiving data, queries or requests directly from Authorized Users, Student Users or any other third party, or for the transmission of data between Authorized Users or Student Users and the Platform.
- 15.8. No Waiver. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter; nor shall waiver of a breach of any provision constitute a waiver of the provision itself.
- 15.9. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To PresenceLearning, Inc., 530 Seventh Ave, Suite 407, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To Licensee: Notices will be sent to the address provided to Licensor, or by other legally acceptable means.
- 15.10. Independent Contractors. The parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the parties. Neither party shall be deemed to be an employee or legal representative of the other nor shall either party have any right or authority to create any obligation on behalf of the other party.
- 15.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be mutually agreed upon, otherwise in New York.
- 15.12. Entire Agreement. This Agreement, any Exhibits, and applicable Service Orders constitutes the entire agreement between the parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the parties.
- 15.13. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Licensee is located.
- 15.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile, PDF or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**PresenceLearning, Inc.**

**Licensee**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**EXHIBIT A - SERVICE ORDER**

This Service Order is incorporated and made part of the Teletherapy Professional Development and Platform License Agreement (“Agreement”) between PresenceLearning, Inc., (“Licensor”) and National School District (“Licensee”). In the event of a conflict between this Service Order and the Agreement, the terms and conditions of the Service Order will prevail.

Service Order Term: 7/1/2020 to 6/30/2021

<b>Licensee Primary Contact Information</b>	<b>PresenceLearning Contact Information</b>
Name: National School District Janna Piper	Name: Michelle Brownlee
Address: 1500 N Avenue	Address: 180 Montgomery St, Suite 1800
City, State, Zip: National City, CA 91950	City, State, Zip: San Francisco, CA 94104
Email: jpiper@nsd.us	Email: Michelle.Brownlee@PresenceLearning.com

<b>Services/Product SchoolYear 2020-2021</b>	<b>Quantity/User</b>	<b>Upfront Flat Rate Cost</b>	<b>Subtotal</b>
<b>Teletherapy 101 Professional Development</b> includes access to Presence Learning Therapy and Assessment Platform during the Service Order Term	41	\$	\$
<b>Tele-Assessment 101 Professional Development for Psychoeducational Services</b> includes access to Presence Learning Therapy and Assessment Platform during the Service Order Term	10	\$	\$
			<b>\$76,200</b>

<b>Services/Product SchoolYear 2021-2022 Renewal Option</b>	<b>Quantity/User</b>	<b>Upfront Flat Rate Cost</b>	<b>Subtotal</b>
<b>Teletherapy 101 Professional Development</b> includes access to Presence Learning Therapy and Assessment Platform during the Service Order Term	41	\$	\$
<b>Tele-Assessment 101 Professional Development for Psychoeducational Services</b> includes access to Presence Learning Therapy and Assessment Platform during the Service Order Term	10	\$	\$
			<b>\$64,350</b>

Services/Product SchoolYear 2022-2023 Renewal Option	Quantity/User	Upfront Flat Rate Cost	Subtotal
<b>Teletherapy 101 Professional Development</b> includes access to Presence Learning Therapy and Assessment Platform during the Service Order Term	41	\$	\$
<b>Tele-Assessment 101 Professional Development for Psychoeducational Services</b> includes access to Presence Learning Therapy and Assessment Platform during the Service Order Term	10	\$	\$
			<b>\$64,350</b>

The above fees are only applicable for Authorized Users who during School Year 2020-2021 were part of the professional development training. If Licensee desires to add new Authorized Users (who have not previously taken the either of the Professional Development trainings) then Licensee will be charged the rates of \$1400 per user for Teletherapy 101 Professional Development per user and/or \$3500 per user for Tele-Assessment 101 Professional Development for Psychoeducational Services per user. These fees will be deducted from any remaining Initial Payment or if the Initial Payment has been exhausted then Licensee will be invoiced for the fees

**Platform Usage Fee**

Platform Usage Fee will be charged, per user, only for the month(s) in which a user accesses the Platform beginning in the second calendar month of the Service Order Term.

**Platform usage fee for Teletherapy 101 Professional Development SLP:** \$0 per user per month of usage  
**Platform usage fee for Tele-Assessment 101 Professional Development School Psychologist:** \$0 per user per month of usage

**Changes to Quantity**

Additional users or products may be purchased under this Service Order through an email from Licensee to PresenceLearning Contact set forth above, stating the number of additional users or products being purchased.

**Prices set forth in this Service Order do not include tax. Tax, if applicable, will be included in the invoice sent by PresenceLearning to Licensee.**

Agenda Item: **10.L. Approve contract agreement #CT3761 with PresenceLearning, a Health Insurance Portability and Accountability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) compliant, teletherapy service to provide contracted services for special education students for the 2020-2021 school year. (Exhibit D)**

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

Quick Summary / Abstract: PresenceLearning offers staffing services to provide remote evaluations, therapy services, representation in Individualized Education Program (IEP) meetings, and a variety of other special education services that align with the needs of a student's Individualized Education Program.

Approval of this item will allow the National School District to utilize these staffing services in order to meet legal IEP compliance requirements.

Comments: During the 2020-2021 school year, services may be utilized to cover teacher absences, position vacancies, or caseload overages for services including: speech-language pathology, occupational therapy, specialized academic instruction, behavioral and mental health services, and psychoeducational and special education assessments during the school closures.

National School District will be only be invoiced for services rendered.

Learning Loss and Mitigation Funding allocated for special education will be used for these services.

Recommended Motion: Approve contract agreement #CT3761 with PresenceLearning, a Health Insurance Portability and Accountability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) compliant, teletherapy service to provide contracted services for special education students for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed to \$70,000  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General fund

Attachments:  
Exhibit D

Agenda Item: **10.M. Approve San Diego Quality Preschool Initiative (SDQPI) Agreement #CT3762 with the San Diego County Office of Education (SDCOE) for the purpose of receiving preschool enhancement funding to support early childhood education programs for children three and four years of age. (Exhibit E)**

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

Quick Summary / Abstract: San Diego Quality Preschool Initiative (SDQPI) is a new initiative from the San Diego County Office of Education (SDCOE), replacing the former initiative, Quality Preschool Initiative (QPI). In order to receive county SDQPI funds through the SDCOE, the District is required to enter into a multi-year agreement with the SDCOE.

Approval of this agreement will authorize National School District to access an annual projected revenue of \$101,109.08 based on the current Tier level of National School District preschool sites to fulfill the Scope of Work as outlined in Exhibit A, B, and C of the agreement. The term of this agreement is from July 2, 2020 through June 30, 2023.

An amendment with an exact amount will be provided from SDCOE each fall to the National School District.

Comments: SDQPI leverages funding from First 5 San Diego and the Quality Counts California (QCC) Local Consortia and Partnership Grants which includes funding from the California Department of Education.

Funds received will be used annually to support parent education, coaching, provide intervention support in classrooms, compile data records required by SDQPI, and deliver professional development for staff. Participating staff also have the opportunity to earn a stipend directly from SDCOE.

Recommended Motion: Approve San Diego Quality Preschool Initiative (SDQPI) Agreement #CT3762 with the San Diego County Office of Education (SDCOE) for the purpose of receiving preschool enhancement funding to support early childhood education programs for children three and four years of age.

Financial Impact: Contract revenue: Up to \$101,109.08  
Additional staffing costs: \$0  
Other costs: \$0  
Annual revenue  
Preschool fund

Attachments:  
Exhibit E

Agenda Item: **11. HUMAN RESOURCES**

Agenda Item: **11.A. Authorize the Assistant Superintendent of Human Resources to hire temporary employees.**

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

Quick Summary / Abstract: Pursuant to Education Code, temporary teachers must be approved by the Governing Board prior to beginning an assignment. Due to the urgency of hiring teachers to cover classrooms, the Assistant Superintendent needs to have authorization to hire these teachers before they are placed in a classroom.

Comments: The pre-authorization includes 3 temporary classroom teachers, 25 temporary impact teachers, and 10 temporary teachers for English Learning Proficiency Assessment for California (ELPAC) testing for the 2020-2021 school year.

Recommended Motion: This pre-authorization to hire temporary teachers is valid through October 2, 2020. Authorize the Assistant Superintendent of Human Resources to hire temporary employees.

Agenda Item: **11.B. Approve Memorandum of Understanding with the National School District and the National City Elementary Teachers Association (NCETA) for negotiable impacts and effects of the working environment during the distance learning COVID-19 pandemic during the 2020-2021 school year.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent Human Resources

Quick Summary / Abstract: The District and the National Elementary Teachers Association (NCETA) have reached a tentative agreement regarding the impacts and effects of the working environment of distance learning during the COVID-19 pandemic during the 2020-2021 school year.

Comments: Components o the Tentative Agreement include:  
1. Hours of Employment  
2. Distance Learning components  
3. Work Location, Safety and Classroom Access  
4. Professional Development  
5. Certificated Evaluations

NCETA ratified the tentative agreement for the Distance Learning MOU on August 5, 2020.

Recommended Motion: Approve Memorandum of Understanding with the National City Elementary Teachers Association (NCETA) and National School District (NSD) for negotiable impacts and effects of the working environment during the distance learning COVID-19 pandemic during the 2020-2021 school year.

Attachments:  
MOU NSD/NCETA Distance Learning



MEMORANDUM OF UNDERSTANDING BETWEEN  
NATIONAL SCHOOL  
DISTRICT AND  
NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION REGARDING THE  
CORONAVIRUS PANDEMIC DURING THE 2020-21 SCHOOL YEAR

July 30, 2020

This Memorandum of Understanding is agreed between the National School District ("District") and the National City Elementary Teachers Association ("NCETA"), collectively referred to hereinafter as "the parties", concerning the negotiable impacts and effects of providing distance learning in the 2020-21 school year.

**Definitions**

- a. Distance Learning- Defined as learning and or study that takes place online, when teachers and students do not meet in person.
- b. Asynchronous Learning- Defined as instruction or learning that is not presented in a live format. Including, but not limited to: pre-recorded lessons or videos, use of district approved instructional programs, email, and assignments students are able to work on independently.
- c. Synchronous Learning- Defined as online instruction, that takes place in real time with the classroom teacher and a student or students.

**Distance Learning**

NSD will adhere to AB-77 sections 43500 et seq regarding Distance Learning and Instructional Minutes. "Distance learning" means instruction in which the student and instructor are in different locations. Daily live interaction with certificated employees and peers will be provided for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. Daily live interaction shall be designed to meet the needs of students at the discretion of the teacher.

**1. Duty Day**

- a. Duty Day: The parties agree work shall occur within the normal duty day as outlined in Article 6.2.a of the collective bargaining agreement (CBA). However, unit members shall have reasonable scheduling flexibility to provide instruction within the daily schedule developed in consultation with the site administrator, as provided in Article 6.2.c of the CBA. All unit members shall have 60 minutes daily (excluding minimum days) designated for preparation and planning to be used at the member's discretion.

- b. Beyond daily instructional minute requirements set forth in 1c, the duty day will include but, is not limited to, providing academic and other supports designed to address student needs, progress monitoring, email, planning and preparation, record keeping, IEP case management and meetings, and/or collaboration unless otherwise outlined in Article 6 Hours.
  - i. Staff meetings and minimum days will be held in accordance with Article 6.M of the CBA.
- c. Instructional Minutes: Certificated members who provide instruction to students (teachers and support personnel) shall be responsible for instructional minutes. For the 2020-2021 school year, the minimum instructional minutes during the duty day shall be as follows:
  - 180 instructional minutes in kindergarten;
  - 230 instructional minutes in grades 1 to 3, inclusive;
  - 240 instructional minutes in grades 4 to 6, inclusive;
  - Preschool/TK instructional minutes shall be consistent with state regulations.
- d. Academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lessons, assessments, and instructional methodologies used shall be at the discretion of the teacher, provided that they meet all distance learning and instructional minutes requirements stated in this MOU. The time value, as determined by the classroom teachers and/or support personnel, of all services and instruction provided shall count towards instructional minutes (ED Section 43502).
- e. Support Personnel and classroom teachers shall develop a schedule to facilitate coordination of services and teaching. This schedule shall be provided to impacted site unit members as well as administration.
- f. Teachers will be expected to take daily student attendance and notify the administration as soon as practicable if there are concerns with attendance, participation and/or connectivity issues. A student who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher. Evidence of daily student participation in distance learning shall be obtained using:
  - i. evidence of participation in online activities and live interaction;
  - ii. completion of regular assignments and/or assessments;
  - iii. contacts between employees of the District and students or parents or guardians.

## **2. Special Education**

- a. Special education, related services, and any other services required by a pupil's Individualized Education Program (IEP) pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, shall be implemented, with accommodations to ensure that each IEP is executed in a distance learning environment.
- b. Special Education teachers will accommodate and/or adapt lessons to meet the needs of students' IEPs.
- c. Support Personnel will document distance learning opportunities as well as the time value of such opportunities through the use of available Learning Management Systems and

Teletherapy Systems. Service providers of students with disabilities will make a reasonable effort to communicate with classroom teachers, students and/or the parent/guardian as appropriate.

### **3. Work Location, Safety and Classroom Access/Materials/Supplies**

- a.** During any period of school closure, unit members will provide distance learning from a remote work location. Unit members may, with approval from their site administrator, work from their regularly assigned classrooms. For unit members providing distance learning from their classrooms, the District will ensure working conditions are in compliance with all applicable COVID-19 guidelines issued by the California Department of Public Health ("CDPH"), including the document titled COVID-19 Industry Guidance: Schools and School-Based Programs.
- b.** The District will process unit member requests to work out of their classrooms on a case-by-case basis.
- c.** All unit members working from remote locations will be required to verify that they will conduct their work in a location that is safe and free of obstructions, hazards, and distractions, and that they will report to Human Resources any serious injury or illness occurring during working hours in the remote workspace or in connection with their employment as soon as practically possible.
- d.** Unit members shall not be directed or required to report to their worksite while the worksite is closed. The District shall inform all unit members of the necessary supplies and/or equipment needed for them to successfully provide distance learning. Unit members shall be given the opportunity to retrieve appropriate supplies and/or equipment from their classroom/workspace to help facilitate distance learning from the remote location.
- e.** For the safety of all school staff, only school employees, necessary contractors, and children attending childcare programs (if applicable) shall be allowed on campus during school closures.
- f.** Childcare, if provided by the District, shall only be in rooms that are not occupied by a teacher conducting instruction, or rooms that are vacant, unless the impacted unit member has been provided advance notice and the opportunity to secure belongings in the classroom.
- g.** Relevant safety guidelines provided by the California Department of Public Health (CDPH), San Diego County Health Officer, and District Policy and County Public Health orders shall be provided to all unit members prior to the start of the school year. As guidelines and orders change, employees shall be notified immediately through district email and postings on the campus.
- h.** Unit members who have been granted permission to work out of their classrooms shall have access to all appropriate cleaning supplies in all common areas and teacher workspaces.
- i.** Unit members will be reimbursed for actual and necessary expenses incurred in the performance of distance learning duties, provided that the unit member obtains prior site administrator approval and follows all other requirements in the District's expense reimbursement procedures.
- j.** In order to effectively provide distance learning services from a remote location, unit

members must have access to adequate internet service. The parties understand that the reimbursement provisions in this MOU do not include reimbursement for internet service. If a unit member does not have access to adequate internet service, the unit member will confer with his/her site administrator to discuss available alternatives, which shall include access to a hotspot.

- k. Unit members working remotely shall not be liable for damage to District equipment, except in cases where damage was caused by the unit member's negligence while in care of the equipment.
- l. Unit members will follow the process at their school sites for unit members to order appropriate instructional materials and supplies.

#### **4. Technology**

- a. The District shall provide unit members technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District staff and/or vendors, as well as instruction on distance learning platforms and instructional materials.
- b. Unit members experiencing technical difficulties will contact tech support as soon possible. Issues that are not immediately resolved will be reported to the site administrator to minimize disruptions to distance learning.
- c. Unit members will utilize only the following District-approved learning management systems (LMS) and platforms when providing distance learning: Schoology and PresenceLearning, and Teletherapy. The parties agree the intention is not to create additional workload through use of a LMS, but also understand implementing a new LMS may have unanticipated impacts and effects on the duty day and other areas subject to negotiation. As such, the parties agree to meet and confer over workload issues, or other issues within the mandatory scope of bargaining, as necessary.
- d. The District may through Consultation, expand approved platforms to ensure equitable access for all unit members and students.
- e. The District technology help line will be available to provide support and assistance.
- f. To ensure students are successful in distance learning, the District shall provide parents/guardians and students with initial support in their use of District-approved learning management systems and platforms.
- g. Unit members providing distance learning instruction shall be made aware of and adhere to all relevant acceptable use policies. Any recording of live/synchronous virtual instruction is required to have the consent of the unit member. The Association reserves the right to negotiate applicable impacts and effects any subsequent changes to the acceptable use policy.

#### **5. Professional Development**

- a. Prior to and during the first week of the school year, the District shall provide professional development to all unit members on the use of District-provided learning management systems and platforms, and adherence to appropriate health and safety measures set forth in the CDPH guidelines and San Diego County Health Officer orders. The District may also offer professional development in:

- i. Utilizing District-Adopted Curriculums in a Distance Learning Model
- ii. Professional Development Specific to Job Assignment
- iii. Quality Online Learning
- iv. Designing Lessons for Distance Learning
- v. Modified Pacing Guides and Curriculum Maps
- vi. Implementation of IEP Services in Online Learning Setting

The District reserves the right to provide training in additional areas as needed to ensure distance learning is effective and that unit members are in compliance with health and safety guidelines. The Association shall provide input on the training provided via Consultation.

- b. Unit members may elect to participate in professional development in the foregoing areas on August 17 and 18, 2020, which will be paid at the unit member's per diem hourly rate in accordance with Article 15 of the collective bargaining agreement. If unit members do not participate in professional development on these dates, they must participate on the week of August 24<sup>th</sup> as stated below.
- c. During the week of August 24, unit members will provide 1 daily live interaction per workday with students not to exceed 120 mins of synchronous instruction/services per workday which will focus on SEL, relationship building, routines and procedures for distance learning, and placement/formative assessments. Remaining instructional minutes shall be asynchronous for students and teachers as described in 1.j. For unit members who did not participate in professional development on August 17 and 18, the remainder of each duty day during the week of August 24 shall also include 120 minutes of mandatory professional development.

## **6. Enrichment Teachers**

- a. Enrichment teachers shall be given access to the District's Learning Management System to create their own classroom.
- b. Enrichment teachers shall provide appropriate standards-based lessons, activities, and/or other support to students which is consistent with regular assignments and job descriptions and in accordance with AB-77.

## **7. District Resource Teachers**

Unit members who do not have a class roster District Resource Teachers shall provide support to students and classroom teachers which may include providing lessons and/or units of study, activities, virtual field trips or other support which is consistent with regular assignments and job descriptions.

## **8. Preschool Teachers**

The terms and conditions outlined in Article 3 Preschool Teachers Special Provisions, of the Collective Bargaining Agreement, shall remain in full effect. All terms and conditions expressed in this MOU shall be applicable to preschool teachers excluding those referencing provisions of the CBA which do not regularly apply to preschool teachers.

**9. Evaluation**

- a. Unit Members will be evaluated for as agreed upon in the Collective Bargaining Agreement during school closures. The parties agree the context of the 2020-2021 school year is extraordinary, and the pedagogy and methodology of teaching and learning is undergoing rapid change. As such, evaluations of teaching and learning should reflect an intended growth model for unit members. In order to allow time for bargaining unit members and administrators to adjust to the realities of teaching and learning in distance learning. During the first six weeks of the 2020-2021 school year, observations and/or walkthroughs shall not be included in the unit member's summary evaluation. This does not limit the District's ability to otherwise conduct informal observations and walkthroughs during this period, for the purpose of providing the unit member with non-evaluative feedback.
  - i. All permanent unit members will have the option to be evaluated using the Alternative Evaluation in Article 11.2.D of the collective bargaining agreement.
- b. Unit members shall not be disciplined for inappropriate behavior of other people in their own household or students while they are engaged in Distance Learning. Unit members will otherwise adhere to the standards of the teaching profession while conducting online opportunities or participating in professional development.

**10.** Instead of providing hard copy documents to the unit members, the District may provide documents electronically.

**11.** All components of the current Collective Bargaining Agreement between the NCETA and District not addressed by the terms of this agreement shall remain in full effect.

- a. However, during the course of the COVID-19 Pandemic, the parties shall continue to meet and confer as needed regarding subjects within the mandatory scope of bargaining, including safety, leaves, and others, as well as those subject to consultation.
- b. Given the fast-changing nature of this pandemic, NCETA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.

It is agreed and understood that this agreement is subject to the approval of NCETA and the NSD Governing Board.

**Leticia Hernandez(signed electronically 11:55 a.m.)**

**July 30, 2020**

FOR NATIONAL SCHOOL DISTRICT

DATED

**Irma Sanchez (signed electronically 11:50 A.M.)**

**July 30, 2020**

FOR NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

DATE

Agenda Item: **12. BUSINESS SERVICES**

Agenda Item: **12.A. Presentation and acceptance of the GASB No.75 Actuarial Valuation Report for the National School District Other Post-Employment Benefits.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

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

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

Attachments:  
GASB No.75 Actuarial Valuation Report



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# National School District

**Nyhart Actuary & Employee Benefits**

530 B Street, Ste. 900, San Diego, CA 92101  
(619) 239-0831 – [www.nyhart.com](http://www.nyhart.com)

**GASB No. 75 ACTUARIAL VALUATION**  
**Fiscal Year Ending June 30, 2020**  
**(Measured at December 31, 2019)**



<b>Certification</b>	<b>1</b>
<b>Valuation Results Summary</b>	<b>3</b>
<b>GASB 75 Summary</b>	<b>4</b>
<b>Statement of Changes in Fiduciary Net Position</b>	<b>5</b>
<b>Schedule of Changes in Net OPEB Liability and Related Ratios</b>	<b>6</b>
<b>OPEB Expense</b>	<b>7</b>
<b>Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB</b>	<b>8</b>
<b>Net OPEB Liability Sensitivity</b>	<b>9</b>
<b>Schedule of Contributions</b>	<b>10</b>
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<b>Glossary</b>	<b>20</b>

**Mr. Christopher Carson**  
**National School District**  
**1500 N Avenue**  
**National City, CA 91950**

5/21/2020

This report summarizes the GASB actuarial valuation for the National School District's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2020 (measured at December 31, 2019). Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

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

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

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period and roll-forward techniques); and changes in plan provisions or applicable law.

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

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

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

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

A handwritten signature in black ink, appearing to read 'S. Datta', with a stylized flourish at the end.

Suraj Datta, ASA, MAAA, MBA  
Consulting Actuary

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Valuation Results Summary**

As of Valuation Date: December 31, 2019

	<b>Certificated</b>	<b>Classified</b>	<b>Total</b>
<b>Present Value of Employer Contributions</b>			
Actives	\$ 21,187,626	\$ 6,394,694	\$ 27,582,320
Retirees	\$ 718,101	\$ 1,307,540	2,025,641
Total	\$ 21,905,727	\$ 7,702,234	\$ 29,607,961
<i>Portion due to Explicit</i>	\$ 13,563,909	\$ 4,632,804	\$ 18,196,713

<b>Total (Accrued) OPEB Liability</b>			
Actives	\$ 8,837,180	\$ 3,143,210	\$ 11,980,390
Retirees	718,101	1,307,540	2,025,641
Total	\$ 9,555,281	\$ 4,450,750	\$ 14,006,031
<i>Portion due to Explicit</i>	\$ 5,882,776	\$ 2,689,513	\$ 8,572,289

	<b>Explicit</b>	<b>Implicit</b>	<b>Total</b>
<b>Projected Employer Contributions</b>			
2020	\$ 399,249	\$ 242,327	\$ 641,576
2021	432,180	266,483	698,663
2022	472,248	294,237	766,485
2023	498,602	299,101	797,703
2024	537,969	337,672	875,641
2025	532,915	344,289	877,204
2026	557,386	358,438	915,824
2027	600,020	385,063	985,083
2028	663,613	422,650	1,086,263
2029	663,092	415,446	1,078,538

**Actuarial Assumptions as of Valuation Date**

Inflation	2.50%
Salary increases	2.75% plus Merit Scale
Discount rate	2.92%

**Plan Membership**

Inactive plan members or beneficiaries currently receiving benefits	94
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	490
	584

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**GASB 75 Summary**

**Net OPEB Liability**

The components of the Net OPEB Liability at December 31,

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Total OPEB Liability	\$ 14,006,031	\$ 15,413,028	\$ 15,011,197
Plan fiduciary net position	0	0	0
Net OPEB Liability	<u>\$ 14,006,031</u>	<u>\$ 15,413,028</u>	<u>\$ 15,011,197</u>
Plan fiduciary net position as a % of the Total OPEB Liability	0.00%	0.00%	0.00%
OPEB Expense for the Fiscal Year Ended December 31,	\$ 1,351,806	\$ 1,550,000	\$ 1,550,645

**Actuarial Assumptions**

The Total OPEB Liability was determined using the following actuarial assumptions.

Inflation	2.50%	2.75%	2.75%
Salary increases	2.75% plus Merit Scale	3.00%	3.00%
Discount rate	2.92%	3.80%	3.35%

**Plan Membership**

The Total OPEB Liability was determined based on the plan membership as of December 31,

	<u>2019</u>	<u>2017</u>	<u>2017</u>
Inactive plan members or beneficiaries currently receiving benefits	94	97	97
Inactive plan members entitled to but not yet receiving benefits	0	0	0
Active plan members	<u>490</u>	<u>479</u>	<u>479</u>
	584	576	576

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Statement of Changes in Fiduciary Net Position**

<b>Additions</b>	<u>December 31, 2019</u>	<u>December 31, 2018</u>	<u>December 31, 2017</u>
Contributions:			
Employer	\$ 733,982	\$ 680,465	\$ 648,062
Member	0	0	0
Nonemployer Contributing Entity	0	0	0
Total contributions	<u>\$ 733,982</u>	<u>\$ 680,465</u>	<u>\$ 648,062</u>
Investment income:			
Net increase in fair value of investments	\$ 0	\$ 0	\$ 0
Interest and dividends	0	0	0
Less investment expense, other than from securities lending	0	0	0
Net income other than from securities lending	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Securities lending income	0	0	0
Less securities lending expense	0	0	0
Net income from securities lending	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Net investment income	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Other	0	0	0
Total additions	<u>\$ 733,982</u>	<u>\$ 680,465</u>	<u>\$ 648,062</u>
<b>Deductions</b>			
Benefit payments	\$ 733,982	\$ 680,465	\$ 648,062
Administrative expense	0	0	0
Other expense	0	0	0
Total deductions	<u>\$ 733,982</u>	<u>\$ 680,465</u>	<u>\$ 648,062</u>
<b>Net increase in net position</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>Net position restricted for OPEB</b>			
Beginning of year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
End of year	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

Note: The employer contributions include retiree benefit payments inclusive of subsidy not reimbursed from the trust.

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Schedule of Changes in Net OPEB Liability and Related Ratios**

	<u>2019</u>	<u>2018</u>	<u>2017</u>
<b>Total OPEB Liability</b>			
Service cost	\$ 1,039,765	\$ 1,088,861	\$ 1,053,567
Interest	611,260	527,954	497,078
Changes of benefit terms	0	0	0
Differences between expected and actual experience	(2,732,453)	0	0
Changes of assumptions	408,413	(534,519)	0
Benefit payments, including refunds of member contributions	(733,982)	(680,465)	(648,062)
<b>Net change in Total OPEB Liability</b>	<u>(1,406,997)</u>	<u>401,831</u>	<u>902,583</u>
<b>Total OPEB Liability - beginning</b>	15,413,028	15,011,197	14,108,614
<b>Total OPEB Liability - ending (a)</b>	<u>\$ 14,006,031</u>	<u>\$ 15,413,028</u>	<u>\$ 15,011,197</u>
<b>Plan fiduciary net position</b>			
Contributions - employer	\$ 733,982	\$ 680,465	\$ 648,062
Contributions - member	0	0	0
Contributions - nonemployer contributing member	0	0	0
Net investment income	0	0	0
Benefit payments, including refunds of member contributions	(733,982)	(680,465)	(648,062)
Administrative expenses	0	0	0
Other expense	0	0	0
<b>Net change in plan fiduciary net position</b>	<u>\$ 0</u>	<u>0</u>	<u>\$ 0</u>
<b>Plan fiduciary net position - beginning</b>	0	0	0
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>Net OPEB Liability - ending (a) - (b)</b>	<u>\$ 14,006,031</u>	<u>\$ 15,413,028</u>	<u>\$ 15,011,197</u>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	0.0%	0.0%	0.0%
<b>Covered - employee payroll</b>	\$ 36,993,539	\$ 33,246,000	\$ 33,246,000
<b>Net OPEB Liability as percentage of covered-employee payroll</b>	37.9%	46.4%	45.2%

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**OPEB Expense**

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	<u>2019</u>	<u>2018</u>	<u>2017</u>
Service cost	\$ 1,039,765	\$ 1,088,861	\$ 1,053,567
Interest on Total OPEB Liability	611,260	527,954	497,078
Projected earnings on OPEB plan investments	0	0	0
Reduction for contributions from active employees	0	0	0
OPEB plan administrative expense	0	0	0
Changes of benefit terms	0	0	0
Other changes	0	0	0
Current period recognition of deferred outflows/(inflows) of resources			
Differences between Expected & Actual Experience in measurement of the Total OPEB Liability	(273,245)	0	0
Changes of assumptions	(25,974)	(66,815)	0
Differences between Projected & Actual Earnings on OPEB Plan Investments	0	0	0
<b>Annual OPEB Expense</b>	<u>\$ 1,351,806</u>	<u>\$ 1,550,000</u>	<u>\$ 1,550,645</u>



**Retiree Health Plan**

**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

Differences between expected and actuarial experience in measurement of the Total OPEB Liability for the period ending:	Initial Balance	Initial Amortization Period	Annual Recognition	12/31/2019 Balance
December 31, 2019	\$ (2,732,453)	10	\$ (273,245)	\$ (2,459,208)
December 31, 2018	0	8	0	0
Total			\$ (273,245)	\$ (2,459,208)

Changes of assumptions for the period ending:	Initial Balance	Initial Amortization Period	Annual Recognition	12/31/2019 Balance
December 31, 2019	\$ 408,413	10	\$ 40,841	\$ 367,572
December 31, 2018	(534,519)	8	(66,815)	(400,889)
Total			\$ (25,974)	\$ (33,317)

Differences between projected and actual earnings on OPEB plan investments for the period ending:	Initial Balance	Initial Amortization Period	Annual Recognition	12/31/2019 Balance
December 31, 2019	\$ 0	5	\$ 0	\$ 0
December 31, 2018	0	5	0	0
Total			\$ 0	\$ 0

The balances as of December 31, 2019 of the deferred outflows/(inflows) of resources will be recognized in OPEB expense for the period ending December 31,

2020	\$ (299,219)
2021	\$ (299,219)
2022	\$ (299,219)
2023	\$ (299,219)
2024	\$ (299,219)
Thereafter	\$ (996,430)

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Net OPEB Liability Sensitivity**

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**Discount rate**

The discount rate used to measure the Total OPEB Liability is 2.92%.

**Sensitivity of the Net OPEB Liability to changes in the discount rate**

The following presents the Net OPEB Liability, calculated using the discount rate of 2.92%, as well as what the Net OPEB Liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.92%) or 1-percentage-point higher (3.92%) than the current rate:

	<b>1% Decrease (1.92%)</b>	<b>Current Discount Rate (2.92%)</b>	<b>1% Increase (3.92%)</b>
Net OPEB Liability	\$ 15,000,962	\$ 14,006,031	\$ 13,058,156

**Sensitivity of the Net OPEB Liability to changes in healthcare cost trend rates**

	<b>1% Decrease (5.50%HMO/5.50%PPO decreasing to 4.00%HMO/4.00%PPO)</b>	<b>Current Healthcare Cost Trend Rates (6.50%HMO/6.50%PPO decreasing to 5.00%HMO/5.00%PPO)</b>	<b>1% Increase (7.50%HMO/7.50%PPO decreasing to 6.00%HMO/6.00%PPO)</b>
Net OPEB Liability	\$ 12,529,219	\$ 14,006,031	\$ 15,731,888

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Schedule of Contributions**

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This schedule is not required for unfunded OPEB plans.

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Valuation Data**

The valuation was based on the census furnished to us by the District. The following tables display the age distribution for retirees and the age/service distribution for active employees as of the Valuation Date.

Age Distribution of Eligible Retired Participants & Beneficiaries

	<b>Certificated</b>	<b>Classified</b>	<b>Total &lt;65</b>	<b>65 &amp; Older</b>	<b>Total</b>
<55	0	0	0	0	0
55-59	2	7	9	0	9
60-64	26	14	40	0	40
65-69	0	0	0	19	19
70-74	0	0	0	15	15
75+	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>	<u>11</u>
Total:	28	21	49	45	94
Average Age:	67.0	66.8	60.5	73.8	66.9
Average Retirement Age:	60.6	61.2	58.3	63.4	60.8

Age/Service Distribution of All Active Eligible Employees\*

<b>Age</b>	<b>Service</b>									<b>Total</b>
	<b>0 4</b>	<b>5 9</b>	<b>10 14</b>	<b>15 19</b>	<b>20 24</b>	<b>25 29</b>	<b>30 34</b>	<b>35 39</b>	<b>40 44</b>	
20-24	4									4
25-29	48	3								51
30-34	31	10								41
35-39	31	13	21	1						66
40-44	31	6	21	24	2					84
45-49	24	9	6	18	17					74
50-54	12	4	7	20	16	9				68
55-59	11	4	11	10	10	10	8	2		66
60-64	2	2	3	6	9	3	1	0		26
65-69	1	1	0	3	0	0	1	1	0	7
70+	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Total:	195	52	70	82	55	23	10	3	0	490
Average Age:			45.1							
Average Service:			11.2							
Estimated Payroll:			\$36,993,539							

\*Excludes Board Members.

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Valuation Data**

Age/Service Distribution of Active Eligible Certificated Employees

Age	Service									Total
	0 4	5 9	10 14	15 19	20 24	25 29	30 34	35 39	40 44	
20-24	3									3
25-29	34	1								35
30-34	21	10								31
35-39	24	12	18							54
40-44	18	6	16	22	1					63
45-49	16	6	2	14	15					53
50-54	9	2	5	14	14	8				52
55-59	4	1	1	8	6	6	6	2		34
60-64	1	0	1	1	5	1	1	0		10
65-69	0	0	0	1	0	0	0	1	0	2
70+	0	0	0	0	1	1	0	0	0	2
Total:	130	38	43	60	42	16	7	3	0	339
Average Age:			43.8							
Average Service:			11.5							
Estimated Payroll:		\$28,601,343								

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Valuation Data**

Age/Service Distribution of Active Eligible Classified Employees

Age	Service									Total
	0 4	5 9	10 14	15 19	20 24	25 29	30 34	35 39	40 44	
20-24	1									1
25-29	14	2								16
30-34	10	0								10
35-39	7	1	3	1						12
40-44	13	0	5	2	1					21
45-49	8	3	4	4	2					21
50-54	3	2	2	6	2	1				16
55-59	7	3	10	2	4	4	2	0		32
60-64	1	2	2	5	4	2	0	0		16
65-69	1	1	0	2	0	0	1	0	0	5
70+	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total:	65	14	27	22	13	7	3	0	0	151
Average Age:			48.0							
Average Service:			10.5							
Estimated Payroll:		\$8,392,196								

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Benefit Plan Provisions**

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This study analyzes the postretirement health benefit plans provided by the District. The postretirement health plans and the District's obligation vary by employee group as described below.

Certificated Employees

The District provides retiree medical including prescription drug benefits to eligible retirees to the retirees' attainment of age 65. Eligibility for retiree medical benefits requires retirement under STRS on or after age 55 with at least 15 years of full-time District eligible service. The District's contribution is 100% of the cost for retiree only medical coverage. The retiree may cover their spouse and eligible dependents on a self-pay basis.

Classified Employees

The District provides retiree medical including prescription drug benefits to eligible retirees to the retirees' attainment of age 65. Eligibility for retiree medical benefits requires retirement under PERS on or after age 55 with at least 10 years of full-time District eligible service. The District's contribution for the cost for retiree only medical coverage varies based on eligible service at retirement as follows:

<u>Service at Retirement</u>	<u>District's Contribution Percentage</u>
15+	100%
14	90%
13	80%
12	70%
11	60%
10	50%

The retiree may cover their spouse and eligible dependents on a self-pay basis. The District does not provide any coverage beyond age 65.

Management Employees

Management employees receive the same benefits as their respective employee group.

Board Members

Board members not already in receipt of retiree medical benefits do not receive benefits.

**Retiree Health Plan  
GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)  
Benefit Plan Provisions**

Premium Rates

The District participates in the California Schools VEBA. The VEBA is considered a community-rated plan. Premium rates may vary by plans selected, coverage tier and Medicare eligibility. In general, the District currently offers medical coverage through Kaiser and three United Healthcare HMO plans.

The premiums billed for retiree medical coverage under age 65 are the same as those for active medical coverage. Thus, the District is providing a “rate subsidy” to the retirees based on this blended rate. GASB 75 requires that when an employer provides benefits to both active employees and retirees through the same plan, the benefits to retirees should be segregated and measured independently. This requires valuing any “rate subsidy” as an additional financial obligation to the District. Under GASB 75, certain community-rated plans are eligible for an exemption from valuing the “rate subsidy”.

The following tables summarize the current monthly funding rates for medical coverage’s that are applicable to the District’s retired employees for the Kaiser and United Healthcare (UHC) HMO plans. All premiums are tenths and are effective January 1, 2020 through December 31, 2020.

*Medical Benefits:*

<b>Certificated</b>	<b>Kaiser</b>	<b>UHC Network 1</b>	<b>UHC Network 2</b>	<b>UHC Alliance</b>
Retiree Only	\$758.00	\$883.00	\$1,154.00	\$924.00
Retiree Plus Spouse	\$1,497.00	\$1,730.00	\$2,269.00	\$1,797.00

<b>Classified</b>	<b>Kaiser</b>	<b>UHC Network 1</b>	<b>UHC Network 2</b>	<b>UHC Alliance</b>
Retiree Only	\$758.00	\$883.00	\$1,197.00	\$924.00
Retiree Plus Spouse	\$1,497.00	\$1,730.00	\$2,351.00	\$1,797.00

*Dental Benefits:*

	<b>Delta Dental</b>	<b>Delta Care/ PMI</b>	<b>Superior Vision</b>	<b>VSP Vision</b>
Composite	\$123.90	\$98.14	\$22.16	\$15.68



**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Actuarial Assumptions and Methods**

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The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Fiscal Year:	July 1 <sup>st</sup> to June 30 <sup>th</sup>
Valuation Date:	December 31, 2019
Measurement Date:	December 31, 2019 for FYE2020
Funding Policy:	Pay-as-you-go funding
Discount Rate:	2.92% per annum. This discount rate is the average of the range of 3-20 year municipal bond rate indices: S&P Municipal Bond 20 Year High Grade Rate Index, Bond Buyer 20-Bond GO index, Fidelity GO AA 20 Year Bond Index. <i>[The discount rate as of the December 31, 2018 measurement date was 3.80%.]</i>
Inflation:	2.50% per annum
Salary Increases:	2.75% per annum plus CalPERS merit scale
Pre-retirement Turnover:	According to the termination rates under the 2017 experience studies for the CalPERS and STRS pension plans for PERS and STRS employees, respectively. <i>[Rates have been updated to the CalPERS and STRS 2017 experience studies from the 2014 experience studies for the pension plans.]</i>
Mortality:	According to the mortality rates under the PubG.H-2010-Generational MP 2019 mortality table for PERS members and the PubT.H-2010-Generational MP 2019 mortality table for STRS members. Surviving spouses are assumed to follow the Pub-2010 Continuing Survivor, Generational MP-2019 mortality table. <i>[Rates have been updated from the 2014 CALPERS and STRS experience studies for the pension plans.]</i>

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Actuarial Assumptions and Methods**

Retirement Rates:

Age	Percent Retiring*	
	Classic	PEPRA
55	25.0%	20.0%
56	10.0%	7.5%
57	10.0%	10.0%
58	10.0%	10.0%
59	15.0%	15.0%
60	15.0%	15.0%
61	20.0%	15.0%
62	35.0%	25.0%
63	35.0%	25.0%
64	35.0%	25.0%
65	45.0%	35.0%
66	35.0%	30.0%
67	30.0%	30.0%
68	30.0%	30.0%
69	30.0%	30.0%
70	100.0%	100.0%

\* Of those having met eligibility to receive District paid pension benefits. The percentage refers to the probability that an active employee who has reached the stated age will retire within the following year. PERS employees are also assumed to retire at rates of 2% per year from age 50 to 55.

Retirement Eligibility Age:

The earliest retirement age assumed for employees who participate in STRS is age 55. The earliest retirement age assumed for employees who participate in PERS is age 50. The earliest retirement age assumed for employees participating in PERS and subject to the PEPRA benefit formula is age 52.

Participation Rates:

97.5% of active employees meeting eligibility requirements are assumed to elect retiree health coverage at retirement. Future retirees are assumed to elect medical plans based on similar elections as current retirees. Actual plan coverage is used for current retirees.

Spouse Coverage:

30% of future retirees electing coverage are assumed to elect coverage for their spouse.

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Actuarial Assumptions and Methods**

Claim Cost Development:

The valuation claim costs are based on the premiums paid for medical insurance coverage. The valuation was based on the medical premiums furnished by the District. The District participates in the California Schools VEBA which was considered a community-rated plan. An implicit rate subsidy can exist when the non-Medicare rates for retirees are the same as for active employees. Since non-Medicare eligible retirees are typically much older than active employees, their actual medical costs are typically higher than for active employees. The current valuation contains an estimate of the implicit rate subsidy. Sample annual costs used in the valuation are provided in the following table.

		<b>United Healthcare HMO Network 1</b>	<b>United Healthcare HMO Network 2</b>	<b>United Healthcare Alliance</b>
<b>Age</b>	<b>Kaiser</b>			
50-54	\$7,984	\$9,301	\$12,156	\$9,733
55-59	\$9,654	\$11,247	\$14,698	\$11,769
60-64	\$12,160	\$14,165	\$18,512	\$14,823

Medical Trend Rates:

The current medical costs are assumed to increase at the following trend rates:

<b>Year</b>	
2020	6.5%
2021	6.0%
2022	5.5%
2023+	5.0%

**Retiree Health Plan**  
**GASB 75 Report Fiscal Year Ending June 30, 2020 (Measured at December 31, 2019)**  
**Actuarial Assumptions and Methods**

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Actuarial Cost Method: The actuarial cost method used to determine the allocation of the retiree health actuarial liability to the past (accrued), current and future periods is the Entry Age Normal (EAN) cost method. The EAN cost method is a projected benefit cost method which means the “cost” is based on the projected benefit expected to be paid at retirement.

The EAN normal cost equals the level annual amount of contribution from the employee’s date of hire (entry date) to their retirement date that is sufficient to fund the projected benefit. As required by GASB 75, the normal cost is calculated to remain level as a percentage of pay. The EAN actuarial accrued liability equals the present value of all future benefits for retired and current employees and their beneficiaries less the portion expected to be funded by future normal costs.

All employees eligible as of the Valuation Date in accordance with the provisions of the Plan listed in the data provided by the District were included in the valuation.

Market Value of Assets: As of the valuation date, there were no reported GASB eligible assets.

GASB 75 defines several unique terms not commonly employed in the funding of pension and retiree health plans. The definitions of the terms used in the GASB actuarial valuations are noted below.

1. **Actuarial Assumptions** – Assumptions as to the occurrence of future events affecting health care costs, such as: mortality, withdrawal, disablement and retirement; changes in compensation and Government provided health care benefits; rates of investment earnings and asset appreciation or depreciation; procedures used to determine the Actuarial Value of Assets; characteristics of future entrants for Open Group Actuarial Cost Methods; and other relevant items.
2. **Actuarial Cost Method** – A procedure for determining the Actuarial Present Value of Future Benefits and expenses and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Service Cost and a Total OPEB Liability.
3. **Actuarially Determined Contribution** - A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in accordance with the parameters and in conformity with Actuarial Standards of Practice.
4. **Actuarial Present Value** – The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of Actuarial Assumptions. For purposes of this standard, each such amount or series of amounts is:
  - a. adjusted for the probable financial effect of certain intervening events (such as changes in compensation levels, Social Security, marital status, etc.);
  - b. multiplied by the probability of the occurrence of an event (such as survival, death, disability, termination of employment, etc.) on which the payment is conditioned; and
  - c. discounted according to an assumed rate (or rates) of return to reflect the time value of money.
5. **Deferred Outflow / (Inflow) of Resources** – represents the following items that have not been recognized in the OPEB Expense:
  - a. Differences between expected and actual experience of the OPEB plan
  - b. Changes in assumptions
  - c. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)
6. **Explicit Subsidy** – The difference between (a) the amounts required to be contributed by the retirees based on the premium rates and (b) actual cash contribution made by the employer.
7. **Funded Ratio** – The actuarial value of assets expressed as a percentage of the Total OPEB Liability.

8. **Healthcare Cost Trend Rate** – The rate of change in the per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
9. **Implicit Subsidy** – In an experience-rated healthcare plan that includes both active employees and retirees with blended premium rates for all plan members, the difference between (a) the age-adjusted premiums approximating claim costs for retirees in the group (which, because of the effect of age on claim costs, generally will be higher than the blended premium rates for all group members) and (b) the amounts required to be contributed by the retirees.
10. **OPEB** – Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
11. **OPEB Expense** – Changes in the Net OPEB Liability in the current reporting period, which includes Service Cost, interest cost, changes of benefit terms, expected earnings on OPEB Plan investments, reduction of active employees' contributions, OPEB plan administrative expenses, and current period recognition of Deferred Outflows / (Inflows) of Resources.
12. **Pay-as-you-go** – A method of financing a benefit plan under which the contributions to the plan are generally made at about the same time and in about the same amount as benefit payments and expenses becoming due.
13. **Per Capita Costs** – The current cost of providing postretirement health care benefits for one year at each age from the youngest age to the oldest age at which plan participants are expected to receive benefits under the plan.
14. **Present Value of Future Benefits** – Total projected benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial present value of total projected benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment. Expressed another way, it is the amount that would have to be invested on the valuation date so that the amount invested plus investment earnings will provide sufficient assets to pay total projected benefits when due.
15. **Real Rate of Return** – the rate of return on an investment after adjustment to eliminate inflation.

16. **Select and Ultimate Rates** – Actuarial assumptions that contemplate different rates for successive years. Instead of a single assumed rate with respect to, for example, the investment return assumption, the actuary may apply different rates for the early years of a projection and a single rate for all subsequent years. For example, if an actuary applies an assumed investment return of 8% for year 20W0, then 7.5% for 20W1, and 7% for 20W2 and thereafter, then 8% and 7.5% are the select rates, and 7% is the ultimate rate.
17. **Service Cost** – The portion of the Actuarial Present Value of projected benefit payments that is attributed to a valuation year by the Actuarial Cost Method.
18. **Substantive Plan** – The terms of an OPEB plan as understood by the employer(s) and plan members.
19. **Total OPEB Liability** – That portion, as determined by a particular Actuarial Cost Method, of the Actuarial Present Value of Future Benefits, which is attributed to past periods of employee service (or not provided for by the future Service Costs).

Agenda Item: **12.B. Conduct a public hearing for Resolution #20-21.26 to establish temporary interfund transfers of special or restricted fund monies.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: On May 13, 2020, in accordance with California Education Code Section 42603, the Governing Board authorized temporary transfer of cash between funds (up to 75%) during the 2020-2021 fiscal year.

This year the Governor's enacted budget will allow up to 85% of the maximum of monies held in any fund or account during a current fiscal year may be transferred. This requires an additional Board approval with a corresponding resolution.

The governing board of a school district shall hold a public hearing to take testimony from the public before adopting the required resolution. If approved, the resolution will be filed with the San Diego County Office of Education.

(AB 77, Section 33, Education Code Section 42603.1, page 135)

Comments: For the 2020–21 and 2021–22 fiscal years, if the state defers any payments owed to school districts, the governing board of a school district may authorize, by resolution, moneys held in any fund or account to be temporarily transferred to another fund or account of the school district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account.

"Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only if the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 85 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred."

(AB 77, Section 33, Education Code Section 42603.1, page 135)

Recommended Motion: Conduct a public hearing for Resolution #20-21.26 to establish temporary interfund transfers of special or restricted fund monies.

Attachments:  
Resolution #20-21.26



# National School District Resolution

#20-21.26

## RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONEYS

**ON MOTION** of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is hereby adopted:

**WHEREAS**, the governing board of any school district may direct that moneys held in any fund or account be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code 42603; and,

**WHEREAS**, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and,

**WHEREAS**, amounts transferred shall be repaid either in the same fiscal year, or in the following year if the transfer takes place within the final 120 calendar days of a fiscal year;

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the National School District, in accordance with the provisions of Education Code section 42603, adopts the following authorization for fiscal year 2020-21 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or her designee:

Fund 01 – General Fund  
Fund 12 – Child Development Fund  
Fund 13 – Cafeteria Special Revenue Fund  
Fund 25 – Capital Facilities Fund  
Fund 35 – County School Facilities Fund  
Fund 40 – Special Reserve Fund for Capital Outlay Projects

Resolution #20-21.26  
August 12, 2020  
Page 2

**PASSED AND ADOPTED** by the Governing Board on August 12, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

I, \_\_\_\_\_, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

Witnessed my hand this \_\_\_\_\_ day of August 12, 2020.

\_\_\_\_\_  
Clerk of the Governing Board

Agenda Item: **12.C. Adopt Resolution #20-21.26 to establish temporary interfund transfers of special or restricted fund monies.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: On May 13, 2020, in accordance with California Education Code Section 42603, the Governing Board authorized temporary transfer of cash between funds (up to 75%) during the 2020-2021 fiscal year.

This year the Governor's enacted budget will allow up to 85% of the maximum of monies held in any fund or account during a current fiscal year may be transferred. This requires an additional Board approval with a corresponding resolution. The governing board of a school district shall hold a public hearing to take testimony from the public before adopting the required resolution. If approved, the resolution will be filed with the San Diego County Office of Education.

(AB 77, Section 33, Education Code Section 42603.1, page 135)

Comments: For the 2020–21 and 2021–22 fiscal years, if the state defers any payments owed to school districts, the governing board of a school district may authorize, by resolution, moneys held in any fund or account to be temporarily transferred to another fund or account of the school district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account.

Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only if the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 85 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

(AB 77, Section 33, Education Code Section 42603.1, page 135)

Recommended Motion: Adopt Resolution #20-21.26 to establish temporary interfund transfers of special or restricted fund monies.

Attachments:  
Resolution #20-21.26

# National School District Resolution

#20-21.26

## RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONEYS

**ON MOTION** of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is hereby adopted:

**WHEREAS**, the governing board of any school district may direct that moneys held in any fund or account be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code 42603; and,

**WHEREAS**, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and,

**WHEREAS**, amounts transferred shall be repaid either in the same fiscal year, or in the following year if the transfer takes place within the final 120 calendar days of a fiscal year;

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the National School District, in accordance with the provisions of Education Code section 42603, adopts the following authorization for fiscal year 2020-21 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or her designee:

Fund 01 – General Fund  
Fund 12 – Child Development Fund  
Fund 13 – Cafeteria Special Revenue Fund  
Fund 25 – Capital Facilities Fund  
Fund 35 – County School Facilities Fund  
Fund 40 – Special Reserve Fund for Capital Outlay Projects

Resolution #20-21.26  
August 12, 2020  
Page 2

**PASSED AND ADOPTED** by the Governing Board on August 12, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA )  
  )ss  
COUNTY OF SAN DIEGO )

I, \_\_\_\_\_, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

Witnessed my hand this \_\_\_\_\_ day of August 12, 2020.

\_\_\_\_\_  
Clerk of the Governing Board

Agenda Item: **12.D. Approve the Estimated Actual Budget for 2019-2020, and adopt the Revised 2020-2021 Proposed Budget for all funds. (Exhibit F)**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Education Code Section 42127 requires the Governing Board of each school district to adopt a budget on or before July 1 of each year. After adoption, the budget will be filed with the County Superintendent of Schools. Revisions to this budget may be made within 45 days of adoption.

Due to significant changes in the Governor's enacted budget for 2020-21, this revision is being submitted to reflect new revenues and adjusted expenditures. The revised 2020-2021 General Fund Budget (Unrestricted Funds) is based upon key assumptions for both income and expenditures shared with the Governing Board on July 21, 2020.

Comments: The 2019-2020 itemized revision reflects General Fund revenue and expenditure adjustments since the Second Interim Report presented to the Board on March 13, 2020. All unrestricted and restricted programs and funds have been reviewed and adjusted to reflect current priorities.

Between August and September 2020, the County Superintendent of Schools will approve or disapprove the adopted budget and notify the District accordingly. The 2019-2020 Estimated Actual Budget includes one-time carryover funds from the previous fiscal year. The Adopted 2020-2021 Budget does not include any carryover funds.

Recommended Motion: Approve the Estimated Actual Budget for 2019-2020, and adopt the Revised 2020-2021 Proposed Budget for all funds.

Attachments:  
Exhibit F

Agenda Item: **13. BOARD WORKSHOP**

Agenda Item: **13.A. Review and discuss suggested revisions and updates to Board Bylaws, Board Policies and Administrative Regulations. (Exhibit G)**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: Due to the high quantity of policies to review, Board members requested a workshop to discuss suggestions in more detail. Policy updates discussed in this workshop (See Exhibit G) will be brought forward at a subsequent Board meeting as consideration for adoption.

Comments: Policies in this workshop will be focused specifically in the 4000 section of our National School District policies.

Current National School District policies can be found at <http://www.gamutonline.net/district/national/>

See Exhibit G for policies and suggested changes that will be discussed in the workshop.

Attachments:  
Exhibit G

Agenda Item:

**14. BOARD/CABINET COMMUNICATIONS**



Agenda Item: **15. ADJOURNMENT**