



Governing Board Agenda

August 25, 2021

Welcome

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

Our Governance Team

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

Maria Betancourt-Castañeda, Board Clerk

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

Leighangela Brady, Secretary

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

Maria Dalla, Board President

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

Michelle Gates, Board Member

Ms. Gates was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Rocina Lizarraga, Board Member

Ms. Lizarraga was first elected to the Governing Board in November 2020 and her present term expires December 2024.

Alma Sarmiento, Board Member

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

This meeting may be recorded

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

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

Meeting Conduct

Per Government Code 54957.9, the Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board. The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda.

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, August 25, 2021

Closed Session -- 4:00 p.m

Open Session -- 6:00 p.m.

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

<https://youtu.be/WaJwUekyKgo>

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

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. CLOSED SESSION ROLL CALL

Ms. Maria Dalla,
Board President

4. ADJOURN TO CLOSED SESSION

5. CLOSED SESSION- 4:00 P.M.

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

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. OPEN SESSION ROLL CALL

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. PUBLIC COMMUNICATIONS

Ms. Maria Dalla,
Board President

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

12. AGENDA

12.A. Accept Agenda.

Ms. Maria Dalla,
Board President

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

Ms. Maria Dalla,
Board President

13.A. Minutes

13.A.I. Approve the minutes of the Regular Board Meeting held on August 11, 2021.

Dr. Leighangela Brady,
Superintendent

13.B. Administration- None

Dr. Leighangela Brady,
Superintendent

13.C. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13.D. Educational Services- None

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

13.E. Business Services- None

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

14. GENERAL FUNCTIONS

14.A. Adopt Memorandum of Understanding #CT3877 with Achieve Health Management, LLC, to administer COVID-19 testing services.

Dr. Leighangela Brady,
Superintendent

14.B. Approve contract #CT3881 with MAXIM Healthcare Staffing to provide healthcare services for the 2021-2022 school year.

Dr. Leighangela Brady,
Superintendent

15. POLICIES, REGULATIONS, BYLAWS

15.A. Adopt Board Policy 0415 - Equity.

Dr. Leighangela Brady,
Superintendent

16. EDUCATIONAL SERVICES

16.A. Presentation on the Student Performance and Progress for the 2020-2021 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.B. Conduct a public hearing to discuss the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.C. Adopt Resolution #21-22.06 determining the sufficiency of instructional materials in National School District for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.D. Approve contract #CT3870 with Netrix to provide IT engineering services for National School District for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.E. Approve contract #CT3863 with Rady Children's Hospital for vision and hearing screenings for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent
Educational Services

16.F. Adopt Resolution #21-22.07 to authorize preschool contract (CSPP-1457) between the National School District and the California State Department of Education for the 2021-2022 fiscal year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.G. Approve Head Start One Time Supplemental Funding Agreement #CT3873 between the National School District and The Neighborhood House Association for the purpose of responding to the Coronavirus (COVID-19) pandemic and support in-person Head Start services.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.H. Amend Memorandum #CT3872 of Understanding between SBCS Corporation and National School District to support the preschool program.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

17. HUMAN RESOURCES- None

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

18. BUSINESS SERVICES

18.A. Conduct a Public Hearing to notify the public of the justification for increasing the National School District's statutory school fees.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.B. Adopt Resolution #21-22.08 to increase statutory school fees imposed on new residential and commercial/industrial development projects.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.C. Approve Memorandum of Understanding #CT3876 with Ocean Connectors and National School District for continuing interdisciplinary environmental education.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.D. Approve contract #CT3878 between National School District and Davis Demographics & Planning, Inc.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

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

Agenda Item: **2. CLOSED SESSION ROLL CALL**

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

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

Agenda Item: **3. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

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

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

Agenda Item: **5. CLOSED SESSION- 4:00 P.M.**

Quick Summary / Closed session in accordance with Government Code Section 54956.9:
Abstract: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
One case- OAH Case No. 2021060010

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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

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

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

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

Agenda Item: **9. OPEN SESSION ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Maria Dalla, Board President
Ms. Maria Betancourt-Castañeda, Board Clerk
Ms. Alma Sarmiento, Trustee
Ms. Michelle Gates, Trustee
Ms. Rocina Lizarraga, Trustee

Staff:

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

Agenda Item: **10. PRESENTATIONS**

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

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

Quick Summary / Abstract: The employees on the attached list were approved at the August 11, 2021, Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 8/25/21		
Name	Position	Location
Daisy Carrillo	Office Technician-School	Lincoln Acres School
Shelly Carswell	Teacher of Special Day Class- Moderate/Severe	Rancho de la Nación School
Andrea Gallegos	Child Nutrition Services Assistant	El Toyon School
Marla Iniguez	Office Technician-School	Kimball School

Agenda Item: **11. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

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

Agenda Item: **12. AGENDA**

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

Speaker: Ms. Maria Dalla, Board President

Recommended
Motion: Accept Agenda

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

Speaker: Ms. Maria Dalla, Board President

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

Recommended
Motion: Approve Consent Agenda.

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

Agenda Item: **13.A.I. Approve the minutes of the Regular Board Meeting held on August 11, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes- 08/11/2021

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

August 11, 2021
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950
<https://youtu.be/urBJqlcVh50>

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 4:00 p.m.

2. ROLL CALL

Present:

Ms. Maria Betancourt-Castañeda
Ms. Maria Dalla
Ms. Michelle Gates
Ms. Alma Sarmiento

Absent:

Ms. Rocina Lizarraga

Updated Attendance:

Ms. Rocina Lizarraga was updated to present at: 4:05 p.m.

Mrs. Jocelyn Gomez took roll call.

3. PUBLIC COMMUNICATIONS

None.

4. ADJOURN TO CLOSED SESSION

5. CLOSED SESSION - 4:00 P.M.

Closed session was held from 4:00 p.m. to 5:18 p.m.

No action was taken in closed session.

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 6:02 p.m.

8. PLEDGE OF ALLEGIANCE

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

9. ROLL CALL

Attendance taken at 6:03 p.m.:

Present:

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

Mrs. Jocelyn Gomez took roll call.

Board President, Ms. Maria Dalla, called for a moment of silence in honor of Ms. Kim Peterson, a former National School District employee that recently passed away.

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

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

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

11. PUBLIC COMMUNICATIONS

None.

12. AGENDA

12.A. Accept Agenda.

Motion Passed: Acceptance of the Agenda passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

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

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13.A. Minutes

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

13.A.II. Approve the minutes of the Regular Board Meeting held on July 7, 2021.

13.A.III. Approve the minutes of the Special Board Meeting held on July 20, 2021.

13.B. Administration

13.C. Human Resources

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

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

13.D. Educational Services

13.E. Business Services

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

14. GENERAL FUNCTIONS

14.A. Presentation on the reopening of schools for the 2021-2022 school year.

The Superintendent and Executive Cabinet shared information with Trustees on the reopening of school for full in-person instruction.

At 7:39 p.m., Board President, Ms. Maria Dalla, called a brief recess.

At 7:49 p.m., Board President, Ms. Maria Dalla, reconvened the meeting.

14.B. Adopt Resolution #21-22.02 terminating Resolution #19-20.22 delegating the authority to take necessary action to protect students and staff from the spread of Coronavirus (COVID-19).

Motion Passed: Following discussion, adoption of Resolution #21-22.02 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

14.C. Adopt Resolution #21-22.03 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Motion Passed: Adoption of Resolution #21-22.03 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

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

14.D. Adopt Resolution #21-22.04 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Motion Passed: Adoption of Resolution #21-22.04 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

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

14.E. Approve contract #CT3868 with California School Boards Association to include services for online board policies and online agenda for the 2021-2022 school year.

Motion Passed: Approval of contract #CT3868 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

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

14.F. Approve memberships for the California School Boards Association and the Education Legal Alliance for the 2021-2022 school year.

Motion Passed: Following discussion, approval of memberships for the California School Boards Association (CSBA) and the Education Legal Alliance (ELA) passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

15. POLICIES, REGULATIONS, BYLAWS

15.A. Second reading of Board Policy 0415 - Equity.

15.B. Adopt Board Policy and Administrative Regulation 6158 - Independent Study.

Motion Passed: Following discussion, adoption of Board Policy and Administrative Regulation 6158 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

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

16. EDUCATIONAL SERVICES

16.A. Approve the purchase of a digital subscription for Microsoft Licenses from True Cloud for all National School District sites for the school 2021-2022 school year.

Motion Passed: Approval for the purchase of a digital subscription for Microsoft Licenses from True Cloud passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

16. B. Approve the National School District's adopted instructional materials list for the 2021-2022 school year.

Motion Passed: Approval for the National School District's adopted instructional materials list passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

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

16.C. Amend Memorandum of Understanding #CT3800 with San Diego County Office of Education for District subsidized internet access through their San Diego County of Education Broadband Connectivity Program.

Motion Passed: Amendment of Memorandum of Understanding #CT3800 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

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

16.D. Approve contract #CT3864 with the City of National City to provide National City Police Department School Resource Officers for the 2021-2022 school year.

Motion Passed: Following discussion, approval of contract #CT3864 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

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

16.E. Approve contract #CT3867 with San Diego Project Heart Beat to provide services for 13 Automatic External Defibrillator units on site for the 2021-2022 and 2022-2023 school years.

Motion Passed: Approval of contract #CT3867 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

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

16.F. Approve Memorandum of Understanding #CT3871 with The Regents of the University of California to offer free parent education workshops for the 2021-2022 school year.

Motion Passed: Approval of Memorandum of Understanding #CT3871 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

17. HUMAN RESOURCES

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

Motion Passed: Authorization for the Assistant Superintendent of Human Resources to hire temporary employees passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

17.B. Approve Declaration of Need for fully qualified educators for the 2021-2022 school year.

Motion Passed: Approval of Declaration of Need for fully qualified educators passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

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

18. BUSINESS SERVICES

18.A. Presentation on Proposed Transportation Department Reorganization.

Mr. Arik Avanesyans, Assistant Superintendent, Business Services and Ms. Candace Byerly, Director of Transportation gave a presentation on proposed transportation department reorganization.

18.B. Approve change order submitted by Jackson & Blanc for contract #CT3821 HVAC Replacement on Modular Buildings.

Motion Passed: Approval of change order submitted by Jackson & Blanc for contract #CT3821 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

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

18.C. Approve Resolution #21-22.05 authorizing Conveyance of an Easement to NC Galleria LLC.

Motion Passed: Approval of Resolution #21-22.05 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

18.D. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Architectural Services.

Motion Passed: Following discussion, authorization for the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Architectural Services passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

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

18.E. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Financial Advisory services.

Motion Passed: Authorization for the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Financial Advisory services passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

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

18.F. Authorize the Assistant Superintendent of Business Services to advertise for scanning and reprographic service contractors.

Motion Passed: Following discussion, authorization for the Assistant Superintendent of Business Services to advertise for scanning and reprographic service contractors passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

18.G. Authorize the Assistant Superintendent of Business Services to advertise for proposals from qualified firms to provide Other Post-Employment Benefits and/or Pension trust fund management services.

Motion Passed: Authorization for the Assistant Superintendent of Business Services to advertise for proposals from qualified firms to provide Other Post-Employment Benefits (OPEB) and/or Pension trust fund management services passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

18.H. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications in preparation for assessing and implementing comprehensive energy conservation and energy related capital improvement services.

Motion Passed: Following discussion, authorization for the Assistant Superintendent of Business Services to advertise for Request for Qualifications in preparation for assessing and implementing comprehensive energy conservation and energy related capital improvement services passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

19. BOARD/CABINET COMMUNICATIONS

Ms. Lizarraga welcomed the new employees. She thanked Ms. Byerly for her presentation on the Transportation department. She wished everyone a good night.

Ms. Gates thanked all for an insightful and informative Board meeting. She thanked those who shared a presentation this evening. She encouraged administration to continue the work and awareness to the community, families and staff regarding, protocols and COVID-19. She also encouraged everyone to advocate to open more COVID-19 testing sites in the city. She shared that she visited Central School and thanked them for their welcome. She shared that she will be absent at the next Regular Board meeting due to her son getting married.

Ms. Sarmiento shared that the city of National City announced several openings for boards, commissions, and committees. She shared that the deadline to submit applications is on Thursday, September 2, 2021, by 5:00 p.m.

Ms. Betancourt-Castañeda thanked those who shared a presentation this evening. She welcomed the new employees. She shared that she visited Palmer Way, Ira Harbison, and Olivewood schools. She sent her condolences to the Peterson family. She shared that, Noah Barron, a former Olivewood School student passed away recently. She wished everyone a wonderful evening.

Mr. Avanesyans thanked Mr. Castillo and Ms. Byerly for their presentations. He thanked all staff for their hard work.

Dr. Hernandez welcomed the new employees. She shared her appreciation for staff and the dedication, resilience, and perseverance they have for their work. She shared that Governor Gavin Newsom signed an order that all school employees will need to be vaccinated or tested for COVID-19 weekly.

Dr. Kraft welcomed the new employees. She thanked the Rady Children's Hospital team, especially Ms. Ashley Rollins, Health Team Supervisor, for their work. She shared that the first two weeks back to school have been dynamic, and thanked teachers and principals for their hard work.

Dr. Brady thanked the Board and staff for their hard work. She especially thanked Ms. Ceseña and Mrs. Gomez for their work behind the scenes during Board meetings. She thanked Mayor Sotelo-Solis for organization the donation of 4,000 student face masks from the Last Mile San Diego. She shared that District Committees will resume this school year, after being on hold for 18 months. She asked Trustee Lizarraga for clarification regarding awareness campaign with disabilities. She congratulated Trustee Gates' son on his marriage. She wished Ms. Vicario, Principal, Kimball School, a happy birthday.

Ms. Dalla congratulated Trustee Gates on her son's upcoming marriage. She congratulated school administrators, certificated staff, classified staff, and students on the re-opening of school. She encouraged everyone to keep safe and wished everyone a good night.

20. ADJOURNMENT

Board President, Ms. Maria Dalla, adjourned the meeting at 9:40 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / None

Abstract:

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

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

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
August 25, 2021

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
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Employment

1. Kenia Mendiola	Preschool Teacher 6 hours per day 181 days per year Palmer Way School	August 27, 2021	Class 1, Step 1	General Fund
2. Suzanne Pearce	Teacher of Special Day Class – Early Childhood 6.58 hours per day 185 days per year Olivewood School	August 26, 2021	Class 1, Step 1	General Fund

Temporary Employment

None				
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Additional Duties

3. Somer Bizzle	Technology Site Liaison Las Palmas School	2021– 2022 school year	\$1000 per year	Site Funds
4. Kimberly Carnagey	50% Technology Site Liaison El Toyon School	2021– 2022 school year	\$500 per year	Site Funds
5. Patricia Carrillo	English Learner Site Liaison El Toyon School	2021– 2022 school year	\$1000 per year	Site Funds
6. Mayra Cueva-Flores	English Learner Site Liaison Rancho de la Nación School	2021– 2022 school year	\$1000 per year	Site Funds
7. Angelica Del Razo	50% Technology Site Liaison Lincoln Acres School	2021– 2022 school year	\$500 per year	Site Funds
8. Maria Duarte	English Learner Site Liaison Central School	2021– 2022 school year	\$1000 per year	Site Funds
9. Sarah Flora	English Learner Site Liaison Palmer Way School	2021– 2022 school year	\$1000 per year	Site Funds
10. Martha Garcia-Gallaga	English Learner Site Liaison Las Palmas School	2021– 2022 school year	\$1000 per year	Site Funds
11. Dalilah Gil-Dang	English Learner Site Liaison Lincoln Acres School	2021– 2022 school year	\$1000 per year	Site Funds
12. Elizabeth Gonzalez	Technology Site Liaison John Otis School	2021– 2022 school year	\$1000 per year	Site Funds

13. Bethzaida Johnson	Technology Site Liaison Las Palmas School	2021– 2022 school year	\$1000 per year	Site Funds
14. Jacqueline Ma	50% Technology Site Liaison Lincoln Acres School	2021– 2022 school year	\$500 per year	Site Funds
15. Michelle Manchester	Technology Site Liaison Central School	2021– 2022 school year	\$1000 per year	Site Funds
16. Elizabeth McEvoy	50% Technology Site Liaison El Toyon School	2021– 2022 school year	\$500 per year	Site Funds
17. Jessica Paredes	English Learner Site Liaison John Otis School	2021– 2022 school year	\$1000 per year	Site Funds
18. Eulalia Nava	English Learner Site Liaison Olivewood School	2021– 2022 school year	\$1000 per year	Site Funds
19. Rochelle Rabin	50% Technology Site Liaison Palmer Way School	2021– 2022 school year	\$500 per year	Site Funds
20. Linda Vazquez	Technology Site Liaison Olivewood School	2021– 2022 school year	\$1000 per year	Site Funds
21. Thao Vo	50% Technology Site Liaison Palmer Way School	2021– 2022 school year	\$500 per year	Site Funds
22. Taylor Whitmore	Technology Site Liaison Olivewood School	2021– 2022 school year	\$1000 per year	Site Funds
23. Vanessa Tapia	Technology Site Liaison Rancho de la Nación School	2021– 2022 school year	\$1000 per year	Site Funds

Contract Extension/Change

None				
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Leave of Absence

24. Silvia Andrade	Enrichment Teacher District Office	September 1, 2021 to October 4, 2021	Unpaid Leave of Absence	
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CLASSIFIED STAFF RECOMMENDATIONS
August 25, 2021

Name Position Effective Date Placement Funding Source

Employment

25. Luis Lopez	Custodian-Day 8 hours per day 12 months a year Kimball School	September 7, 2021	Range 19, Step 1	General Fund
26. Gloria Ramirez	Instructional Assistant-Special Education 3.25 hours per day 210 days per year Central School	August 27, 2021	Range 16, Step 1	General Fund

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

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

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

Attachments:
Resignations/Retirements

Resignations 8/25/21			
Name	Position	Location	Effective Date
Jennifer Ma	Teacher	Olivewood School	August 20, 2021

Retirements 8/25/21			
Name	Position	Location	Effective Date

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

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

Quick Summary / None.

Abstract:

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

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

Quick Summary / None.

Abstract:

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Adopt Memorandum of Understanding #CT3877 with Achieve Health Management, LLC, to administer COVID-19 testing services.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: This memorandum of understanding will allow Achieve Health Management to provide free COVID-19 testing services on National School District campuses for National School District students and staff.

Participation is voluntary and requires registration and consent from each testing participant.

Comments: Contractor will administer COVID-19 tests twice per day from 6:30 a.m. - 8:30 a.m. and 3:30 p.m. - 5:30 p.m. Monday through Friday at two District identified testing locations. Contractor will furnish all testing kits and materials at no cost to the District.

Recommended Motion: Adopt Memorandum of Understanding #CT3877 with Achieve Health Management, LLC, to administer COVID-19 testing services.

Financial Impact: None

Attachments:
CT3877

**INDEPENDENT CONTRACTOR AGREEMENT
(COVID-19 Testing Services)**

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is entered into as of August 26, 2021 (the “Effective Date”), by and between Achieve Health Management, LLC, a Wyoming limited liability company with offices at 2211 Encinitas Blvd, Suite 200, Encinitas, CA 92024 (“Contractor”), and National School District, with offices located at 1500 N. Ave. National City, CA 91950 (“School District”) (School District and Contractor are each, a “Party” and together, the “Parties”).

1. INDEPENDENT CONTRACTOR SERVICES.

a. School District hereby engages Contractor, and Contractor accepts such engagement, as an independent contractor to administer certain rapid point-of-care COVID-19 tests to the School District Community (“Testing Services”) pursuant to the terms and conditions set forth in this Agreement.

b. Contractor shall provide the Testing Services consistent with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

c. School District shall not control the manner or means by which Contractor performs the Testing Services. Contractor shall furnish, as Contractor’s expense, the materials, equipment and other resources necessary to perform the Testing Services.

2. TERM AND TERMINATION.

a. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year, unless earlier terminated in accordance with the terms of this Agreement.

b. This Agreement may be terminated at any time by either Party upon sixty (30) days’ written notice to the other Party.

c. This Agreement may be terminated immediately upon written notice: (i) by School District, if Contractor breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within thirty (30) calendar days after Contractor’s receipt of written notice of such breach; or (ii) by either Party, if the other party becomes insolvent, is generally unable to pay its debts as they become due, or files a petition for voluntary or involuntary bankruptcy pursuant to any other insolvency law.

3. REGULATORY COMPLIANCE. At all times throughout the term of this Agreement, Contractor shall abide by all applicable statutes, laws, regulations, rules, policies, standards, guidelines and procedures now in effect or hereinafter enacted. Contractor shall comply with all governmental regulations, including all reporting and disclosure requirements, with respect to provision of the Testing Services.

4. CONFIDENTIALITY. The Parties agree that any and all personally identifiable School District student or employee information shall not be released or disclosed in any form or manner unless authorized by School District in writing. In addition, all information the release of which is prohibited by state or federal law or regulation, which is obtained by Contractor from School District, its students, faculty, or staff in the performance of this Agreement or otherwise constitutes Confidential Information. Contractor agrees to hold the Confidential Information in strictest confidence. Independent Contractor shall not use or disclose Confidential Information received from or on behalf of School District or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed to in writing by School District.

5. INSURANCE. Throughout the term of this Agreement, Contractor shall obtain and maintain, at its sole expense, adequate general liability comprehensive liability insurance coverage for all acts performed by Contractor pursuant to this Agreement, with coverage limits at least \$1 million per claim/\$3 million aggregate.

6. MISCELLANEOUS. This Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns. If any term or condition of this Agreement shall be held invalid in any respect by any court or governmental agency of competent jurisdiction and all appeals have been exhausted, the parties shall use commercially reasonable efforts to agree on either (a) an amendment which would restore the validity of the term or condition or (b) a comparable, valid term or condition. If no such Agreement can be reached, the other provisions of this Agreement that are valid are severable and remain in effect. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and may be given by any of the following methods: (a) personal delivery by hand; or (b) overnight delivery service. Notices shall be sent to the appropriate party at its address first set forth above (or at such other address for such Party as shall be specified by notice given hereunder). All such notices, requests, demands, waivers and communications shall be deemed received upon actual receipt thereof by the addressee, or actual delivery thereof to the appropriate address. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants to be performed by any other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Party against whom enforcement thereof is sought. Each of Contractor and School District and their respective employees and agents are independent contractors in relation to the other Party to this Agreement with respect to all matters arising hereunder. Nothing herein shall be deemed to establish a partnership, joint venture, association, agency or employment relationship between the Parties. Each Party shall remain responsible for, and shall indemnify and hold harmless the other party against, any and all Federal, state and local taxes, payroll levies or employee benefit obligations now existing or hereinafter incurred by either Party with respect to its employees and agents. This Agreement and the Exhibit(s) attached hereto and referenced herein form a part hereof and set forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by an officer, director, employee, agent or representative of any party hereto. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission (to which a PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Contractor and School District have executed this Agreement as of the date first above written.

ACHIEVE HEALTH MANAGEMENT, LLC

SCHOOL DISTRICT SCHOOL

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

TESTING SERVICES

Contractor shall provide the Testing Services onsite at the School District campus in accordance with the following requirements:

1. Contractor shall administer COVID-19 tests twice per day from 6:30AM - 8:30AM and 3:30PM - 5:30PM Monday through Friday two district determined testing locations.
2. Contractor must make Testing Services available on the School District Campus for a minimum of four hours per day, unless otherwise directed by School District.
3. Contractor shall administer the tests in areas designated by School District, which may include pedestrian or drive-thru testing options.
4. Contractor shall furnish all testing kits and materials including: test cards, extraction reagents, and sterile nasal swabs.
5. Contractor shall collect and properly dispose of all waste generated by the Testing Services in hazardous waste containers which Contractor shall remove from School District' property each day at the conclusion of testing.
6. Contractor shall coordinate with School District to obtain necessary testing paperwork including, without limitation, registration information and informed consents.
7. Contractor shall furnish Personal Protective Equipment (PPE) for Contractor's staff that will be administering the tests consistent with the Centers for Disease Control and Prevention (CDC) and/or State and County guidance, as applicable.
8. Contractor shall be responsible for hiring and training qualified staff for the Testing Services and shall retain responsibility for supervising test administration operations.
9. Contractor shall arrange to have all test kits shipped overnight to a laboratory for processing.
10. Contractor shall report all test results to School District in a secure data format that is acceptable to School District.

Agenda Item: **14.B. Approve contract #CT3881 with MAXIM Healthcare Staffing to provide healthcare services for the 2021-2022 school year.**

Quick Summary /
Abstract: Approval of this item will provide National School District (NSD) access to services provided by MAXIM Healthcare Staffing.

This consultant contract will allow NSD to provide contact tracing services to students and staff. The contract term outlines the types of services provided at Maxim.

The inclusive (all services and supports) per diem rate for these services is \$38 per hour. The terms of this contract are from August 26, 2021 to June 30, 2022.

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

The services will be provided on-site and remotely.

Financial Impact: Contract cost: Not to exceed \$250,000
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund- Expanded Learning Opportunity Grant

Attachments:
CT3881



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 18th day of August, 2021, by and between **National School District** located at 1500 N Ave National City, CA 91950, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 3111 Camino Del Rio North - Suite 1200 San Diego, CA 92108 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in State and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year. ~~and will be automatically renewed at the end of the first year and each subsequent year unless terminated.~~

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) ~~ninety (90)~~ days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

- A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.
- B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Timekeeping. MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively “Protocol(s)”). EDUCATIONAL INSTITUTION’s responsibilities include, but are not limited to: Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 including that those Sections shall comply with this Section’s referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act (“FERPA”), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section’s referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION’s specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

- Section 3.5 Staff Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in

EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 Incident Reports. Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s) EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**National School District
1500 N Ave
National City, CA 91950
ATTN: Accounts Payable**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.5 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors. MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification.
MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence,

active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

National City School District
1500 N Ave
National City, CA 91950
ATTN: Leighangela Brady

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Staffing Services, Inc.
Branch Address
City, ST Zip
ATTN: **Cristian Hernandez**

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any

modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

NATIONAL CITY SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
National School District **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 18th August 2021:

Service	Rate (per hour)
Family and Case Support	\$38
LVN	\$44
EMT	\$44
Contact Tracer	\$38

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$federal reimbursement rate per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Quarantine. CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

NATIONAL SCHOOL DISTRICT :

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

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

Agenda Item: **15.A. Adopt Board Policy 0415 - Equity.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: The Board reviewed and discussed this policy at the July 7, 2021, Board meeting. A second reading of this policy occurred on August 11, 2021. The attached policy includes recommended changes.

Attachments:
BP 0415- Equity

National SD

Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0415

EQUITY

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

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

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

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

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 9000 - Role of the Board)

(cf. 9310 - Board Policies)

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

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

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

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

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

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

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

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

(cf. 5137 - *Positive School Climate*)

5. Adopting curriculum and instructional materials, including intentional selection of library books, that accurately reflect the diversity among student groups and promote inclusionary practices.

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

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

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

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

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

(cf. 0500 - Accountability)

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

Agenda Item: **16. EDUCATIONAL SERVICES**

Agenda Item: **16.A. Presentation on the Student Performance and Progress for the 2020-2021 school year.**

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

Quick Summary / Abstract: This presentation will provide an update on the National School District's 2020-2021 iReady student performance results to the Governing Board.



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Governing Board of the National School District of San Diego County, California invites you to attend a public hearing to discuss the sufficiency of state-approved textbooks and instructional materials in National School District for the fiscal year 2021-2022.

NOTICE IS FURTHER GIVEN that a public hearing will be held by the Governing Board at its regular place of meeting:

Date: August 25, 2021

Time: 6:00 p.m.

Place: National School District
1500 N Avenue
National City, CA 91950

<https://youtu.be/WaJwUekyKgo>

Written comments to this action may be submitted to Sharmila Kraft, Ed.D., Assistant Superintendent, Educational Services, 1500 N Avenue, National City, CA 91950-4827, no later than Wednesday, August 25, 2021.

Agenda Item: **16.B. Conduct a public hearing to discuss the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2021-2022 school year.**

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

Quick Summary / Abstract: The Williams Settlement legislation amended Education Code 60119, requiring a public hearing and adoption of a resolution regarding the sufficiency of state-approved textbooks in the District and instructional materials in each subject area, consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education.

In accordance with SEC. 18. Section 60119 of the Education Code, the Notice of Public Hearing was provided 10 days prior to the public hearing as set forth in subdivision .

(a). The notice shall contain the time, place, and purpose of the hearing and shall be posted in three public places in the School District, at all school sites, District office and preschool center.

(b) The Governing Board shall provide 10 calendar days' notice of the public hearing or hearings set forth in subdivision. The hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours.

The required notice of Public Hearing was posted on August 13, 2021, at all school sites and Preschool Center.

Comments: During the public hearing, parents, staff and members of the community have an opportunity to comment and share their views as to whether all National School District students have or will have sufficient textbooks and instructional materials in core subject areas of reading/language arts, mathematics, science, and history/social science.

The National School District state-approved textbooks and instructional materials list was approved by the Board on August 11, 2021.

Recommended Motion: Conduct a public hearing to discuss the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2021-2022 school year.

Attachments:
Notice of Public Hearing - Sufficiency of Instructional Materials
Core Curriculum

Grade	Subject	Publisher	Format	Title
Transitional Kindergarten	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; Eng. 2 Volumes, Sp. 5 Volumes (Units 1-10)	(Eng.) Ready to Advance TK or (Sp.) Listos y Adelante TK
	ELD Math	Benchmark ELD TouchMath	5 Baskets of Leveled Books Digital and print formats Unit Boxes (4)	ARC 100 Book Challenge (various titles) (Eng. or Sp.) (Eng.) Ready to Advance ELD or (Sp.) Listos y Adelante ELD TouchMath
Kindergarten	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; My Shared Readings 5 Volumes (Units 1-10)	(Eng.) Advance K or (Sp.) Adelante K ARC 100 Book Challenge (various titles) (Eng. or Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Flipbook Big Book	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! (Eng.) CA Science or (ST/Sp.) CA Ciencias (Eng.) Our World, Now and Long Ago or (Sp.)
1st Grade	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; My Shared Readings 5 Volumes (Units 1-10)	(Eng.) Advance Grade 1 or (Sp.) Adelante Grado 1 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math	Benchmark ELD Houghton Mifflin	Digital and print formats Multi-volume Student Edition	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math!
	Science Social Studies	McGraw-Hill H.M. Harcourt	Unit Big Book Package Eng. Component (4 Big Books); Textbook ST/Spanish Component CA Unit Soft Big Book Collection (set of 6)	Life Science, Earth Science, Physical Science and Be a Scientist; CA Ciencias (Eng.) A Child's View or (ST/Sp.) Con los ojos de un niño
	2nd Grade	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)
ELD Math Science		Benchmark ELD Houghton Mifflin McGraw-Hill	Digital and print formats Multi-volume Student Edition Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! (Eng.) CA Science or (ST/Sp.) CA Ciencias
	Social Studies	H.M. Harcourt	Textbook	(Eng.) People We Know or (ST/Sp.) La gente que conocemos
	3rd Grade	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)
ELD Math Science Social Studies		Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science Our Communities
4th Grade	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)	(Eng.) Advance Grade 4 or (Sp.) Adelante Grado 4 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science A Changing State
5th Grade	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)	(Eng.) Advance Grade 5 or (Sp.) Adelante Grado 5 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science The United States: Making a New Nation
6th Grade	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)	(Eng.) Advance Grade 6 or (Sp.) Adelante Grado 6 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science Ancient Civilizations

National School District - Core Curriculum 2021-2022

SDC Mild/Mod	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)	(eng.) Advance Grade K, 1, 2, 3, 4, 5, or 6
	ELD	Benchmark ELD	5 Baskets of Leveled Books	ARC 100 Book Challenge (various titles)
	Math	Houghton Mifflin TouchMath	Digital and print formats Multi-volume Student Edition (K-5th) or Student Edition (6th)	(Eng.) Advance ELD Grade K, 1, 2, 3, 4, 5, or 6
	Science	McGraw-Hill	4 Unit Boxes (TK)	California Go Math!
	Social Studies	H.M. Harcourt	Big Book (K) or 4 Big Books (1st) or Textbooks (2nd-6th)	CA Science
			Big Book (K) or 6 Big Books (1st) or Textbooks (2nd-6th)	Reflections
SDC Mod/Severe	Language Arts	n2y	Software	Unique Learning System
	Math	n2y	Software	Unique Learning System
	Science	n2y	Software	Unique Learning System
	Social Studies	n2y	Software	Unique Learning System

Agenda Item: **16.C. Adopt Resolution #21-22.06 determining the sufficiency of instructional materials in National School District for the 2021-2022 school year.**

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

Quick Summary / Abstract: As a result of the Williams Settlement legislation, school districts must annually present evidence that all children have access to core instructional materials in reading/language arts, mathematics, science, and history/social science. The resolution must be adopted at a public hearing in the course of the fiscal year in which the funds are received.

The adopted instructional materials list identifies instructional materials that are aligned with the academic content standards adopted (EC Section 60210.) National School District has sufficiency with the listed instructional materials in the core areas of reading/language arts, mathematics, science, and history/social science.

Adoption of this resolution will ensure compliance with amendments to Education Code Section 60119, which are a result of the Williams Settlement legislation.

Comments: At the August 11, 2021, meeting, the Governing Board approved the National School District's adopted instructional materials list for the 2021-2022 school year.

Recommended Motion: Adopt Resolution #21-22.06 determining the sufficiency of instructional materials in National School District for the 2021-2022 school year.

Attachments:
Resolution #21-22.06
Core Curriculum

National School District

Resolution

#21-22.06

DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR 2021-2022

On motion of Member _____, Seconded by Member _____, the following resolution is adopted.

WHEREAS, in order to receive State instructional materials funds, the Governing Board is required by Education Code Section 60119 to hold a public hearing and adopt a resolution by the eighth week of the school year, determining that every pupil, including English learners, has sufficient textbooks or instructional materials, or both, that are aligned to the content standards in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: reading/language arts, mathematics, science and history/social science.

WHEREAS, as part of the required hearing, the Governing Board must also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects.

WHEREAS, “sufficient textbooks or instructional materials” means that each pupil, including English learners has a textbook or instructional materials, or both, to use in class and to take home. This does not require two sets of textbooks or instructional materials for each pupil.

THEREFORE BE IT RESOLVED, that the Governing Board hereby determines as required by Education Code Section 60119, that the school district had sufficient instructional materials for each pupil in the following areas:

1. Reading/Language Arts, including the English Language component of the program
2. Mathematics
3. Science
4. History/Social Science

Resolution #21-22.06
August 25, 2021
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 25th day of August, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Grade	Subject	Publisher	Format	Title
Transitional Kindergarten	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; Eng. 2 Volumes, Sp. 5 Volumes (Units 1-10)	(Eng.) Ready to Advance TK or (Sp.) Listos y Adelante TK
	ELD Math	Benchmark ELD TouchMath	5 Baskets of Leveled Books Digital and print formats Unit Boxes (4)	ARC 100 Book Challenge (various titles) (Eng. or Sp.) (Eng.) Ready to Advance ELD or (Sp.) Listos y Adelante ELD TouchMath
Kindergarten	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; My Shared Readings 5 Volumes (Units 1-10)	(Eng.) Advance K or (Sp.) Adelante K ARC 100 Book Challenge (various titles) (Eng. or Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Flipbook Big Book	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! (Eng.) CA Science or (ST/Sp.) CA Ciencias (Eng.) Our World, Now and Long Ago or (Sp.)
1st Grade	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; My Shared Readings 5 Volumes (Units 1-10)	(Eng.) Advance Grade 1 or (Sp.) Adelante Grado 1 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math	Benchmark ELD Houghton Mifflin	Digital and print formats Multi-volume Student Edition	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math!
	Science Social Studies	McGraw-Hill H.M. Harcourt	Unit Big Book Package Eng. Component (4 Big Books); Textbook ST/Spanish Component CA Unit Soft Big Book Collection (set of 6)	Life Science, Earth Science, Physical Science and Be a Scientist; CA Ciencias (Eng.) A Child's View or (ST/Sp.) Con los ojos de un niño
	2nd Grade	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)
ELD Math Science		Benchmark ELD Houghton Mifflin McGraw-Hill	Digital and print formats Multi-volume Student Edition Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! (Eng.) CA Science or (ST/Sp.) CA Ciencias
	Social Studies	H.M. Harcourt	Textbook	(Eng.) People We Know or (ST/Sp.) La gente que conocemos
	3rd Grade	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)
ELD Math Science Social Studies		Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science Our Communities
4th Grade	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)	(Eng.) Advance Grade 4 or (Sp.) Adelante Grado 4 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science A Changing State
5th Grade	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)	(Eng.) Advance Grade 5 or (Sp.) Adelante Grado 5 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science The United States: Makin a New Nation
6th Grade	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)	(Eng.) Advance Grade 6 or (Sp.) Adelante Grado 6 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science Ancient Civilizations

National School District - Core Curriculum 2021-2022

SDC Mild/Mod	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)	(eng.) Advance Grade K, 1, 2, 3, 4, 5, or 6
	ELD	Benchmark ELD	5 Baskets of Leveled Books	ARC 100 Book Challenge (various titles)
	Math	Houghton Mifflin TouchMath	Digital and print formats Multi-volume Student Edition (K-5th) or Student Edition (6th)	(Eng.) Advance ELD Grade K, 1, 2, 3, 4, 5, or 6
	Science	McGraw-Hill	4 Unit Boxes (TK)	California Go Math!
	Social Studies	H.M. Harcourt	Big Book (K) or 4 Big Books (1st) or Textbooks (2nd-6th)	CA Science
			Big Book (K) or 6 Big Books (1st) or Textbooks (2nd-6th)	Reflections
SDC Mod/Severe	Language Arts	n2y	Software	Unique Learning System
	Math	n2y	Software	Unique Learning System
	Science	n2y	Software	Unique Learning System
	Social Studies	n2y	Software	Unique Learning System

Agenda Item: **16.D. Approve contract #CT3870 with Netrix to provide IT engineering services for National School District for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to IT engineering services provided by Netrix.

The approval of IT engineering services from Netrix will allow for the second phase of a two phase technology project needed to centrally manage technology devices and applications across the District.

The contract terms include engineering services that will result in moving the current Microsoft Active Directory to a Cloud Solution. The inclusive (all fixed services and supports) for this contract is \$12,000. Once completed any additional technical support is \$250 per hour, with a cap of 10 hours for a maximum cost of \$2,500.

National School District will only pay for services rendered. No services will be rendered until approved by the Governing Board.

Comments: The first phase included the purchase of Microsoft licenses. Pending Board approval, the contract will be used to build a Microsoft Endpoint Configuration Manager, tentatively planned for fall break, September 20, 2021, through October 2, 2021.

Recommended Motion: Approve contract #CT3870 with Netrix to provide IT engineering services for National School District for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$14,500
Additional staffing cost: \$0
Other costs: \$0
One time cost
General fund

Attachments:
CT3870




NETRIX STATEMENT OF WORK

SOW No. 0001

Upon execution by both parties, this SOW is effective and is covered by the Terms in the applicable master agreement between the parties, and if no master agreement exists the terms of the Netrix Client Services Agreement shall apply, a copy of which may be found at www.netrixllc.com/contracts (in either case, the "Agreement"). In the event of a conflict between the Agreement and this SOW, the order of precedence shall be this SOW and then the Agreement. By signing, the signatories each represent that they have the authority to bind their respective organizations listed below to this SOW and the Agreement. Upon the date last set forth below (the Effective Date), the Parties agree as follows:

This SOW will be invalid if not fully signed within 30 days of receipt by Client.

Agreed to between:

Netrix, LLC		National School District	
Signature		Signature	
Name	Philip H Schwan	Name	
Title	Manager EUC	Title	
Date	8/9/2021	Date	
		PO #	

A. Client Name, Location, and Initial Contacts Information:

Client Name: National School District ("Client")
 Service Location: Remote
 Opportunity Number: 29059
 Labor Quote: TBD (SKU: NTRX-CIS-ENDUSER-PS)
 Client Billing Address: 1500 N Avenue, National City, CA 91950

Initial Project contacts and Contact Information (may be changed upon notice to the other Party):

Name	Company	Title	Email	Phone
Justin Finch	Client	Technical Lead	jfinch@nsd.us	619-336-7712
Mark Maruyama	Netrix	Account Executive	mmaruyama@netrixllc.com	424-254-1790
Chris Clark	Netrix	Sales Engineer	cclark@netrixllc.com	708-297-2612
David Baldwin	Netrix	Sales Engineer	dbaldwin@netrixllc.com	419-560-6035
Phil Schwan	Netrix	Practice Manager	pschwan@netrixllc.com	708-297-2891

B. Description of Project:

Name of project: **Windows 10 Modern Management QuickStart, Azure Active Directory Assessment and Config**

Project Description: Client has engaged Netrix to assist in setting up a Pilot for managing Windows 10 devices using Intune for Modern Management. The Client would also like Netrix to assess their current Azure Active Directory implementation, offer any recommendations, and help configure Azure AD Connect synchronization for on-premises Active Directory users. Also included is a time and materials allotment of hours for advanced support during the Client migration of the remainder of 400 systems, beyond the pilot. Allotment of support hours is only an authorization to bill and will only be billed if used.


NETRIX STATEMENT OF WORK
C. Pricing:
Professional Services:

Fixed Fee Professional Services and Invoicing Schedule	Fixed Cost
Initial invoice upon execution of this contract (20%)	\$2,400.00
Invoiced upon first phase completion (Plan & Envision) – (20%)	\$2,400.00
Invoiced upon second phase completion (Build) – (20%)	\$2,400.00
Invoiced upon third phase completion (Prepare) – (20%)	\$2,400.00
Remaining invoiced at project closeout (20%)	\$2,400.00
Total Fixed Cost for Professional Services*	\$12,000.00

Estimated Hourly Professional Services (Time and Materials)	Total Est. Hours	Hourly Rate	Estimated Cost
Estimated Cost for Professional Services* (invoiced monthly) (only if consumed)	10	\$250.00	\$2,500.00

*Expenses not included. Pricing does not include any applicable Federal, State, and local Taxes, surcharges, and Fees.

D. Items to be Provided by Client:

1. Azure AD tenant with Global Administrator account access
2. Windows Server 2016 (or later) server for hosting Azure AD Connect
3. Define policies for deployment
4. Remediate any ID issues for Azure AD.
5. Defining Pilot Group members.
6. Account with access to Azure AD P1 and Intune
7. Add Public DNS details for enrollment redirection
8. Client will designate a Project Coordinator for this project. The coordinator will be the main point of contact between Netrix and Client.
9. Client shall ensure a designated site contact is always reachable during the Services for the entire duration of the project.
10. Client will provide Netrix with workspace and network connections for on-site efforts.
11. Client will maintain manufacturer software and hardware support contracts for all affected hardware and software.
12. Client will ensure decisions are made in a timely fashion as needed for agreed project schedule milestones.
13. Where possible, portions of the Services will be provided remotely to reduce travel costs.
14. Client will provide administrative access to the servers and systems required for the implementation of the described technologies.
15. Client will have a current backup of all necessary data in the event a data recovery is necessary.

E. Assumptions:

1. Azure tenant exists and has been configured (including domain verification)
2. Azure Active Directory Connect will be configured to sync with a single domain in a single forest.
3. Google [password synchronization](#) is out of scope.
4. Enterprise Mobility + Security/Microsoft 365 E3 licenses have been procured
5. Intune Management Authority is currently set to standalone or has not already been set

**NETRIX STATEMENT OF WORK**

6. Intune for Education (EDU) configuration is out of scope.
7. Intune for EDU School Data Sync (SDS) service configuration is out of scope.
8. Management of Windows 7 and 8/8.1 devices is out of scope
9. All test/pilot devices will be running Windows 10 1909 or later
10. Applications to be delivered support silent or unattended installation
11. Integration or configuration with System Center Configuration Manager (SCCM) is out of scope, including Co-Management
12. Hybrid Azure AD Join using Intune connector is out-of-scope
13. Configuration of supporting NDES of SCEP infrastructure for cert deployment is out of scope
14. Wi-Fi and VPN configurations are supported for Intune device configuration profile



NETRIX STATEMENT OF WORK

Detailed Project Description for SOW No. 0001

This engagement will be delivered under Netrix's standard project delivery methodology. All projects at Netrix consist of five distinct phases:

1. **Phase 1 – Plan & Envision:** During this phase, the project process is initiated, and design of the new solution occurs.
2. **Phase 2 – Build:** The Build phase consists of the initial configuration of the new solution.
3. **Phase 3 – Prepare:** As the final phase before a full deployment, the Prepare phase attempts to successfully mimic the production outcome.
4. **Phase 4 – Deploy:** Production deployment occurs in this phase.
5. **Phase 5 – Close:** Project is completed and closed out.

Any phases not part of this statement of work will be specifically identified as out of scope.

Project Phases

Phase 1 – Plan & Envision

The purpose of this phase is to review the current management processes and technical requirements, and to establish a high-level design for implementation of Intune Modern Management.

- 1.1 Netrix Responsibilities
 - 1.1.1 Assessment
 - 1.1.1.1 Review existing Azure AD tenant settings
 - 1.1.1.2 Review any existing Conditional Access (CA) and Multi-Factor Authentication (MFA) policies
 - 1.1.1.3 Review technical and business requirements
 - 1.1.1.4 Review current desktop management processes
 - 1.1.1.5 Review use cases and user personas
 - 1.1.2 Design
 - 1.1.2.1 Define Azure AD Connect settings
 - 1.1.2.2 Review Intune management capabilities
 - 1.1.2.3 Identify high level functionality areas for implementation
 - 1.1.2.4 Identify potential gaps for management
- 1.2 Client Responsibilities
 - 1.2.1 Participation in assessment and design discussions
 - 1.2.2 Provide current environment and process information for assessment
 - 1.2.3 Provide decisions on high level features to be implemented
- 1.3 Completion Criteria
 - 1.3.1 Completion of assessment and design discussions
- 1.4 Deliverables
 - 1.4.1 High level design summary document

Phase 2 – Build

The purpose of this phase is to configure Intune for Modern Management according to high level design

- 2.1 Netrix Responsibilities
 - 2.1.1 Configuration
 - 2.1.1.1 Confirm pilot group
 - 2.1.1.2 Enable management prerequisites
 - 2.1.1.2.1 Install Azure AD Connect and pilot user synchronization



NETRIX STATEMENT OF WORK

- 2.1.1.2.2 Define Conditional Access (CA) policies that support Multi-Factor Authentication (MFA) based on requirements
- 2.1.1.2.3 Intune licensing for pilot group
- 2.1.1.2.4 Azure AD Device Join
- 2.1.1.2.5 Intune Auto-Enrollment
- 2.1.1.3 Microsoft Store for Business setup
 - 2.1.1.3.1 Configure Store for Business (if not already configured)
 - 2.1.1.3.2 Approve up to three (3) Store apps (including Company Portal)
 - 2.1.1.3.3 Configure Store for Business integration with Intune
 - 2.1.1.3.4 Verify successful synchronization of Store apps
- 2.1.1.4 Create up to three (3) Azure AD dynamic device groups for Autopilot profile assignment
- 2.1.1.5 Create up to three (3) Autopilot profiles per identified use cases for assignment to dynamic groups
- 2.1.1.6 Create up to three (3) Enrollment Status Page policies and assign to device group(s)
- 2.1.1.7 Configure Endpoint Security policies
 - 2.1.1.8 Security Baseline
 - 2.1.1.9 Antivirus
 - 2.1.1.10 Device encryption
 - 2.1.1.11 Firewall (incl. up to 5 rules)
 - 2.1.1.12 Account protection
 - 2.1.1.13 Device compliance
 - 2.1.1.14 Configure Device Configuration policies
 - 2.1.1.14.1 Device Restrictions
 - 2.1.1.14.2 Resource Access policy (Wi-Fi, VPN, etc.)
 - 2.1.1.14.3 Administrative Templates (ex – OneDrive Known Folder Move, up to 10 settings total)
 - 2.1.1.15 Configure up to three (3) Software Update deployment rings
 - 2.1.1.16 Configure up to five (5) applications (incl. O365 CTR) for automatic delivery
- 2.2 Client Responsibilities
 - 2.2.1 Azure AD tenant with Global Administrator account access
 - 2.2.2 Functional Azure AD Connect deployment with all relevant users being synced.
 - 2.2.3 Define policies for deployment
 - 2.2.4 Add Public DNS details for enrollment
- 2.3 Completion Criteria
 - 2.3.1 Configuration of Intune functionality according to high level design
- 2.4 Deliverables
 - 2.4.1 As built documentation of policy and configuration

Phase 3 – Prepare

The purpose of this phase is to complete testing and prepare for pilot deployment

- 3.1 Netrix Responsibilities
 - 3.1.1 Testing
 - 3.1.1.1 Provide PowerShell script to retrieve Hardware ID when necessary for Autopilot
 - 3.1.1.2 Import Hardware IDs for test devices into Intune Device Enrollment
 - 3.1.1.3 Assist with reconfiguring and testing Autopilot Out-of-Box-Experience (OOBE) process, including post-enrollment policy and application delivery, on up to three (3) devices
 - 3.1.2 Pilot
 - 3.1.2.1 Finalize Pilot Group of up to ten (10) users

NETRIX STATEMENT OF WORK

- 3.1.2.2 Test with ten (10) users
- 3.1.2.3 Troubleshoot as needed

- 3.2 Client Responsibilities
- 3.2.1 Provide hardware for Autopilot testing
- 3.2.2 Assist with testing of device onboarding and configuration
- 3.2.3 Define Pilot Group members

- 3.3 Completion Criteria
- 3.3.1 Successful onboarding of test devices
- 3.3.2 Identification of pilot group
- 3.3.3 Testing with Pilot group
- 3.3.4 Functional Proof of Concept of Windows 10 Modern Management

- 3.4 Deliverables
- 3.4.1 None

Phase 4 – Deploy

This phase is out of scope.

Phase 5 – Close

The purpose of this phase is to close the engagement.

- 5.1 Netrix Responsibilities
- 5.1.1 Conduct project close-out meeting

- 5.2 Client Responsibilities
- 5.2.1 Attend project close-out meeting

- 5.3 Completion Criteria
- 5.3.1 Send project close-out form

- 5.4 Deliverables
- 5.4.1 Executed project close-out form

Agenda Item: **16.E. Approve contract #CT3863 with Rady Children’s Hospital for vision and hearing screenings for the 2021-2022 school year.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent Educational Services

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

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

Comments: Schools are required to conduct vision and hearing testing for early identification of vision problems that may negatively affect the health and learning of students. For the past 19 years, Rady Children's Hospital has provided these services to the National School District.

Annual vision and hearing screenings are conducted by staff outside of the health team delineated in the contract; therefore, this service agreement is being brought forward as a separate contract, #CT3863, for this provision.

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

Recommended Motion: Approve contract #CT3863 with Rady Children’s Hospital for vision and hearing screenings for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$25,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General fund

Attachments:
CT3863



June 16, 2021

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

Dear Janna,

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

The attached rate sheet provides the 2021-2022 rates, including the per-screening cost and the hourly rate.

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

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

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

Sincerely,

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

Agreed and Accepted:

By: _____

Date: _____

Title: _____

National School District
2021-2022 School Screening Services Rates
Effective July 1, 2021-June 30, 2022

School Screening Services	Rate*
Initial screening of threshold of hearing:	\$3.35
Initial screening of near vision:	\$3.35
Initial screening of far vision:	\$3.35
Initial screening of color perception:	\$3.35
Rescreens of hearing, vision, and color/Hourly rate-per screener:	\$74.50
Initial screening or retest of hearing or vision for difficult to test students/Hourly rate-per screener:	\$74.50
School Nurse Hourly Rate (IEP's, special education, etc.):	\$74.50

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

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

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

National School District (“District”) will provide:

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

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

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

Agenda Item: **16.F. Adopt Resolution #21-22.07 to authorize preschool contract (CSPP-1457) between the National School District and the California State Department of Education for the 2021-2022 fiscal year.**

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

Quick Summary / Abstract: In order to receive California State Preschool Program (CSPP) funds, the District is required to enter into an agreement with the State Department of Education on an annual basis. Adoption of this resolution satisfies this State Department requirement.

Comments: The funds will be used in 2021-2022 to operate preschool classes at eight District sites. Revenue is contingent upon enrollment.

Recommended Motion: Adopt Resolution #21-22.07 to authorize preschool contract (CSPP-1457) between the National School District and the California State Department of Education for the fiscal year 2021-2022.

Financial Impact: Revenue: Up to \$1,889,640
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General fund-State Preschool funds

Attachments:
CSPP-1457
Resolution #21-22.07

National School District Resolution

21-22.07

**AUTHORIZE PRESCHOOL CONTRACT (CSPP-1457) BETWEEN THE NATIONAL
SCHOOL DISTRICT AND THE CALIFORNIA STATE DEPARTMENT OF
EDUCATION FOR THE FISCAL YEAR 2021-2022.**

This resolution certifies the approval of the National School District Governing Board to enter into the following contract with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the Fiscal Year 2021-2022.

BE IT RESOLVED that the Governing Board of the National School District authorizes entering into local agreements: CSPP-1457 (Preschool) and that the person who is listed below is authorized to sign the transaction for the Governing Board:

Leighangela Brady, Ed.D., Superintendent, National School District

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 25th day of August 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **16.G. Approve Head Start One Time Supplemental Funding Agreement #CT3873 between the National School District and The Neighborhood House Association for the purpose of responding to the Coronavirus (COVID-19) pandemic and support in-person Head Start services.**

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

Quick Summary / Abstract: Approval of this item will provide additional funding to the National School District not to exceed \$252,496. The funds may be used for expenses incurred from April 1, 2021, through March 31, 2023 with the purpose of extending Head Start services.

Uses of funding may also include enrollment and recruitment services, additional weeks of programming, family supports, mental health support for children and families, provisions for meals and snacks, transportation, increasing inclusion of children with disabilities, and increasing enrollment of children experiencing homelessness.

Comments: The National School District's partner, The Neighborhood House Association (NHA), was granted one-time supplemental funding through the American Rescue Plan (ARP) Act 2021 and the Coronavirus Response and Relief Supplemental Appropriations (CRSS).

Recipients of funding are encouraged to prioritize additional weeks of Head Start programming through summer programs or extensions of the program year in particular for rising kindergartners, children with disabilities, children experiencing food or housing insecurity, children that were not able to receive any in-person services, or other community needs.

Recommended Motion: Approve Head Start One Time Supplemental Funding Agreement #CT3873 between the National School District and The Neighborhood House Association for the purpose of responding to the Coronavirus (COVID-19) pandemic and support in-person Head Start services.

Financial Impact: Revenue: Up to \$251,496
Additional staffing cost: \$0
Other costs: \$0
Annual cost
Child Development fund - Head Start Preschool Supplemental funds

Attachments:
CT3873

ONE-TIME SUPPLEMENTAL FUNDING AGREEMENT
Contract No. 20-007012-G

This Grant Agreement (“Agreement”) is entered into effective April 1, 2021, by and between The Neighborhood House Association (“NHA”), a California non-profit, public benefit corporation with primary offices located at 5660 Copley Drive, San Diego, CA 92111, and National School District (“NATIONAL SCHOOL DISTRICT” or “NSD”), a California school district with primary offices located at 1500 “N” Avenue, National City, CA 91950. NHA and NATIONAL SCHOOL DISTRICT are collectively referred to herein as the (“Parties”).

RECITALS

WHEREAS, NHA and NATIONAL SCHOOL DISTRICT have established a collaborative working relationship, with NATIONAL SCHOOL DISTRICT performing as a subcontracted vendor, to provide health and social services to Head Start eligible children and their families (Head Start Agreement #20-007012-HS);

WHEREAS, NHA was granted one-time supplemental funding through the American Rescue Plan (ARP) Act 2021 (P.L. 117-2) and Coronavirus Response and Relief Supplemental Appropriations (CRSSA) Act (P.L. 116-260) (Federal Award #09HE000447) and desires to offer additional funding to NATIONAL SCHOOL DISTRICT to respond to the Coronavirus (COVID-19) pandemic and support in-person Head Start services;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, including the foregoing Recitals which shall be incorporated herein by this reference, the Parties agree as follows:

- 1.0** **Term.** This Agreement shall be effective April 1, 2021 (“Effective Date”) and automatically expire on March 31, 2023, unless terminated earlier in accordance with the terms and provisions set forth herein (“Term”).
- 2.0** **Reimbursement Limit.** NHA's maximum reimbursement to NATIONAL SCHOOL DISTRICT under this Agreement shall not exceed *Two Hundred Fifty-One Thousand Four Hundred Ninety-Six Dollars (\$251,496.00)*.
- A. *Two Hundred One Thousand Ninety-Six Dollars (\$201,096.00)* shall be designated ARP funding for the provision of approved services defined under the Head Start Act, to include activities outlined in Program Instruction ACF-PI-HS-21-03 to further support in-person services, attached hereto as **EXHIBIT “A”** and incorporated herein by this reference.
 - B. *Fifty Thousand Four Hundred Dollars (\$50,400.00)* shall be designated CRRSA funding to be used for activities pertaining to the prevention, preparation, and/or response to COVID-19.
 - C. In the event of the termination or expiration of this Agreement, NATIONAL SCHOOL DISTRICT agrees to return any remaining un-obligated funds, as of the effective date of termination, to NHA.
 - D. In the event of the termination or non-renewal of the Head Start Agreement (#20-007012-HS), NATIONAL SCHOOL DISTRICT agrees to return any remaining un-obligated funds, as of the effective date of termination or non-renewal, to NHA.

3.0 Payment and Reporting

3.1 Payment Basis. Subject to the Reimbursable Limit, reimbursements to NATIONAL SCHOOL DISTRICT for all services provided by NATIONAL SCHOOL DISTRICT under this Agreement shall only be for costs that are allowable costs that are actually incurred in the performance of NATIONAL SCHOOL DISTRICT's obligations under this Agreement.

3.2 Allowable Costs. NATIONAL SCHOOL DISTRICT's allowable costs are only those which are determined in accordance with:

- A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 75 including any amendments thereto and the applicable Subparts listed hereunder; and any other documents regarding principles for determining and allocating the allowable costs of providing the Services; and any standards set forth for determining the allowability of selected items of costs of providing the Services.
- B. Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
- C. An approved budget by NHA, attached hereto as **EXHIBIT "B"**.

3.3 Reimbursement Payment Demands. NATIONAL SCHOOL DISTRICT shall submit written payment demands for reimbursements on a monthly basis to NHA's Project Manager. Said demands shall (i) include copies of monthly claim; (ii) be made on a Claim Reimbursement Form prescribed by NHA; and (iii) be accompanied by a monthly invoice cover sheet, provided by NHA, verifying the required reports for the month have been submitted. NATIONAL SCHOOL DISTRICT shall submit said requests for payment no later than ten (10) days after the end of the month in which the Services were performed. Upon receipt of the invoice and monthly claim documentation, NHA shall deliver payment of approved amounts, no later than thirty (30) days to:

National School District
c/o Arik Avanesyans, Assistant Superintendent of Business Services
1500 "N" Avenue
National City, CA 91950

3.4 Right to Withhold. NHA has the right to withhold payment to NATIONAL SCHOOL DISTRICT when, in the opinion of NHA expressed in writing to NATIONAL SCHOOL DISTRICT within seven (7) calendar days, (a) NATIONAL SCHOOL DISTRICT's performance, in whole or in part, either has not been carried out or is insufficiently documented; (b) NATIONAL SCHOOL DISTRICT has failed to sufficiently itemize or document its request(s) for payment; or (c) NATIONAL SCHOOL DISTRICT has failed to submit program documentation by the dates requested.

3.5 Cost Report and Settlement. No later than thirty (30) days following the termination of this Agreement, NATIONAL SCHOOL DISTRICT shall submit to NHA a cost report in the form required by NHA, showing the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement. If said cost report shows that the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement exceed the payments made by NHA, subject nevertheless to the payment limit of this Agreement NHA will remit any such excess amount to NATIONAL SCHOOL DISTRICT, provided that the payments made, together with any such excess amount, may not exceed the Agreement payment limit. If said cost report shows that the payments made by NHA exceed the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement,

NATIONAL SCHOOL DISTRICT shall remit any such excess amount to NHA.

3.6 Separate Accounting. NATIONAL SCHOOL DISTRICT shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of NATIONAL SCHOOL DISTRICT. All ARP and CRRSA funds must be deposited in a FDIC bank account. NHA shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

3.7 Claim Funds. Approved claims shall be paid only from funds granted to NHA by ACF pursuant to the ARP and CRRSA, and the NATIONAL SCHOOL DISTRICT hereby waives any claim it may have against any other funds of NHA. This Agreement is valid and enforceable only if sufficient funds are made available to NHA by ACF for the purpose of conducting the activities identified in this Agreement. Any expenditures or obligations by NATIONAL SCHOOL DISTRICT made prior to the commencement date of the term of NHA'S agreement with the ACF will not be accepted by NHA for reimbursement unless approved in writing by NHA

3.8 Notice of Federal Interest. In the event NATIONAL SCHOOL DISTRICT uses ARP or CRRSA grant funds to lease property or to complete a major renovation of a leased premises, NATIONAL SCHOOL DISTRICT agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. NATIONAL SCHOOL DISTRICT further agrees to:

- A. Provide NHA'S Project Manager, referenced in Section 5.0 below, with notice of any default by NATIONAL SCHOOL DISTRICT under the Lease, on the date of the discovery of such default;
- B. Provide NHA'S Project Manager, referenced in Section 5.0 below, with notice of that the Lessor has notified NATIONAL SCHOOL DISTRICT of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that NATIONAL SCHOOL DISTRICT receives such notice from the Lessor; and
- C. Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 75, 92, 1303 Subpart E, as amended, and relevant decisions of the United States courts.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 Subpart E, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- i. The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- ii. The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- iii. The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

3.9 Debarment, Suspension, Termination and/or Revocation. The NATIONAL SCHOOL DISTRICT hereby certifies to the best of its knowledge that neither it, any of its principals, nor

any subcontractor to be used in the performance of this Agreement:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- B. Has, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection B of this section; and,
- D. Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.
- E. If unable to certify to the best of its knowledge the statements set forth above, NATIONAL SCHOOL DISTRICT and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.
- F. NATIONAL SCHOOL DISTRICT further agrees to request this certification from any subcontractors that perform services under this Agreement.

3.10 Final Report and Settlement. NATIONAL SCHOOL DISTRICT shall adhere to NHA's "Reporting Schedule", attached hereto as **EXHIBIT "C"**, and made a part hereof. If said report shows that the payments made by NHA exceed the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement, NATIONAL SCHOOL DISTRICT agrees to remit any such excess amount to NHA within thirty (30) days.

4.0 Indemnification. NATIONAL SCHOOL DISTRICT shall indemnify, hold harmless and defend NHA and its officers, directors, agents and employees from and against any and all claims (including but not limited to third-party claims related to NATIONAL SCHOOL DISTRICT's hiring, employment and/or management practices), liabilities, obligations, demands, actions or judgments of every nature whatsoever in favor of any person on account of personal injury or death or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance, associated with NATIONAL SCHOOL DISTRICT's operation of its sites and any transactions arising out of or related to this Agreement. Such indemnification by NATIONAL SCHOOL DISTRICT shall apply unless such damage or injury results from the sole negligence or willful misconduct of NHA its officers, directors, agents or employees.

5.0 Project Managers. The Parties' respective designated representatives shall be the day-to-day contact persons during the performance of services provided under this Agreement. NATIONAL SCHOOL DISTRICT's Project Manager shall be **Director, Early Childhood Education**. NHA's Project Manager shall be its **Vice President, Lily Cosico-Berge**. All submittals required of NATIONAL SCHOOL DISTRICT shall be delivered to NHA's Project Manager. NHA's Project Manager may not: (a) award, renew, terminate or cancel this Agreement; (b) agree to, or sign any modifications to this Agreement; (c) obligate NHA for work or services outside the scope of this Agreement; or (d) negotiate changes in price or cost of Services.

6.0 **Termination.** This Agreement shall automatically expire on March 31, 2023, unless terminated earlier as provided below.

6.1 **Written Notice.** This Agreement may be terminated by either Party, at their sole discretion, effective upon 90-day prior written notification, thereof other, and may be canceled immediately by written mutual consent. NHA retains the right to terminate this Agreement immediately upon NATIONAL SCHOOL DISTRICT's failure to safeguard the health and safety of children, parents and staff; to safeguard Federal assets; knowingly violates laws or regulations of the Head Start program; or in any other way jeopardizes the welfare of the Head Start program.

6.2 **Failure to Perform.** NHA, upon written notice to NATIONAL SCHOOL DISTRICT, may immediately terminate this Agreement should the NATIONAL SCHOOL DISTRICT fail to perform properly any of its obligations hereunder. The cost to NHA of completing NATIONAL SCHOOL DISTRICT's performance shall be deducted from any sum due the NATIONAL SCHOOL DISTRICT under this Agreement, without prejudice to NHA's rights otherwise to recover its damages.

6.3 **Cessation of Funding.** Notwithstanding the above, in the event that Federal, State, or other non-NHA funding for this Agreement ceases, NHA will notify NATIONAL SCHOOL DISTRICT of the date of the termination of this Agreement.

6.4 **Rights and Obligations of the Parties Upon Termination.** On the effective date of termination of this Agreement, NATIONAL SCHOOL DISTRICT shall surrender possession of any property or premises belonging to NHA that is in NATIONAL SCHOOL DISTRICT's possession or control. NATIONAL SCHOOL DISTRICT shall, at its sole expense, move out and remove all of its property from any NHA premises. Any property remaining on any NHA premises for more than ten (10) business days following the effective termination date will be deemed abandoned and NHA may dispose of it by any means it deems reasonable. In addition, if NATIONAL SCHOOL DISTRICT ceases to operate the program under this Agreement, NATIONAL SCHOOL DISTRICT agrees to return to NHA within thirty (30) days after the termination of this Agreement all equipment and supplies purchased with Federal Head Start funds and all records pertaining to this program, including, but not limited to the following documents: enrollment/registration forms, health histories, family needs assessments, Individual Education Plans (IEP's), developmental histories, child observations, and assessments.

7. GENERAL PROVISIONS

7.1 **Independent Contractor Status; No Agency Relationship.** NHA and NATIONAL SCHOOL DISTRICT are and shall remain independent entities. Neither NATIONAL SCHOOL DISTRICT nor its agents or employees shall act as officers, agents, or employees of NHA. NATIONAL SCHOOL DISTRICT has no authority to assume or create any commitment or obligation on behalf of NHA or, to bind NHA in any manner. The Parties intend that NHA, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Accordingly, NATIONAL SCHOOL DISTRICT shall be responsible for (i) all of its hiring/firing decisions; (ii) supervising its workers and working conditions; (iii) all taxes and applicable withholdings; (iv) wages and hours; and (v) other similar statutory obligations with respect to amounts paid by NHA to NATIONAL SCHOOL DISTRICT. Nothing contained herein shall be construed to prohibit NATIONAL SCHOOL DISTRICT from contracting with any other person, firm or entity to perform services similar to or the same as those referenced in this Agreement. Further, nothing contained herein shall be construed to prohibit or restrict NATIONAL SCHOOL DISTRICT from obtaining services from other parties that may be required in the operation of its own business.

7.2 **Force Majeure.** The obligation of any Party to perform any acts herein shall be suspended during the period such performance is prevented by acts of God; war; riot; invasion; fire; accident; strike

or walkout; government interference, regulation, appropriation, or rationing; or by inability to secure goods because of the foregoing conditions. The obligation to perform shall resume immediately upon cessation of the force majeure condition(s).

- 7.3** **Notices.** Any notice required by this Agreement must be in writing and shall be deemed to have been sufficiently communicated when (1) personally delivered or (2) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

to NHA addressed:

President & CEO
Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

with copies to:

Legal Department
Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

VP, CSQI, Lily Cosico-Berge
Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

**or to NATIONAL SCHOOL DISTRICT
addressed:**

Early Childhood Education Programs
1500 "N" Avenue
National City, CA 91950

with copy to:

National School District
Leighangela Brady, Ed.D.
1500 "N" Avenue
National City, CA 91950

- 7.4** **Confidential Information.** All information furnished or disclosed to NATIONAL SCHOOL DISTRICT by NHA in connection with this Agreement which is identified as confidential is received in confidence, shall remain the property of NHA and shall not be disclosed to any third-party without NHA's prior written consent. NATIONAL SCHOOL DISTRICT shall not use any such information for any purpose other than to perform this Agreement.

- 7.5** **Copyrights and Inventions.** Any discovery or invention arising out of or developed in the course of work aided by this Agreement is subject to HHS patent regulations contained in 45 CFR Part 74.36. Any such discovery or invention shall be properly, fully and immediately reported in writing to NHA for determination by NHA and ACF/HHS as to whether the patent protection on such invention or discovery should be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

- 7.6** **Compliance with Law.** NATIONAL SCHOOL DISTRICT shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, nondiscrimination, licensing, employment and purchasing practices, and wages, hours and conditions of employment, include but are not limited to (i) Head Start salary cap and compensation regulations found at 42 USC 9848, Section 653; (ii) OMB cost allocation rules applicable to NHA as a Head Start non-profit Agency; and (iii) acknowledgement that any funds provided by NHA to NATIONAL SCHOOL DISTRICT are to be treated and accounted for as federal funds pursuant to a federal grant award.

- 7.7** **Inspection.** NATIONAL SCHOOL DISTRICT's performance, place of business and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of NHA, the State of California, and the United States Government.

- 7.8** **Records.** NATIONAL SCHOOL DISTRICT shall keep and make available for inspection and copying by authorized representatives of the NHA, the State of California, and the United States

Government, the NATIONAL SCHOOL DISTRICT's regular business records and such additional records pertaining to this Agreement as may be required by NHA.

- A. Retention of Records. The NATIONAL SCHOOL DISTRICT shall retain all documents pertaining to this Agreement for five years from the date of submission of NATIONAL SCHOOL DISTRICT's final payment demand of final Cost Report; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, NATIONAL SCHOOL DISTRICT shall make these records available to authorized representatives of NHA, the State of California, and the United States Government.

- B. Access to Books and Records of NATIONAL SCHOOL DISTRICT. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, NATIONAL SCHOOL DISTRICT shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Agreement, make available to the Secretary of Health and Human Services or to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records of NATIONAL SCHOOL DISTRICT that are necessary to certify the nature and extent of all costs and charges here under.

Further, if NATIONAL SCHOOL DISTRICT carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of the four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, to NHA, to the Secretary or to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor that are necessary to verify the nature and extent of all costs and charges thereunder

This requirement is in addition to any and all other terms regarding the maintenance or retention of records under this Agreement and is binding on the heirs, successors, assigns and representatives of NATIONAL SCHOOL DISTRICT.

- C. Additional Funding. Within ten (10) days following the full execution of this Agreement, NATIONAL SCHOOL DISTRICT shall furnish a writing certifying each of its present funding sources and amounts. NATIONAL SCHOOL DISTRICT shall notify NHA, in writing, within ten (10) days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, the NHA may reduce payment to NATIONAL SCHOOL DISTRICT hereunder upon redetermination of the appropriateness of the reimbursement of costs under this Agreement.

7.9 Reporting Requirements. Pursuant to Government Code Section 7550, NATIONAL SCHOOL DISTRICT shall include in all documents or written reports completed and submitted to NHA in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all Agreements and sub Agreements relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Agreement exceeds \$5,000.

7.10 Required Audit. If NATIONAL SCHOOL DISTRICT is funded by \$750,000 or more in federal grant funds in any fiscal year from any source, NATIONAL SCHOOL DISTRICT shall provide to NHA, on or before March 1st of each year, a copy of the yearly audit, which conforms to the requirements, set forth 45 CFR Part 75 and 2 CFR Part 200. NATIONAL SCHOOL DISTRICT will report any audit findings immediately to NHA (Fiscal Department). In the event NATIONAL SCHOOL DISTRICT fails to meet such deadline, NHA may suspend all reimbursements/payments until this provision is satisfied.

- 7.13 Binding on Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns, subject to the limitations on assignment and subcontracting set forth herein.
- 7.14 Assignment and Subcontracting.** NATIONAL SCHOOL DISTRICT shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of NHA; and any purported assignment by NATIONAL SCHOOL DISTRICT, without prior written consent, shall be null and void and constitute a material breach.
- 7.15 Modifications and Amendments.** No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of each Party by a duly authorized representative.
- 7.16 Headings.** All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Agreement.
- 7.17 Applicable Law.** This Agreement is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law.
- 7.18 Attorney Fees.** If legal action, including arbitration or action for declaratory relief, is brought by either Party to interpret or enforce any provisions of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and other costs incurred, the award of which may be determined in the same action or a separate action brought for that purpose.
- 7.19 Additional Assurances.** Attached hereto as **EXHIBIT "D"** (which is incorporated herein by this reference) are additional Assurances governing this Agreement between NHA and NATIONAL SCHOOL DISTRICT for services rendered to NHA. The Parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, each provision and clause required by law to be inserted in this Agreement shall be deemed to have been so inserted and this Agreement shall be read and enforced as though each such provision were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Agreement shall be amended.
- 7.20 Entire Agreement.** This Agreement represents the sole and entire agreement between NHA and NATIONAL SCHOOL DISTRICT relating to the subject matter thereof, and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto, relating to the subject matter of this Agreement.
- 7.21 Partial Invalidity.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 7.22 No Waiver of Breach or Default.** NHA's failure to strictly and/or promptly enforce any of its rights, including but not limited to declaring a default, requiring cure of default, and/or terminating this Agreement, shall not operate as a waiver of the default or breach of NHA's rights, or to defeat or affect in any way the rights of either party, with respect to any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by either party, except an express written waiver. All rights and remedies of either Party with respect to default and breach shall be cumulative and not alternative. Each Party expressly reserves the right to enforce any and all rights it has herein at any such time as the Party, in its sole discretion, deems appropriate.

[SIGNATURE PAGE FOLLOWS]

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

National School District

The Neighborhood House Association

By _____
Name: Leighangela Brady, Ed.D.
Title: Superintendent

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

Approved as to form and legality:

Dwight D. Smith
General Manager\General Counsel
The Neighborhood House Association

Exhibit A

ACF Administration for Children and Families	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
	1. Log No. ACF-PI-HS-21-03	2. Issuance Date: 05/04/2021
	3. Originating Office: Office of Head Start	
	4. Key Words: American Rescue Plan (ARP); Appropriations; Fiscal Year (FY) 2021; COVID-19	

PROGRAM INSTRUCTION

TO: Head Start and Early Head Start Grantees and Delegate Agencies

SUBJECT: FY 2021 American Rescue Plan Funding Increase for Head Start Programs

INSTRUCTION:

President Biden signed Public Law 117-2, the American Rescue Plan Act, 2021 (ARP), into law on March 11, 2021. The \$1.9 trillion American Rescue Plan includes \$1 billion for Head Start programs. All Head Start, Early Head Start, and Early Head Start-Child Care (EHS-CC) Partnership grantees are eligible to receive additional funds proportionally based on funded enrollment levels.

When combined with the \$750 million in the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the \$250 million in supplemental funds in the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, the Head Start program has received a total of \$2 billion in additional funding to support staff, children, and families during this unprecedented time.

This Program Instruction (PI) provides examples of activities grantees can consider as they continue supporting children and families and investing in safe and high-quality early childhood learning opportunities for children. This PI also describes the application requirements for these funds.

Use of Funding

The Office of Head Start (OHS) strongly encourages grantees to prioritize additional weeks of Head Start and Early Head Start programming with this funding, through summer programs or as extensions of the program year. At this time, Head Start programs are serving one-third fewer children than before the pandemic began. With ARP funding, programs have an opportunity to reach eligible children and families who did not enroll last year, or who did not engage in a full program year, due to the many uncertainties caused by the pandemic. Grantees are encouraged to prioritize programs for rising kindergartners, children with disabilities, children experiencing food or housing insecurity, children that were not able to receive any in-person services this year, or other areas determined by community needs.

Grantees do have flexibility to determine which one-time investments best support the needs of staff, children, and families, while adhering to federal, state, and local guidance. In making these determinations, grantees should consider how the use of the one-time funds could meet both short- and long-term needs and determine whether purchasing, leasing, or contracting for services is more prudent.

Other uses of funding include, but are not limited to, the following:

Reach More Families

- **Enrollment and recruitment.** Now is the time to focus on re-enrollment and enrolling new families. Programs can use funds to purchase services, materials, and technology to ramp up recruitment and enrollment efforts so that as a program you able to enroll the eligible children and families in your community.
- **Additional weeks of Head Start or Early Head Start programming.** Extending the program year or offering summer programming to increase the time children and families receive services.
- **Family supports.** Addressing families' economic security by partnering with them on employment, education, and career goals. Investing in the development of partnerships with local community colleges, apprenticeship programs, and local employers committed to helping Head Start and Early Head Start families find meaningful employment and career tracks. Assessing families' nutritional, health, and wellness needs more frequently. Ensuring materials and resources are available in languages families understand.
- **Mental health support for children and families.** Employing additional family service workers and mental health consultants to assist families with adverse circumstances, including families who may be experiencing homelessness.
- **Provision of meals and snacks not reimbursed by the U.S. Department of Agriculture,** including purchasing kitchen equipment and supplies to support in-person meal service.
- **Transportation.** Hiring bus drivers and monitors to allow more trips with fewer children per bus. Purchasing buses and other vehicles that support continuity of program service and reaching families most in need of services, including families experiencing homelessness.
- **Partnerships to increase the inclusion of children with disabilities.** Providing more training for teachers and families and more support for families. Remodeling classrooms and playgrounds to be accessible.
- **Partnerships to increase the enrollment of children experiencing homelessness.** Partnering with local shelters and public schools to identify and serve children and families experiencing homelessness.
- **Addressing unique needs within their communities,** such as providing internet access to support extended learning.

Get Facilities Ready for In-person Comprehensive Services

- **Ventilation to reduce risk of indoor transmission and make facilities safer.** Installing new heating, ventilation, and air conditioning (HVAC) systems or other improvements, such as windows that can open with safety measures to prevent falls.
- **Outdoor learning and play.** Purchasing or enhancing outdoor learning spaces, including nature-based learning and outdoor classrooms. Creating play areas and landscape features that promote exploration and discovery in a natural environment, such as plantings, gardens, and “loose parts” (i.e., materials for construction and pretend play), rather than traditional play structures or playgrounds.
- **Cleaning supplies and services.** Purchasing necessary supplies or contracting services to clean and disinfect facilities and vehicles.
- **Renovations or other space modification.** Converting available space into classrooms, modifying current classroom designs with room dividers, or adding well-ventilated modular classrooms.
- **Additional space.** Renting additional classroom space, due to physical distancing, to increase opportunities for more children to return to in-person services. Contracting for slots with child care providers in center-based or family child care settings to deliver comprehensive services.
- **Other locally determined facility, staff, and equipment or partnership actions** that are necessary to safely resume and maintain full in-person program operations.

Support Head Start Employees

- **Planning sessions for staff.** Preparing for a return to in-person comprehensive services starts to ensure everyone has the knowledge, skills, and resources necessary to operate effectively. This funding can be used to invest in planning sessions to prepare for providing services now and in the summer and fall.
- **Staff wellness and mental health support.** Conducting employee wellness surveys or engaging in other data collection to better understand the needs of team members. Increasing access to mental health consultation and therapy services for staff, contracting with an Employee Assistance Program (EAP), and instituting a staff wellness program that includes activities such as mindfulness breaks and opportunity for self reflection.
- **Additional staff.** Hiring additional classroom staff to meet physical distancing requirements or reduce group size. Bringing in full-time floaters to reduce the need to bring in outside substitutes.
- **Professional learning and development for staff.** Providing professional learning experiences on key topics such as equity, diversity, inclusion, bias, economic mobility, trauma-skilled practices, and other topics.
- **Other personnel costs.** Offering fringe benefits and expanding sick leave.
- **Vaccine support.** Providing transportation assistance to vaccination sites and temporary coverage to allow absence from the workplace for vaccination. Offering paid time off, sick leave, or other paid leave for the time spent receiving vaccination and if staff members experience side effects post-vaccination.

Grantees should carefully plan to engage in activities that are one-time or temporary in nature but have a long-term impact. Additional funding cannot be made available to sustain ongoing, long-term, or permanent expenses. For any ongoing activities, grantees would be responsible for

sustaining additional costs either within their existing operations budget or securing outside support to continue activities beyond what is allocated through this opportunity.

Application Requirements

All Head Start, Early Head Start, and EHS-CC Partnership grantees are eligible to receive additional funds. Each grantee may apply for a proportionate amount of the \$1 billion based on their total funded enrollment. Funds will be made available through a supplemental application in the Head Start Enterprise System (HSES). The funds will be awarded as supplements to the HE, HA, and HN grants currently used for the \$250 million in CRSSA funds. Additional instructions will be forthcoming. Note that grantees will also be asked to report on the ARP funds in HSES, similar to the fall prior data collection.

Waiver of Non-Federal Match

The COVID-19 pandemic is a national emergency seriously affecting economic conditions in communities throughout the U.S. The Head Start Act recognizes that lack of resources in a community adversely impacted by a major disaster may prevent Head Start grantees from providing all or a portion of their required non-federal contribution. OHS has determined that the widespread impact of the COVID-19 pandemic adversely impacts all Head Start grantees. Consequently, OHS will approve requests for waivers of non-federal match for the funds awarded from the ARP. To request a waiver of non-federal match, enter \$0 in SF-424A Section C of your application. No additional justification of the waiver is required. The issuance of a notice of award constitutes approval of the requested waiver.

Additional Information

Additional information and materials related to the pandemic are available on the [COVID-19 and the Head Start Community](#) webpage on the Early Childhood Learning and Knowledge Center (ECLKC) website. This webpage continues to be updated on a regular basis.

Please direct any questions regarding this PI to your Regional Office.

Thank you for your work on behalf of children and families.

/ Dr. Bernadine Futrell /

Dr. Bernadine Futrell
Director
Office of Head Start

20-007012-G
Exhibit B

[Attach Budget Here]



Exhibit C Reporting Schedule

The Neighborhood House Association

ARP/CRRSA Closing Schedule
4/1/2021 – 3/31/2022

Partner Agencies

REPORTS, EXPENDITURES, JOURNALS, ETC.

Reports/Transactions Needed by NHA	Preliminary Closing	Final Closing
Reimbursement Reports (all cash disbursements through 03/31/22).	4/15/2022	5/31/2022
A complete and current inventory report of equipment over \$5,000.00	4/15/2022	5/31/2022
Reports/Transactions due to NHA	Preliminary Closing	Final Closing
<p><u>REPORT ALL OBLIGATED EXPENSES FOR</u> <i>*See definition of Obligated Expenses*</i></p> <p>Agencies must disclose and report all obligated expenses for April 1, 2021 – March 31, 2022 by April 15th, 2022.</p> <p><u>Any obligations not disclosed by April 15th, 2022 will be disallowed.</u></p>	4/15/2022	5/31/2022
Obligated A/P Invoices and Receiving Reports (all goods and services received on or before 03/31/22.	4/15/2022	5/31/2022

<p>Non-payroll Journals and Accruals:</p> <ol style="list-style-type: none"> 1) Staff Mileage 2) Utility bills (Estimated on a daily pro-rated basis) 3) Leased Payments (Office machinery/equipment) 4) Consultants or contract services received, but not yet billed 5) All other unpaid obligations for goods and services received, but not yet billed. 	4/15/2022	5/31/2022
<p>Claim for Reimbursement:</p> <ol style="list-style-type: none"> 1) Final Claim for Reimbursement report is due <u>by May 31, 2022</u> Any expenses not resubmitted will become the obligation of your agency. 	4/15/2022	5/31/2022

Special Problems – Problems with closeout procedures shall be handled individually on a case-by-case basis. Refer all problems directly to NHA Fiscal for resolution.

Clarifying Definitions -

Obligation -	<p>Are accrued expenditures that are recognized in the period in which the account liability is incurred; that is, the period in which the goods or services are received.</p> <p><u>Partner Agencies must disclose and report all obligations by April 15, 2022.</u></p>
Liquidation –	<p>Are payments of obligations or expenditures incurred in the concluding fiscal year but <u>paid after March 31</u>, as an accrual (expenditure offset by payable). Liquidation of the accrual (payable offset by cash) is recorded in the ensuing fiscal year when paid.</p> <p><u>Final Claim for Reimbursement is due by May 31, 2022.</u></p>

ARP/CRRSA Closing Schedule
4/1/2022 – 3/31/2023

Partner Agencies

REPORTS, EXPENDITURES, JOURNALS, ETC.

Reports/Transactions Needed by NHA	Preliminary Closing	Final Closing
Reimbursement Reports (all cash disbursements through 03/31/23).	4/15/2023	5/31/2023
A complete and current inventory report of equipment over \$5,000.00	4/15/2023	5/31/2023
Reports/Transactions due to NHA	Preliminary Closing	Final Closing
<p><u>REPORT ALL OBLIGATED EXPENSES FOR</u> <i>*See definition of Obligated Expenses*</i></p> <p>Agencies must disclose and report all obligated expenses for April 1, 2022 – March 31, 2023 by April 15th, 2023.</p> <p><u>Any obligations not disclosed by April 15th, 2023 will be disallowed.</u></p>	4/15/2023	5/31/2023
Obligated A/P Invoices and Receiving Reports (all goods and services received on or before 03/31/23.	4/15/2023	5/31/2023

<p>Non-payroll Journals and Accruals:</p> <ul style="list-style-type: none"> 6) Staff Mileage 7) Utility bills (Estimated on a daily pro-rated basis) 8) Leased Payments (Office machinery/equipment) 9) Consultants or contract services received, but not yet billed 10) All other unpaid obligations for goods and services received, but not yet billed. 	4/15/2023	5/31/2023
<p>Claim for Reimbursement:</p> <ul style="list-style-type: none"> 2) Final Claim for Reimbursement report is due <u>by May 31, 2023</u> <p>Any expenses not resubmitted will become the obligation of your agency.</p>	4/15/2023	5/31/2023

Special Problems – Problems with closeout procedures shall be handled individually on a case-by-case basis. Refer all problems directly to NHA Fiscal for resolution.

Clarifying Definitions -

Obligation -	<p>Are accrued expenditures that are recognized in the period in which the account liability is incurred; that is, the period in which the goods or services are received.</p> <p><u>Partner Agencies must disclose and report all obligations by April 15, 2023.</u></p>
Liquidation –	<p>Are payments of obligations or expenditures incurred in the concluding fiscal year but <u>paid after March 31</u>, as an accrual (expenditure offset by payable). Liquidation of the accrual (payable offset by cash) is recorded in the ensuing fiscal year when paid.</p> <p><u>Final Claim for Reimbursement is due by May 31, 2023.</u></p>

EXHIBIT “D”
ASSURANCES

DELEGATE hereby assures and certifies to The Neighborhood House Association (NHA) that it will comply with the regulations, policies, guidelines and requirements, including 45 CFR 75 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards,” and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, DELEGATE assures and certifies to NHA that:

1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant’s governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the DELEGATE to act in connection with the Agreement and to provide such additional information as may be required.
2. It, and any subcontractor hired to perform hereunder, will comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246, relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
3. It, and any subcontractor hired to perform hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 – 1508; and 7324 – 7328), which limits the political activity of the employee.
4. It, and any subcontractor hired to perform hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It, and any subcontractor hired to perform hereunder, will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, “Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States”).
6. It, and any subcontractor hired to perform hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorizes the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if DELEGATE or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.
7. It, and any subcontractor hired to perform hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.
8. To the extent applicable, if DELEGATE, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than \$2,000, DELEGATE agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor standards provisions applicable to contracts governing federally financed and assisted construction”), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

9. Regarding all negotiated contracts, excluding those for less than \$2,500, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
10. To the extent applicable, if DELEGATE awards construction contracts (or other contracts involving the employment of mechanics or laborers) in excess of \$100,000, DELEGATE shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-333, as supplemented by Department of Labor regulations, 29 CFR part 5.
11. Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.
12. It, and any subcontractor hired to perform hereunder, will comply with the provisions of the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006, regarding executive compensation reporting requirements.
13. It, and any subcontractor hired to perform hereunder, will comply with the provisions of 45 CFR Part 87.
14. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Agenda Item: **16.H. Amend Memorandum #CT3872 of Understanding between SBCS Corporation and National School District to support the preschool program.**

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

Quick Summary / Abstract: Approval of this contract will provide National School District access to services provided by SBCS in the areas of mental health, social work, family support, and home base services. The Board originally approved #CT3872 on the annual contract listing on June 9, 2021, Not to exceed \$300,000.

This amendment increases the agreement amount to not to exceed \$450,000 allowing for increased services to families as well as the addition of mental health services. National School District will only be charged for services used.

Comments: SBCS is a community-based California Nonprofit public benefit corporation who supports family services within the South Region of San Diego County. This Memorandum of Understanding (MOU) updates the longstanding partnership between the National School District preschool program and SBCS to provide services to preschool families and meet the community requirements in the preschool funding grants - State Preschool and Head Start.

The MOU also updates the provider's name to SBCS Corporation (SBCS), formally known as South Bay Community Services.

Recommended Motion: Approve contract #CT3872 Memorandum of Understanding between SBCS Corporation and National School District to support the preschool program.

Financial Impact: Contract cost: \$450,000
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General fund-Preschool funds

Attachments:
CT3872

This agreement, made and entered into this 1st day of July 2021, by and between SBCS Corporation (SBCS), a community-based California Nonprofit public benefit corporation, and The National School District (DISTRICT), and agency of the State of California. SBCS and The National School District intend to work together within the South Region of San Diego County for Preschool Program Staff.

SBCS and The National School District intend to collaborate on the provision of services as described herein.

I. Services to Be Provided

In accordance with the applicable provisions of the Education Code, State Preschool Program, Head Start, San Diego Quality Preschool Initiative and other appropriate guidelines.

SBCS agrees to:

Provide DISTRICT with Preschool Program Staff personnel and personnel services which may include but are not limited to:

1. Announcement, advertisement, screening, employment, for various SBCS staff positions to be assigned to the DISTRICT Preschool Program classified as Full-time, Part-time, and On-Call to include but are not limited to:
 - a. Early Childhood Mental Health Services
 - b. Care Coordinator/ Social Worker
 - c. Family Services Liaison
 - d. Head Start Home-Based Teacher
2. Educational presentations, development and training sessions, and follow-up services for appropriate Staff. SBCS employees assigned to the DISTRICT Preschool Program will be required to complete an Injury & Illness Prevention Program in the Workplace training, Preventing Sexual Harassment In the Workplace training, and be trained in the HHSA Mandated Reporter procedures.
3. Ensuring that all SBCS employees assigned to the DISTRICT Preschool Program meet pre-employment requirements and certifications as are applicable to the position such as TB testing (re-certify every four years), health examination, Live Scan, drug test, and other SBCS employment requirements.
4. In collaboration with the DISTRICT oversee the preparation of Annual Employee Development Plans to ensure proper completion of required areas.
5. SBCS employees assigned to the DISTRICT Preschool Program will not be eligible for salary increases of COLA's unless otherwise approved by the DISTRICT's Director of Early Childhood Programs.
6. Other appropriate staff and volunteer support services as determined and agreed to by SBCS,

DISTRICT agrees to:

1. Provide site supervision of the DISTRICT Preschool Program.

2. Preparation of Annual Employee Development Plans.
3. Adequate and appropriate space for service provision.
4. Payment to SBCS Corporation on an actual cost basis, including a 6% Personnel Processing Fee, to be made upon receipt of itemized monthly Invoices. Costs for SBCS employees assigned to the DISTRICT Preschool Program will be billed ensuring that account codes are identified.

II. Vacation and Holiday Schedules

SBCS staff assigned to the DISTRICT Preschool Program are required to meet work schedule requirements mandated by the DISTRICT's Annual School calendar. As a result, there are two legal holidays that may create a conflict in scheduling each year; they include President's Day and Columbus' Day. SBCS employees assigned to the DISTRICT Preschool Program will be able to switch these days as needed to meet work schedule requirements. This action may result in employees shifting their paid holidays to other available dates.

Additionally, SBCS employees assigned to the DISTRICT Preschool Program will be required to take furlough days each school calendar year (Unpaid Leave). Number of furlough days will depend on budget negotiations and based on the school calendar approved by the NSD School Board. SBCS employees assigned to the DISTRICT Preschool Program will be required to have a zero balance in their paid vacation account by June 30th, of each year. To the extent that any SBCS employees assigned to the DISTRICT Preschool Program have any accrued and unused paid vacation as of June 30th they will be required to accept pay in lieu thereof.

III. Term and Termination

The term of this Agreement shall begin July 1, 2021 and remain ongoing until either party decides to terminate said agreement upon providing the other party with thirty (30) days written notice of such termination.

(Signatures contained on the following page)

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By: _____ Date: _____

Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

National School District

Signature: _____ Date: _____

Title: _____

Contract Signer's Printed Name: _____

Address: _____

Email / Ph. #: _____

Contractor's Tax ID Number: _____

Agenda Item: **17. HUMAN RESOURCES**

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

Quick Summary / None.

Abstract:

Agenda Item: **18. BUSINESS SERVICES**

Agenda Item: **18.A. Conduct a Public Hearing to notify the public of the justification for increasing the National School District's statutory school fees.**

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

Quick Summary / Abstract: National School District conducted a developer fee report that justifies raising developer fees to \$1.80 a sq. ft. for residential building in our boundaries. Our current developer fee is \$1.41 a sq. ft. The new rate represents a 27% increase from our current fee. Once the new fee is adopted by the Board, a 60-day period must pass before the new fee is administered.

Government Code Section 66019(a) requires a public hearing to be held prior to the Board's approval of the resolution entitled "Resolution to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620." The Developer Fee Justification Study is available for review on the District website.

Comments: The District is required to approve the justification for the increase in Statutory School Fees after each statutory increase by the State Allocation Board (SAB) for residential and commercial/industrial fees.

District staff has an agreement with the Sweetwater Union High School District, wherein it is agreed that the District will receive \$ 1.80 per square foot of residential development, and \$ 0.29 per square foot for commercial/industrial development.

On January 22, 2020, the SAB increased the residential statutory school fee from \$3.79 per square foot to \$4.08 per square foot, and commercial statutory school fee from \$0.61 per square foot to \$0.66 per square foot. As per state law, a notice was published in Union Tribune on August 13, 2021, and August 20, 2021.

Following implementation, the District will be allowed to charge statutory school fees in the amount of \$1.80 per square foot of assessable residential area and \$.29 per square foot of chargeable commercial/industrial development, with the exception of hotel/motel and rental self-storage; the District could charge \$0.216 per square foot of hotel/motel and \$0.012 of rental self-storage. These rates will become effective on October 24, 2021, which is 60 days from the date of adoption.

Recommended Motion: Conduct a Public Hearing to notify the public of the justification for increasing the National School District's statutory school fees.

Attachments:
Exhibit A

Agenda Item: **18.B. Adopt Resolution #21-22.08 to increase statutory school fees imposed on new residential and commercial/industrial development projects.**

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

Quick Summary / Abstract: Adoption of this resolution allows National School District to increase developer fees to \$1.80 a sq. ft. Once the new fee is adopted by the Board, a 60-day period must pass before the new fee is administered.

Comments: The District is required to approve the justification for the increase in Statutory School Fees after each statutory increase by the State Allocation Board (SAB) for residential and commercial/industrial fees.

On January 22, 2020, the SAB increased the residential statutory school fee from \$3.79 per square foot to \$4.08 per square foot, and commercial statutory school fee from \$0.61 per square foot to \$0.66 per square foot.

A public hearing was conducted pursuant to Government Code Section 66019(a) for the purposes of the adoption of Resolution #21-22.08, entitled "Resolution to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620".

As per State law, a notice was published in Union Tribune on August 13, 2021 and August 20, 2021.

Recommended Motion: Adopt Resolution #21-22.08 to increase statutory school fees imposed on new residential and commercial/industrial development projects.

Financial Impact: None

Attachments:
Resolution #21-22.08

National School District

Resolution

#21-22.08

RESOLUTION OF THE GOVERNING BOARD OF THE NATIONAL SCHOOL DISTRICT TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL / INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620

WHEREAS, the Governing Board ("Board") of the National School District ("School District") provides for the educational needs for K-6 students within portions of the cities of National City, Chula Vista, and San Diego (collectively, "Cities") and a portion of the unincorporated County of San Diego ("County"); and

WHEREAS, The State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes school districts to increase statutory school fees to \$4.08 per square foot for assessable space of residential development and \$0.66 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such statutory school fees are properly justified by the School District pursuant to law; and

WHEREAS, pursuant to Education Code Section 17623, the School District and the Sweetwater Union High School District ("SUHSD") have entered into an agreement whereby the School District is to receive forty-four percent (44%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the School District's schools and the School District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the School District have an impact on the School District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the School District's students; and

WHEREAS, the School District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the School District has received and considered the study entitled "Residential and Commercial/Industrial Development School Fee Justification Study for National School District" ("Study"), which Study include information, documentation, and analysis of the School Facilities needs of the School District, including (a) the purpose of the Statutory School Fees, (b) the use to which the Statutory School Fees are to be put (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for Statutory School Fees, (2) the need for

School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial development, (d) a determination of the impact of the increased number of

anticipated to result from the commercial/industrial development (by category) upon the cost of providing School Facilities within the School District, (e) an evaluation and projection of the number of students that will be generated by new residential development, and (f) the new School Facilities that will be required to serve such students, and (g) the cost of such School Facilities; and

WHEREAS, said Study pertaining to the Statutory School Fees and to the capital facilities needs of the School District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory School Fees; and

WHEREAS, all required notices of the proposed Statutory School Fees have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the School District relating to the proposed Statutory School Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, THE GOVERNING BOARD OF THE OF THE NATIONAL SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the Board accepts and adopts the Study.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the School District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the School District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential development within the School District because the Statutory School Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new residential development within the School District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

Section 6. That the Board finds that the amount of the Statutory School Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the School District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory School Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/ industrial development (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the School District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial development by category within the School District because the Statutory School Fees imposed on commercial/industrial development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new commercial/industrial development within the School District and the School District does not have sufficient student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the School District.

Section 12. That the Board finds that a separate account has been established for the deposit of Statutory School Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the School District.

Section 13. That the Board finds that the funds of the account, described in Section 12, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory School Fees may also be expended by the School District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the School District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees.

Section 14. That the Board hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- A. \$1.80 per square foot of assessable space for new single family detached residential development and \$1.80 for new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. \$0.29 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial development projects and levies the Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	\$0.29
Office	\$0.29
Research and Development	\$0.29
Industrial/Warehouse/Manufacturing	\$0.29
Hospitals	\$0.29
Hotel/Motel	\$0.216
Self-Storage	\$0.012

Section 16. That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the Superintendent, or his designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and County within the School District's boundaries and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the School District clearly indicating the boundaries thereof, advising the Cities, County, and OSHPD that new residential and commercial/industrial development is subject to the Statutory School Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification from this School District of compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any non-residential development absent a certification from this School District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory School Fees are imposed, the opportunity for a hearing to appeal that imposition of Statutory School Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

- A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory School Fees to be imposed or paying the commercial/industrial Statutory School Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees. The party shall state in the written request the grounds for opposing the imposition of commercial/industrial Statutory School Fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Superintendent, or his designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or his designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.
- D. The party against whom the commercial/industrial Statutory School Fees are imposed may appeal the Superintendent's, or his designee's, decision to the Board of the School District.
- E. The party appealing the Superintendent's, or his designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory School Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- F. The possible grounds for that appeal to the Board of the School District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

- G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Board of the School District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.
- H. The party appealing the imposition of the commercial/industrial Statutory School Fees shall bear the burden of establishing that the commercial/industrial Statutory School Fees are improper.

Section 19. That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the School District on any residential or nonresidential development.

Section 21. That the School District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

Resolution #20-21.08
August 25, 2021
Page 8

APPROVED, ADOPTED, AND SIGNED ON August 25, 2021

Governing Board of the OF THE NATIONAL
SCHOOL DISTRICT

By:

President of the Governing Board of the
National School District

ATTEST:

By:

Secretary of the Governing Board of the
National School District

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary to the Governing Board

Agenda Item: **18.C. Approve Memorandum of Understanding #CT3876 with Ocean Connectors and National School District for continuing interdisciplinary environmental education.**

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

Quick Summary / Abstract: Ocean Connectors is an interdisciplinary environmental education project that crosses borders and cultural boundaries, linking students to create a shared sense of stewardship and to promote an early interest in environmental issues. Ocean Connectors uses migratory marine species such as sea turtles, whales, and sea birds as tools to educate and connect youth in underserved communities on the Pacific Coast of the U.S. and Mexico. The program focuses on the migratory routes of these species as a way to illustrate the interconnectedness of oceans and ecosystems, helping students to form a global view of natural resources. Through a combination of class presentations by guest speakers, knowledge exchanges, hands-on marine science activities, journaling, and outdoor field trips,

Recommended Motion: Approve Memorandum of Understanding #CT3876 with Ocean Connectors and National School District for continuing interdisciplinary environmental education.

Financial Impact: None

Attachments:
CT#3876

MEMORANDUM OF UNDERSTANDING

Ocean Connectors, a Project of The Ocean Foundation,
and
National School District

This document will serve as a memorandum of understanding (MOU) that describes the working relationship between Ocean Connectors (OC), a fiscal sponsorship project of The Ocean Foundation, and National School District (NSD), a public school district organized and existing under the laws of the State of California. NSD and OC may each be referred to herein as a "Party" and collectively as the "Parties."

SUMMARY

National School District serves nearly 4,500 children in grades PreK-6 in National City, CA. The district is comprised of 10 public schools, all of which have partnered with Ocean Connectors since 2016 to engage students in marine science, environmental literacy, and conservation. Through presentations, field trips, and supporting curricula, students gain awareness of the connection between terrestrial and aquatic ecosystems, and the value of marine resources for humanity. All Ocean Connectors activities are aligned to Common Core, Next Generation Science Standards, and Ocean and Climate Literacy Principles.

The Ocean Connectors mission is to educate, inspire, and connect youth in underserved Pacific coastal communities through the study of migratory marine life. Continuous access to ocean science education is provided throughout National School District to build a connection between National City youth and their outdoor environment by delivering ocean STEM curricula with accompanying hands-on learning and coastal field trips. All activities are provided free of charge for students and with a level of continuity that reinforces a long-term commitment to environmental stewardship and outdoor activity. By exposing this audience to the wonders of the coastal environment from a young age, Ocean Connectors is opening doors for local students to practice stewardship in their own community and to pursue environmental and STEM career pathways.

This partnership aligns with the vision of Ocean Connectors, which is to cultivate a future generation of passionate, globally-aware, and empowered coastal residents who take active steps to enjoy and protect ocean health, as well as to the Vision, Mission, and Core Values of National School District. OC and NSD therefore work together to ensure the most effective educational learning experience possible for students taking part in the program, and to promote coastal environmental education and awareness throughout the entire school district, with tasks described below.

AGREEMENT

Representatives and Change of Leadership

- NSD Representative. NSD's designated representative shall be Dr. Sharmila Kraft, the Assistant Superintendent of Educational Services, who shall have the authority to act on behalf of the NSD, except to the extent action by the District's Governing Board is legally required.
- OC Representative. OC's designated representative shall be Frances Lang, the Executive Director of OC, who shall have the authority to act on behalf of OC, except to the extent action by The Ocean Foundation Board of Directors is required.
- Change in Leadership. In the event that leadership changes within either Party to this MOU, NSD and OC commit to preserving their responsibilities to this program and ensuring that the partnership moves forward without disruption.

Scope and Services

OC's responsibilities include the following:

- Provide presentations (two presentations per year), field trips (one per year), and supporting curricula (a minimum of three lessons) for every participating class in all ten NSD partner schools.
- Support integration of field trip activities with students' experiences in the classroom.
- Align all lesson objectives with Language Arts and Math Common Core Standards and Next Generation Science Standards.
- Develop evaluation instruments in order to measure the ongoing effectiveness of the program.
- Support the District's education objectives and to provide a representative to serve on future District Common Core and/or Science committee(s).
- Provide adult information and education to showcase program operations and actively engage NSD leadership in the OC learning experience.
- Actively pursue partnerships and funding opportunities to support continued program development and expansion to other grade levels.
- Uphold the highest standards for safety, equity, inclusion, and accommodation for all NSD students and to openly communicate with NSD regarding any issues or concerns.

NSD's responsibilities include the following:

- Work with the school sites to provide transportation for students to attend OC field trips, including special needs students to ensure equitable access and full inclusion.
- Provide assistance with evaluation of OC's programs, including pre and post assessments to be administered electronically and access to anonymous student data already collected by NSD, as pertains to student participants in the program.
- Facilitate communication with students and staff at all NSD schools by distributing educational materials, flyers or other promotional materials for events and trainings.

- Provide technical assistance and access to professional development opportunities to support the continued improvement of OC's educational programs.
- Allow time and space at the school sites where OC will conduct its activities for presentations about the OC program, including Back to School Nights or other appropriate parent and family forums, at the discretion of school site principals.
- Provide office space with basic office capabilities (phone, internet, desk, meeting space, etc.) and parking for the OC van at the District Office to facilitate program implementation, as more fully detailed below.
- Provide a representative, if available, to serve on the OC Advisory Board to provide collaborative, non-binding guidance and advice at a minimum of four (4) board meetings a year
- Assist with the purchase and copying of student instructional materials as they relate to the curriculum needs of the program for students, their families, teachers, and site administrators, up to a maximum cost of \$5,000 annually.

NSD and OC mutually agree to:

- Collaborate on grant applications to support any of the following: the expansion of OC education programs, district-wide marine science education, teacher professional development, and/or other projects as deemed mutually beneficial or aligned with the missions of both organizations.
- Cooperate in studies involving the impact of OC's program on increasing student academic achievement in science when feasible and the changing attitudes and knowledge of students in coastal environmental stewardship.
- Share data and/or results of studies or evaluations conducted using NSD students pertaining to coastal environmental issues, academic science achievement, including the results of OC's field trip program evaluation.

Use of District Facilities

- Parking. NSD will provide OC with one (1) parking space at 1500 N Ave. National City, CA 91950. Parking space will be located within a secure area and will include weekend and overnight parking, however space will only be accessible to OC between the hours of 8 a.m. to 4:30 p.m. Monday through Friday during the regular school year. NSD expressly reserves the right to restrict public access to the Facility's parking lot(s) as may be reasonably required for the NSD's own programs, special events, and general operation and maintenance needs.
- Office Space. NSD will provide OC with one (1) room of office space at 1500 N Ave. National City, CA 91950 with basic office capabilities (phone, internet, desk, meeting space, etc.) between the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday during the regular school year between the months of August to June.
- Storage Space. NSD will provide OC with a minimum of one (1) portable/two (2) filing cabinets for storage purposes at 1500 N Ave. National City, CA 91950 between the hours

of 8 a.m. to 4:30 p.m. Monday through Friday during the regular school year between the months of August to June.

- Notwithstanding the provisions above or any other provision of this MOU, the Parties expressly acknowledge and agree that NSD shall have priority use rights over the Facility at all times, including OC's scheduled weekdays. In the event that NSD disallows or rescinds OC's right to use the Facility, OC shall not be entitled to any damages or any use credit. Any and all NSD uses of the Facility shall supersede any right to use the Facility that OC may have under this MOU, and OC consents to modification of OC's use rights as may be necessary to further NSD's priority use rights.

General Provisions

- 1) OC and NSD will maintain liability insurance or self-insurance sufficient to cover the indemnification obligations under this agreement.
- 2) Both parties shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent or intentional acts or omissions of such party, its directors, officers, employees, or agents, under this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of such party, its officers, employees, or agents.
- 3) All educational materials provided by OC remain the proprietary and intellectual property of OC and may not be duplicated or disseminated without express written consent of the OC Executive Director. Any mention of OC programs or educational concepts must be credited appropriately to OC.
- 4) OC reserves the right to disallow from participation in the program anyone who damages OC property, harms others on field trips, or significantly disrupts the educational program being offered. Any such incidents shall be reported to the District for appropriate disciplinary action and due process.
- 5) In the event that leadership changes within either party to this MOU, OC and NSD commit to preserving their responsibilities to this program and to ensuring that the partnership moves forward without disruption.
- 6) Neither Party may assign or transfer all or any portion of this MOU without the prior written consent of the other Party.
- 7) The Parties hereby agree that, in the event of any dispute between the Parties relating to this MOU, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through mediation, if the Parties can agree on a mediator. The cost of mediation shall be shared equally by the Parties. Neither Party waives its rights to adjudicate this MOU in a legal forum.

Term

This agreement shall commence on August 26, 2021 through June 30, 2022, unless terminated earlier as set forth herein.

Amendments

Parties mutually agree to consult regarding amendments or issues to be addressed. The agreement may be modified by written mutual consent.

Termination

Either party may discontinue its participation under this agreement at any time, with or without cause, upon thirty (30) days advance written notice to the other party.

Counterparts

This agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Copied or scanned signatures will be deemed to have the same effect as an original.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage, prepaid, addressed to the respective parties as follows:

TO DISTRICT:

National School District
Attn: Dr. Sharmila Kraft
1500 N Ave.
National City, CA 91950

TO NONPROFIT:

Ocean Connectors
Attn: Frances Lang
PO Box 34103
San Diego, CA 92163

Governing Law and Compliance with Law

This MOU shall be constructed in accordance with and governed by the laws and decisions of the County of San Diego and the State of California. Both Parties agree to comply with all Federal, State, and local rules, regulations, laws and ordinances in the performance of their respective obligations under this MOU.

Relationship of the Parties

The Parties agree that the relationship created by this MOU is that of independent contractors. Each Party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage and other benefits of any kind, as required by law, for its own employees. OC agrees to indemnify and hold harmless NSD from any claim by an OC employee that he or she is an employee of NSD.

Fingerprinting

OC shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. OC's responsibility shall extend to all candidates, interns, employees, program staff, and subcontractors providing services under this MOU, regardless of whether such individuals are paid or unpaid, and/or acting as independent contractors. OC shall not permit any OC Party to have any contact with NSD students until OC has verified in writing to NSD that such Party has not been convicted of a felony, as defined in Education Code section 45125.1. Verification of compliance with this provision shall be provided in writing to NSD prior to each OC Party's commencement of employment or participation of programs stated herein and prior to permitting contact with NSD's students.

Drug-Free/Smoke Free Policy

No drugs, alcohol, and/or smoking are allowed at any time in any building and/or grounds on NSD property. No persons are to use controlled substances, alcohol, or tobacco on NSD property.

Signatures

In witness whereof the parties have entered into this agreement on the date last written below.

Frances Lang
Executive Director
Ocean Connectors
(805) 218-9180
frances@oceanconnectors.org

Date

Mark Spalding
President
The Ocean Foundation
(202) 887-8996
mspalding@oceanfdn.org

Date

Dr. Sharmila Kraft
Assistant Superintendent - Educational Services
National School District
(619) 336-7742
skraft@nsd.us
151-5/6146322.1

Date

Agenda Item: **18.D. Approve contract #CT3878 between National School District and Davis Demographics & Planning, Inc.**

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

Quick Summary / Abstract: Davis Demographics & Planning, Inc. will complete a comprehensive demographic study of the National School District including a demographic analysis, enrollment forecasting, geographic information system (GIS) data development, etc. Research and data compiled during the study shall be provided to the District in GIS format, including new housing, enrollment migration, student points and density/heat-map.

Recommended Motion: Approve contract #CT3878 between National School District and Davis Demographics & Planning, Inc.

Financial Impact: Contract cost: \$16,500
Additional staffing cost: \$0
Other costs: \$0
One time cost
General fund

Attachments:
CT3878



**PROPOSAL FOR
DEMOGRAPHIC STUDY**

Submitted by



OVERVIEW

Mr. Arik Avanesyans
Assistant Superintendent, Business Services
National School District

Dear Mr. Avanesyans:

We are pleased to submit a proposal for comprehensive Demographic Services that include our detailed student forecasts. We wanted to include for you some information about our firm, as well as our approach to the type of project of this nature. Most school districts are simply trying to get a handle on current enrollment as well as future enrollment. For the majority of school districts in California, that means dealing with declining enrollment.

We regularly assist school districts with declining enrollment. Our job is to provide helpful, relevant data. We've been providing demographic studies exclusively for K-12 school districts for 28 years, having now completed them for many hundreds of school districts nationwide. All our work is accomplished using GIS (geographic information system) software, because location is vital to planning (i.e. student residences, school boundary lines, program placement, these are all inherently tied to location/geography). No other Demographer uses GIS to the extent that we do.

We use the same GIS mapping software tools used by San Diego County and nearly every city and county in the U.S....ArcGIS from Esri. We've also engineered our exclusive SchoolSite software as an add-on to ArcGIS, empowering us with additional capabilities for forecasting, demographic analysis, and redistricting.

We would be very pleased to be of service to National School District.

Sincerely,



Ken Ward
Davis Demographics



OUR METHODOLOGY SETS US APART

Planning...based on your student data.

At Davis Demographics we never base our work solely on Census data or other outside community data. Why trust an out-of-date estimate (census data) about your whole community when you already have real up-to-date data about your actual student population? We use your real current and historical student data to create custom datasets that give you real insight into your students and schools.



<https://vimeo.com/234361962>

Planning...based on small neighborhood geography.

For over a quarter century Davis Demographics has been proving to school districts that planning is done best when based on where students LIVE rather than based on where students are ENROLLED. Once there's a clear understanding of where your students reside versus where they attend school, you begin to uncover patterns and insights likely never-before-seen in your student data and school mapping.

Planning...based on the world's #1 mapping software.

Esri Geographic Information System (GIS) mapping technology is the world standard. It provides more than 350,000 organizations — including thousands of school districts - with a better understanding of their district's data. Esri is used by your county and by nearly every county in the nation. Why is this important? Your local city, county, and state agencies all use Esri GIS software, making it easy to obtain data you need (parcels, streets, much more) for successful planning.

Planning...powered by SchoolSite software.

Our 30+ year history with ESRI has allowed us to build our SchoolSite school planning add-ons to Esri GIS. SchoolSite empowers school planners with powerful tools to take total control of the modifying factors in their student forecasts and create unlimited "What-If?" scenarios in the school zone redistricting process.

Planning...based on years of experience.

Davis Demographics' team has over 100 years of combined school planning experience with school districts ranging in size from 1,000 to 175,000 students. With 28 years of experience and with clients currently in 34 states, our team has worked with school districts that are under every type of unique challenge. A majority of our clients are experiencing growth or decline in enrollment.

Planning...with accuracy.

School districts no longer need to settle for forecasts with a set of high-medium-low range that 'guarantee' accuracy because they are aiming for the broadside of a barn. Student forecasts are a lot like weather forecasts. Both glance into the future in order to inform you of how best to PLAN for the future. You couldn't plan your day with a weather forecast with high temperatures ranging somewhere between 45 and 95 degrees and you don't need to plan that way for the future of your district. Forecasts from Davis Demographics are well known for bullseye accuracy.

Planning...when you need it.

A up-to-date student forecast study is critical to the planning success of any school district experiencing growth, decline, or other challenges. The information derived from the report is of crucial value to decision-making that follows, particularly when it is location-based, as many decisions are. These location-based decisions include redistricting, school closure, building a new school, program placement, and much more. We will provide your district with all the data, maps, and reporting required within the expected time frame.

EXPERIENCE...with K12 school districts, their planning needs.

For 28 years, Davis Demographics has been doing ONE THING, and that is to assist public school districts with their planning efforts. Over the course of these 27 years, we have assisted hundreds of school districts with that very one thing, helping them with their planning and demographic needs. We've expanded to three offices, grown to a staff of 20, and have assisted school districts in 40 states. We're currently providing professional planning services in 23 states, and supporting users of our SchoolSite software in 34 states and Canada.

Each year, we concurrently work on dozens and dozens of school district projects that typically involve student forecasting, but may also involve student data analytics, school boundary adjustments, meetings, presentations, etc.

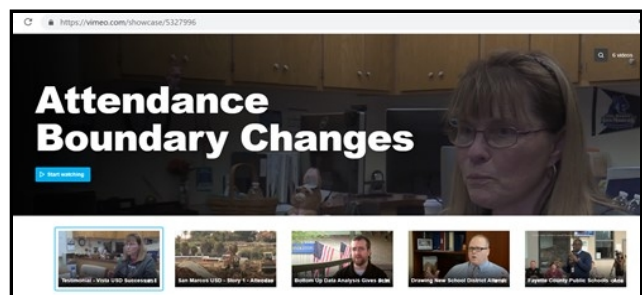
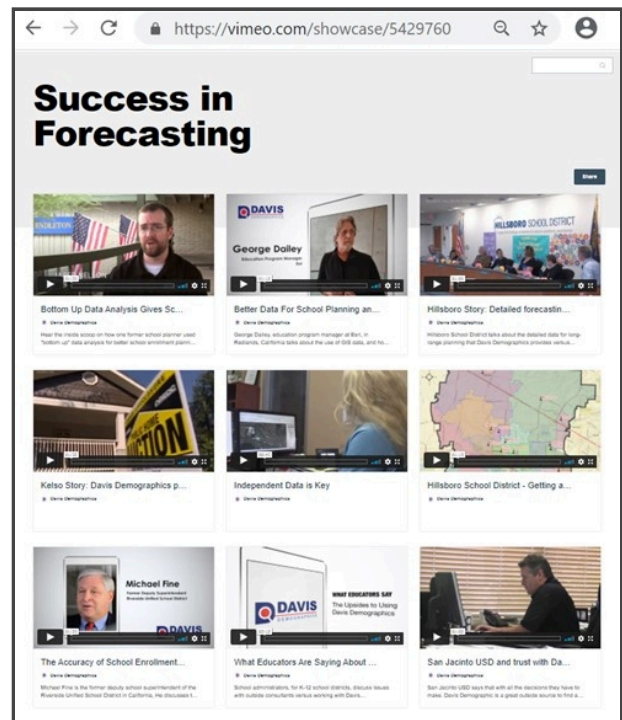
1-minute Testimonial Videos

<https://vimeo.com/showcase/5429760>

Success in Forecasting

<https://vimeo.com/showcase/5327996>

Attendance Boundary Changes



WHAT HAPPENS WHEN?

The following timeline is an estimate based on the the needs and objectives of National School District. Davis Demographics can make adjustments to the timeline to meet deadlines/milestones. Anticipated contract start might be late summer 2021.

PROJECT TASK	TIME FRAME
Data collection, data creation, and research for forecast factors. Typical on-site visits with school district and planning departments may continue to have restrictions due to COVID-19. Nonetheless, all tasks can be accomplished remotely if needed.	August(?) 2021
Preparation of 2021 Fall Student Data	October 2021
Initial maps, tables, and analytics	Nov 2021
Initial high-resolution forecasts	January 2022
Final high-resolution forecasts + presentation to Board	Feb 2022
Other charts, analytics, maps, etc.	Feb 2022
Discussion of any next steps	March 2022

What happens during my project?

Davis Demographics provides a team of expert consultants that matches National School District's priorities for planning, and carries out the activities described here in a timely manner, yet with attention to detail.

Our forecasts and analysis are not just tables and charts like so many other demographers. We prepare your data, and the subsequent report, to be a visual representation of how your district is changing. This analysis includes information that is critical to the goals and initiatives of the district. The data derived from the forecasts will be crucially important during any potential rezoning phase.

Comprehensive student forecasting takes some time, quite honestly. The process also requires a dedicated project manager who sets about to know your district staff, the community, and any project challenges. If there is one word to describe our process it is "collaborative." We start and end the process with in-person onsite meetings* with the district stakeholders. We also meet with city and county planners, and residential developers in the area. (*following COVID-19 guidelines)

At the conclusion of the forecasting portion of the project, we'll have in place extensive mapping resources that are powered by critical data. The data can be highly useful for ongoing planning efforts, if you would like to use it in that way.

FINEST SCHOOL-PLANNING SOFTWARE IN THE INDUSTRY

Specialized GIS software: One of Davis Demographics' greatest resources

For those unfamiliar with Esri, their ArcGIS mapping software is the standard GIS (geographic information systems) software used throughout the United States, and much of the world. Virtually every city, county, state, and federal government agency that uses GIS uses ArcGIS. This is important to a school district because when you need data regarding your area, it is generally available quickly, inexpensively (often free), and in the proper format.

Davis Demographics has been an Esri business partner since 1989. **We don't just use GIS software, we pioneered it's use in the school planning industry, including the development of our unrivaled SchoolSite planning software.** With ArcGIS and SchoolSite, we are able to see more, understand more, leverage more data, and provide the school district client with the greatest experience from a demographic study. Davis Demographics is the premier business partner with Esri in the K12 Education field.



"As an early adopter of GIS technology, Davis Demographics has worked with Esri since the mid 1980s, delivering many of the first school administrative demographic and planning applications. SchoolSite for ArcGIS illustrates the continuing commitment that Davis Demographics has given to providing K-12 school administrators with the most up-to-date planning solutions based on Esri technology."

— Jack Dangermond, Esri Founder and President

Esri Founder Jack Dangermond (left) and Davis Demographics Founder Greg Davis (right)

EXCITING NEW DELIVERABLE

Davis Demographics is proud to have the industry's most advanced and innovative communication and reporting for your demographic study.

Welcome to the Atlas!

The Atlas provides you with data from your project as it is created by Davis Demographics' staff well before the final report is ready. For the first time, you can interact with your data, verify it, ask questions, and explore the district with the eyes of a demographer.

We believe an Atlas more than speaks for itself. To view a sample Atlas, please type this link into a web browser or click the link and use the login credentials below when prompted to sign into ArcGIS Online

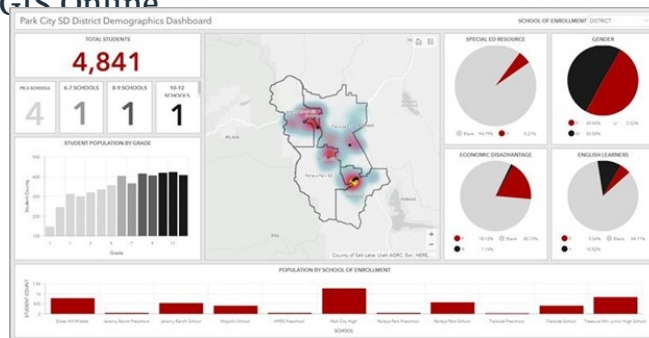
URL

tinyurl.com/4z24b38y

ArcGIS Online Credentials

Username: DavisPortal

Password: 265portal265



Your Atlas will be loaded with student, demographic, economic, housing, and many other types of data. This data will be presented in maps, tables, charts, and several dashboards (imagine the Johns Hopkins COVID dashboard we all saw in 2020 but with data about National School District). Your Atlas is also a communications tool between you and your Davis Demographics team. You can see the status of the project, schedule an appointment with the team, send a message, upload and verify data, and learn about Davis' methodology. All of the data and reporting about your facilities, district transfers, projections, housing and so much more will be prepared for you in the Atlas.

National School District will be able to benefit from the data and analysis for the project well before the report goes to the district leadership and governing board in early 2022. **The benefits of your investment will start as early as summer 2021.**

MEET OUR Staff

Davis Demographics employs a staff of 19, with offices in Riverside CA, Dallas TX, and Phoenix AZ. In 28 years, we have grown to be the nation's premier K12 Demographer, having served hundreds of school districts in 40 states. We've partnered with Esri (GIS mapping) for over 30 years, longer than any other demographer. Esri tools and our own specialized school planning add-ons give us unrivaled geospatial analytic capabilities, with the unique "where" perspective so important to planning.



The personnel of Davis Demographics are highly-skilled Demographers, Analysts, and Statisticians, holding degrees in Geography, Urban Planning, Land Management, and other fields. They are empowered with the most advanced analytic tools in the industry, including Esri ArcGIS and Davis' exclusive SchoolSite software. With these tools and expertise, our team is able to dig deeper, leverage more data, discover more, process more, and accurately model and simulate the future of your school district.

In ways that no other Demographer can.



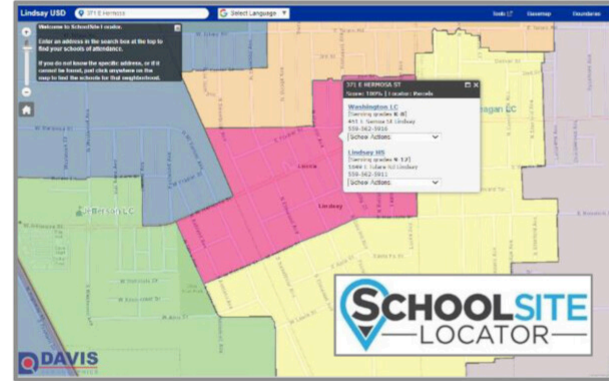


SCHOOLSITE LOCATOR

Boundary Lookup application allowing input of addresses, and returning highly-accurate results. Boundary setup can be drawn to the highest level of accuracy, right down to the individual parcel. Results give school of assignment, school contact information, “out of district” if the address is outside LUESD. SchoolSite Locator is built on [Esri](#) GIS mapping technology, the best in the world. Esri GIS is used by Kings County and nearly every city/county/municipality in the U.S. That’s why we’ve built SchoolSite Locator on Esri technology.

Samples:

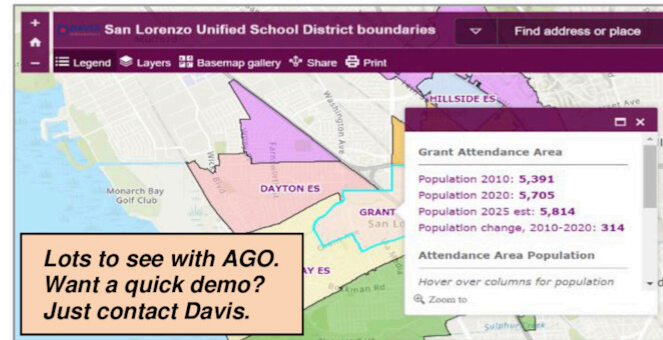
- [Lindsay USD](#) (pictured, right)
- [Sanger USD](#)
- [Kings Canyon USD](#)



ARCGIS ONLINE

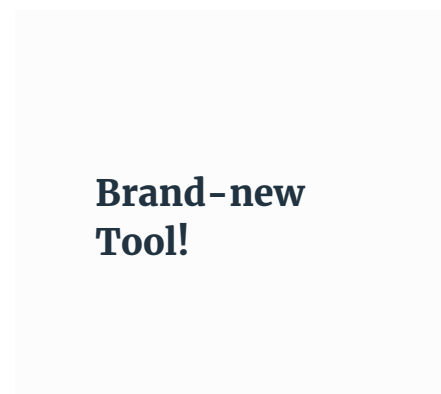


“AGO” is a sophisticated web-based GIS. Versatile enough to be used by GIS professionals, user-friendly enough to be used by all the rest of us who are not GIS professionals. Analytics and mapping at your fingertips. AGO presents data in beautiful charts and tables, and intuitive clickable maps. Davis Demographics will “drive” this high-powered race car for you (we’ll manage all the data).....you just hop in the car and experience the ride. You’re going to be impressed.



BoundarEase

BoundarEase allows you to make changes to your school attendance boundaries quickly and easily. As you make changes, you will be given instant and dynamic feedback on the impact of the changes you are making. BoundarEase gives your boundary change process unlimited “what-if” potential.



ONLINE BOUNDARY PLANNING

You can take your boundary review process into your own hand with this online tool.



EASY TO USE

BoundarEase was made with you in mind. This online tool is powerful but simple to use.

CASE EXAMPLES

Davis Demographics has served as the demographer for hundreds of school districts across the country. Below are three sample reports to reflect the work for different types and sizes of school districts.

PLEASE CLICK ON THE DISTRICT LOGO TO SEE A SAMPLE OF THEIR FINAL REPORT.



South Bend Community Schools Corporation

SOUTH BEND, INDIANA

South Bend paid special attention the racial equity when making decisions based on their demographic report.



FAYETTE COUNTY PUBLIC SCHOOLS

Fayette County Public Schools

LEXINGTON, KENTUCKY

Fayette is a large county school district.



Pasadena Unified School District

PASADENA, CALIFORNIA

Pasadena USD had to make hard choices about what to do with under-enrolled schools.

DELIVERABLES

Our fees are based on the time required for the overall project, and will be billed at the all-inclusive fixed rate of \$170.00 per hour. Any expenses for travel, meals, lodging, printing, and report production are included in this rate.

PROJECT DELIVERABLES

PRICE

Demographic Study / Student Forecasts

\$16,500

- Geocode student address points from 4 consecutive Fall school years
- Update streets, parcels, student yield factors, small planning areas, create attend/reside reports, extensive GIS mapping
- **Research/Analysis of all housing starts** and planned housing, recent demographic information, population and household growth/decline.
- Use of district-supplied student yield factors (or we can generate a custom updated set of student yield factors for an additional \$6,800)
- Create 10-year detailed student forecasts based on student residency

(we create a 1-year forecast, a 2-year forecast, a 3-year forecast, and so on.....all the way up to 10 years)

Our Demographic Studies are more comprehensive, more detailed, and quite simply more useful than any other study prepared by another Demographer. We know this because we have heard it said to us over and over again, from school districts that have previously used another firm.

- Two on-site visits* with District staff. (One at the start of the project and one upon completion to present our findings.)
- (*subject to current COVID-19 guidelines)
- Final Report with methodology, data utilized, discussion of findings.
- Research and data compiled during the study shall be provided to District in GIS format, including new housing, enrollment migration, student points and density/heat-map.

-A variety of maps, tables, and charts suitable for copying/pasting into presentation programs such as PowerPoint.

- **The Atlas** interactive portal (pg 7) and **SchoolSite Locator** (pg 9) included complimentary through the project (June 2022)

SAMPLE: [Chula Vista ESD](#), [Sweetwater UHSD](#)

SchoolSite Locator would be a subscription service (\$1,295/yr) after 6/30/22

OPTION: also update your STREETS in your Aeries SIS using San Diego Co parcel data. Numerous school districts are loving this service. Additional \$1,605, let's talk further.

TOOLS on Page 9.....we can discuss further.

All tasks this page
\$16,500

Agenda Item:

19. BOARD/CABINET COMMUNICATIONS

Agenda Item: **20. ADJOURNMENT**