



; c j Yfb]b[ '6 cUfX'  
5 [ YbXU

GYdhYa VYf', ž&\$&%

### K YWta Y

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

### Ci f'; c j YfbUbWfHYUa '

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.

### H [jg'a Yf]b[ 'a UmVYfWfXYX'

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.

### **A YHj b[ '7 cbXi WÁ**

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.

### **GdYU ]b[ 'hc 'h Y6 cUX'**

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.

### **7 ca d' ]UbW'k ]h '5 a Yf ]Ubg'k ]h '8 ]gUV' ]H'Yg' 5 Wí**

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.

### **HfUbg' U]cb'GYfj ]Wg'**

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.

### **9ei U' Cddcfli b]m9a d'cnYf'**

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.





**F9; I @F'A99HB; 'C: 'H<9'; CJ9FB-B; '6C5F8Á**

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

Wednesday, September 8, 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/F4xHSsrNVfc>

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

**5; 9B85Á**

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**

**3. 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.

**4. ADJOURN TO CLOSED SESSION**

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

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

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

**6. RETURN TO OPEN SESSION - 6:00 P.M.**

**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

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

Ms. Maria Dalla,  
Board President

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

### 13.A. Minutes

#### 13.A.I. Approve the minutes of the Regular Board Meeting held on August 25, 2021.

Dr. Leighangela  
Brady, Superintendent

### 13.B. Administration – None

Dr. Leighangela  
Brady, Superintendent

### 13.C. Human Resources

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

### 13.D. Educational Services

#### 13.D.I. Approve contract #CT3875 with Academic Cognitive Connections to provide an Independent Education Evaluation for student #3711242.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**13.E. Business Services**

**13.E.I.** Adopt Resolution #21-22.09 for Gann Appropriations Limit for the 2021-2022 fiscal year.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**13.E.II.** Authorize membership for District Administrators in the Association for Supervision and Curriculum Development for the 2021-2022 school year.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

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

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services  
Dr. Leighangela  
Brady, Superintendent

**14. GENERAL FUNCTIONS - None**

**15. EDUCATIONAL SERVICES**

**15.A.** Discuss clarifications to the National School District's Local Control and Accountability Plan 2021-2024. (Exhibit B)

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

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

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**15.C.** Approve Memorandum of Understanding #CT3879 with Jewish Family Service to provide parent workshops for the National School District for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**15.D.** Approve contract #CT3880 with Olivewood Gardens & Learning Center to provide parent workshops for the National School District for the 2021-2022 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**15.E.** Approve agreement #CT3882 with Expatiate Communications Inc. to participate in the iTAAP software pilot program in collaboration with the South County Special Education Local Area Plan and the San Joaquin County Office of Education.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**16. HUMAN RESOURCES**

**16.A.** Approve the appointment of the attached Peer Assistance and Review (PAR) Council members for the 2021-2022 school year.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**17. BUSINESS SERVICES**

**17.A.** Approve the 2020-2021 Unaudited Actuals Financial Reports. (Exhibit C)

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**17.B.** Approve Budget Restructuring Plan as attached.

Mr. Arik Avanesyans,  
Assistant  
Superintendent,  
Business Services

**18. BOARD/CABINET COMMUNICATIONS**

**19. ADJOURNMENT**

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

Agenda Item: **2. CLOSED 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: **3. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

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

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

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

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

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

Agenda Item: **6. RETURN TO OPEN SESSION - 6:00 P.M.**

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 25, 2021 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

<b>Introduce &amp; Welcome 9/8/21</b>		
<b>Name</b>	<b>Position</b>	<b>Location</b>
Luis Lopez	Custodian-Day	Kimball School
Kenia Mendiola	Preschool Teacher	Palmer Way School
Suzanne Pearce	Teacher of Special Day Class-Early Childhood	Olivewood School
Gloria Ramirez	Instructional Assistant-Special Education	Central 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 25, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Board Minutes- 08/25/2021

**B5 HCB5 @G7 < CC @8 =GHF 7 H  
A]bi H'g'cZH YFY[ i `Uf`A YH]b[  
; CJ9FB-B; `6 C5 F8**

August 25, 2021

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://youtu.be/WaJwUekyKgo>

## **1. CALL TO ORDER**

Board President, Ms. Maria Dalla, called the meeting to order at 4:01 p.m.

## **2. CLOSED SESSION ROLL CALL**

### **Attendance taken at 4:01 p.m.:**

#### Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Alma Sarmiento

#### Absent:

Ms. Michelle Gates

Ms. Rocina Lizarraga

#### Updated Attendance:

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

Ms. Vanessa Ceseña took roll call.

## **3. PUBLIC COMMUNICATIONS**

None.

## **4. ADJOURN TO CLOSED SESSION**

## **5. CLOSED SESSION**

Closed session was held from 4:01 p.m. to 5:15 p.m.

In closed session, the Governing Board voted unanimously (4 yes, 1 absent) to approve terms of a compromise agreement and release in OAH Case No. 2021060010. The agreement included fees, independent educational evaluations, and compensatory education, in exchange for a waiver of claims against the District.

## **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. OPEN SESSION ROLL CALL**

### **Attendance taken at 6:02 p.m.:**

#### Present:

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

#### Absent:

Ms. Michelle Gates

Ms. Vanessa Ceseña took roll call.

## **10. PRESENTATIONS**

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

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

Board President, Ms. Maria Dalla, presented Ms. Andrea Gallegos 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. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Approve Consent 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

Absent 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 August 11, 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**

## **14. GENERAL FUNCTIONS**

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

**Motion Passed:** Adoption of Memorandum of Understanding #CT3877 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

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Approval of contract #CT3881 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

### **15.A. Adopt Board Policy 0415 - Equity.**

**Motion Passed:** Adoption of Bard Policy 0415-Equity 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

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

## **16. EDUCATIONAL SERVICES**

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

Dr. Kraft shared a presentation based on student performance data for the 2020-2021 school year.

**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.**

Board President, Ms. Maria Dalla, opened the public hearing at 6:43 p.m.

Dr. Kraft provided background on the item. There were no public speakers.

Board President, Ms. Maria Dalla, closed the public hearing at 6:44 p.m.

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

**Motion Passed:** Adoption of Resolution #21-22.06 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

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Approval of contract #CT3870 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

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Approval of contract #CT3863 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

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento



**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 fiscal year 2021-2022.**

**Motion Passed:** Adoption of Resolution #21-22.07 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

**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.**

**Motion Passed:** Approval of Agreement #CT3873 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

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Approval of contract #CT3872 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

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

**17. 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.**

Board President, Ms. Maria Dalla, opened the public hearing at 6:49 p.m.

Mr. Avanesyans provided background on the item. There were no public speakers.

Board President, Ms. Maria Dalla, closed the public hearing at 6:50 p.m.

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

**Motion Passed:** Adoption of Resolution #21-22.08 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

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Following discussion, approval of Memorandum of Understanding #CT3876 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

The approved contract will be signed by Mr. Arik Avanesyans, Assistant Superintendent, Business Services.

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

**Motion Passed:** Following discussion, approval of contract #CT3878 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

Absent Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

## **19. BOARD/CABINET COMMUNICATIONS**

Ms. Lizarraga welcomed the new employees and wished everyone a good night.

Ms. Sarmiento welcomed the new employees.

Ms. Betancourt-Castañeda welcomed the new employees and wished happy birthdays Mr. Avanesyans and her son, Ernesto Castañeda. She wished everyone a good evening.

Mr. Avanesyans thanked everyone for the birthday wishes. He informed the Governing Board that he will be sharing follow-up information from his last transportation department presentation at a future meeting.

Dr. Hernandez welcomed the new employees.

Dr. Kraft welcomed the new employees and shared her experience at the Ira Harbison School visit. She wished everyone a good night.

Dr. Brady shared information regarding COVID-19 positive cases, Williams visits results, Student Roundtable, and information from an article regarding new laws surrounding quarantine. She wished Mr. Avanesyans and Dr. Segura happy birthdays.

Ms. Dalla wished Mr. Avanesyans and Dr. Segura a happy belated birthday. She expressed how heartwarming it was seeing children and parents walking to school around the community. She encouraged everyone to keep safe and wished everyone a good night.

## **20. ADJOURNMENT**

Closed session was held from 4:01 p.m. to 5:15 p.m.

In closed session, the Governing Board voted unanimously (4 yes, 1 absent) to approve terms of a compromise agreement and release in OAH Case No. 2021060010. The agreement included fees, independent educational evaluations, and compensatory education, in exchange for a waiver of claims against the District.

Board President, Ms. Maria Dalla, adjourned the meeting at 7:04 p.m.

---

Clerk of the Governing Board

---

Secretary to the Governing Board

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: None

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

**79FH 75H98 GH5 : : F97CAA9B85 HCBG**  
**September 8, 2021**

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

**Employment**

None				
------	--	--	--	--

**Temporary Employment**

1. Terrie Blunk	Impact Teacher 4 hours per day not to exceed 125 days per year Palmer Way School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
2. Rebecca Cardoza	Impact Teacher 4 hours per day not to exceed 125 days per year El Toyon School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
3. Linda Cartwright	Impact Teacher 4 hours per day not to exceed 125 days per year Olivewood School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
4. Jodene Devan	Impact Teacher 4 hours per day not to exceed 125 days per year El Toyon School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
5. Wendy Elliott	Impact Teacher 4 hours per day not to exceed 125 days per year Lincoln Acres School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
6. Ana Jara	Impact Teacher 4 hours per day not to exceed 125 days per year Las Palmas School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
7. Angelica Newbold	Impact Teacher 4 hours per day not to exceed 125 days per year Las Palmas School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
8. Catherine Pfizenmaier	Impact Teacher 4 hours per day not to exceed 125 days per year Las Palmas School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds

9. Krisvell Sanchez	Impact Teacher 4 hours per day not to exceed 125 days per year Ira Harbison School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
10. Barbara Sapper	Impact Teacher 4 hours per day not to exceed 125 days per year Las Palmas School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
11. Lynn Stacey	Impact Teacher 4 hours per day not to exceed 125 days per year Rancho de la Nación School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
12. Janice Stejskal	Impact Teacher 4 hours per day not to exceed 125 days per year Palmer Way School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
13. Maria Vazquez-Wolfe	Impact Teacher 4 hours per day not to exceed 125 days per year Las Palmas School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds
14. Natalie Yacoo	Impact Teacher 4 hours per day not to exceed 125 days per year Lincoln Acres School	September 9, 2021 to June 9, 2022	Daily Impact Teacher Rate of \$164.48	School Site Funds

**Additional Duties**

15. Angela Franco	English Learner Site Liaison Kimball School	2021– 2022 school year	\$1000 per year	Site Funds
16. Yvonne San Martin- Vallejo	English Learner Site Liaison Ira Harbison School	2021– 2022 school year	\$1000 per year	Site Funds
17. Aaron Schall	Technology Site Liaison Ira Harbison School	2021– 2022 school year	\$1000 per year	Site Funds

**Contract Extension/Change**

None				
------	--	--	--	--

**Leave of Absence**

None				
------	--	--	--	--

**7 @ GG- 98 'GH5 : : 'F97 CAA9B85 H-CBG'**  
**September 8, 2021**

**Name                      Position                      Effective Date                      Placement                      Funding Source**

**Employment**

18. Carolina Chavez	Instructional Assistant- Health Care 3.25 hours per day 210 days per year Las Palmas School	September 10, 2021	Range 18, Step 1	General Fund
19. Cynthia Zavala	Office Technician- School 8 hours per day 223 days per year Rancho de la Nación School	September 10, 2021	Range 19, Step 1	General Fund

**Temporary Employment**

None				
------	--	--	--	--

**Additional Duties**

None				
------	--	--	--	--

**Contract Extension/Change**

20. Anett Arellano Garcia	From Transportation Student Attendant Transportation Department to Instructional Assistant- Health Care 3.25 hours per day 210 days per year Central School	September 9, 2021	Range 18, Step 1	General Fund
21. Alma Dagger	From Campus Student Supervisor 2 hours per day El Toyon School to Campus Student Supervisor 3 hours per day 210 days per year El Toyon School	September 9, 2021	Range 8, Step 1	General Fund



22. Cristhiane Morineau	From Instructional Assistant-Special Education Olivewood School to Instructional Assistant-Preschool 3.25 hours per day 210 days per year El Toyon School	September 9, 2021	Range 16, Step 1	General Fund
23. Alberto Salas	From Campus Student Supervisor 2 hours per day El Toyon School to Campus Student Supervisor 3 hours per day 210 days per year El Toyon School	September 9, 2021	Range 8, Step 1	General Fund

**Leave of Absence**

24. Yvette Olea	Information Compliance Specialist District Office	August 31, 2021 to February 28, 2022	Intermittent FMLA	
-----------------	--	--	----------------------	--

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

AA

<b>Resignations 9/8/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Wendy Figueroa	Campus Student Supervisor	El Toyon School	August 13, 2021
Marla Sandoval	Library Media Specialist	Las Palmas School	September 8, 2021
Shannon Zupan	Enrichment Teacher	District Office	August 20, 2021

<b>Retirements 9/8/21</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
None			

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

Agenda Item: **13.D.I. Approve contract #CT3875 with Academic Cognitive Connections to provide an Independent Education Evaluation for student #3711242.**

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

Quick Summary / Abstract: Approval of this item will allow student #3711242 to receive an Independent Education Evaluation (IEE) in the area of psychoeducation.

The terms of the contract are from September 9, 2021 through June 31, 2022.

Comments: Per federal regulations, school districts are required to inform parents of a child with a disability of their right to obtain an independent educational evaluation [34 C.F.R. §300.502(a)(2),(a)(1)].

An IEE is broadly defined as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.502(a)(3)(i). An IEE may include evaluation of skills related to a child's educational needs including psychoeducation.

The student's Individualized Education Program (IEP) team, which includes the parents and appropriate school district personnel, will consider the IEE, along with the school based educational assessments, in making decisions regarding the child's educational needs.

Financial Impact: Contract cost: Not to exceed \$3,710  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund - Special Education

Attachments:  
CT3875

o EFÁ...EEÁ...í EEÁ...EEÁ...í EFÁ...HFGÁ...í EEÁ...EEÁ...Á EGGÁ q  
Fund Res Goal Function Object Site

Contract No. Á ÖVHIIÁ

### BU]cbU`GW cc`8 ]gh]WÁ -bXYdYbXYbh7 cb]fUWcf5 [ fYYa YbhÁ

V@ Áe !^^{ ^} dÁ Á@!^á^ Á} c!^áá q Á^c ^^} Á@ BU]cbU`GW cc`8 ]gh]WÁ Fí EEÁ Ác^} ^ ÉÁ  
Pae] } aÁÖä EÖÖÁ FJí EE@!^á ae^!Á^!|^áÁ Áe ÁÖÖ d&EÁ} aÁ

CEaa^ { aÁÖ [ \* } aä^ÁÖ [ } &^c } •Á UUÁÖ [ cÁFFG-FÁ  
Ö [ ] d&e] Á Vae] ae^!ÁÖÁ { ^!Á T aä \* ÁÖä!^••Á  
Ö@ |aÁkã caÁ ÖÖÁ JFJGFÁ E@!^á ae^!Á^!|^áÁ Áe ÁÖ [ ] d&e] ÉÁ  
Öä Á Üae^Á Zä ÁÖ [ ^!Á

K <9F95 GEÖä d&e] Áe c@!^á^ Á^ Á^ &e] Á Heí EÁ Á@ ÁÖä] |} aÖ [ c^! ] { ^} dÖ [ á^ Áe Á] d&e] Á  
, aÖ } aÁ { ] | ^ Áe ^ Á^! • [ ] • Á | Á@ Á^! } a @ \* Á Á^ ] ^ &e] Á^! cÁ • Áe } aÁe cÁ Áe Áe { ä ä d&e] Á  
{ ae^! • ÉÁ Á^ &@! ^! • [ ] • Áe Á^ ] ^ &e] Á^! cÁ } aÁe } aÁ c^! | a } &^ aÁe } aÁe { ] ^c } dÁ Á^! | { Á@ Á  
• ] ^ &e] Á^! cÁ • Á^ ~ a^! Áe } aÁ

K <9F95 GEÖä d&e] Á Á^! Á^ Á^ &@! ^ &e] Á^! cÁ • Áe } aÁe cÁ Áe } aÁ

K <9F95 GEÖ [ ] d&e] | Á Á^ ] ^ &e] Á^! cÁ } aÁe } aÁ c^! | a } &^ aÁe } aÁe { ] ^c } dÁ Á^! | { Á@ Á^ ] ^ &e] Á  
• ^! cÁ • Á^ ~ a^! Á^ Á@ ÁÖ d&e] Á^ &@! ^! cÁ • Áe Á^! Á^! Áe } aÁe } aÁe } aÁ

BCK ŽH<9F9: CF9 E@ Á ae^! Áe !^^ Áe Á | | , • KÁ

FÈ V | Á | | cã Áe ÁÖ! ^} á} cÖá &ae] } ÁÖae^ ae] } ÁÖÖDÁ | Ác á^} cÁHí FFG G  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GE V! { ÉÁÖ [ ] d&e] Á • @] Á & { { ^} & ÁÁ | | cãä \* Á^! cÁ • Á^ } a^! ÁÖÖ Á CE! ^^ { ^} cÁ ]  
U] c^ } a^! ÁÁ ÉÁ GEGFÁ ÉÁe } aÁ q | Ááá ^} d^ Á^! | { Áe Á^ ~ a^! Áe } aÁ  
& { ] ^c Á^! | { } a & Á^ Á R } ^ Á FÁ ÉÁ GEGGÁ ÉÁ

HÈ Ö [ { ] ^} • ae] } ÉÁÖä d&e] Áe !^^ Áe Á] ae Ác@ ÁÖ [ ] d&e] | Á | Á^! cÁ • Áe ae^! cÁ } q Á^ } a^! Á  
] ^! • a } dÁ Á@ ÁE! ^^ { ^} cÁe } aÁ^ Á [ dÁ Ác & Á^! Á@ Á^! cÁ • a Á^! cÁ } a^! Áe } aÁ } Ö [ | | ae^!  
ÖÁÉ FEEÁ ÉÁÖä d&e] Áe ÁÖ [ ] d&e] | Áe & | ää \* Áe Á@ Á | | , ä \* Áe! { • Áe } a  
& { } aä } • KPE











Á  
Á  
Á  
Á  
Á

V@ÁE!^^{ ^} óÁ) c!^áÁ q Á@Á JÁ áæ Á-Á Ù] c{ à^!Á ~~ÁÁÁÁÁÁ~~

Á  
Á  
Á

B5HCB5 @G7 <CC @8 -GHF ÷ H'

7CBHF57HCFÁ

.  
. .

Ùã } æ!^Á-ÁE c@!ã^áÁE^} óÁ

Ùã } æ!^Á-ÁE c@!ã^áÁE^} óÁ

Á

OEã ÁÇæ ^•^ æ•Á

PæãáÓ!æ } ÈT ÈÛÈŠÒÚÈÓÙP ÚÈÓÓÓÁ

V^] ^áÁ!Á!á c^áÁæ ^Á

V^] ^áÁæ ^Á

Á

OE•ã çæ óV ] ^!á c} á^} óÓ•ã ^••Á^!çæ^•Á

Ù[ &áÁ^&!æ Á!Áæ] æ^!ÁÓÈ] ÈÁ

Vá^Á

Á

6cUX'5ddfcj U'8UHYÁÁÁÁ Á

ïï €Á € ÈGFI Á

ÇE^æÓ[ á^ÁV^] @} ^Á~{ à^!Á

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

Agenda Item: **13.E.I. Adopt Resolution #21-22.09 for Gann Appropriations Limit for the 2021-2022 fiscal year.**

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

Quick Summary / Abstract: This resolution serves as public notice that appropriations in the Budget for the 2020-2021 and 2021-2022 fiscal years do not exceed the limitations established by the Gann Amendment. The Gann Amendment limits the total appropriations by all state and local governments to the previous year's appropriations limit adjusted for changes in inflation and population.

Comments: In November of 1979, the California Electorate adopted Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution.

Calculations were made in compliance with the State Constitution, Amendment XIII-B of 1979 and are on file in Business Services.

Attachments:  
Resolution #21-22.09

# National School District

## Resolution

**#21-22.09**

### **RESOLUTION ESTABLISHING THE GANN APPROPRIATIONS LIMIT FOR THE 2021-22 FISCAL YEAR.**

National School District, San Diego County ON MOTION OF Member \_\_\_\_\_ , seconded by Member \_\_\_\_\_.

**WHEREAS**, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

**WHEREAS**, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

**WHEREAS**, the District must establish a revised Gann limit for the 2020-21 fiscal year and a projected Gann Limit for the 2021-22 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2020-21 and 2021-22 fiscal years are made in accord with applicable constitutional and statutory law;

**AND BE IT FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 2020-21 and 2021-22 fiscal years do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

September 8 , 2021

Resolution #21-22.09  
September 8, 2021  
Page 2

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California, this 8th day of September 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

September 8 , 2021

Agenda Item: **13.E.II. Authorize membership for District Administrators in the Association for Supervision and Curriculum Development for the 2021-2022 school year.**

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

Quick Summary / Abstract: Membership in Association for Supervision and Curriculum Development (ASCD) provides individuals with access to ASCD monthly Educational Leadership Journal, Education Update Newsletter, Curriculum Update Newsletter, and five free books each year. Members also have access to the ASCD website, which provides access to research-based materials, search capabilities, and archived information on educational trends and strategies at the K-12 level.

Comments: ASCD is a national organization that provides research-based information to professional educators on a series of current topics and trends in education related to leadership, instruction, staff development, and curriculum. Through monthly publications, consortiums, conferences, and video-based staff development programs, educators have access to various perspectives in modern education, both locally and internationally.

Education Code Section 35172 only allows for the payment of memberships for schools or associations. There is no specific authority for the payment of individual memberships; therefore, governing boards must take specific action to approve the use of District funds for this purpose.

Membership costs: \$89 per individual membership  
Individual department discretionary budgets

This approval is to authorize membership . The Board will approve the purchase of individual memberships through the purchase order system.

Agenda Item: **13.E.III. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

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

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

Attachments:  
Exhibit A

Agenda Item: **14. GENERAL FUNCTIONS**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: None



Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Discuss clarifications to the National School District's Local Control and Accountability Plan 2021-2024. (Exhibit B)**

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

Quick Summary / Abstract: During the review and approval process the San Diego County Office of Education (SDCOE) requested written clarifications to the submitted Local Control and Accountability Plan (LCAP).

On August 13, 2021 the SDCOE sent a letter to the Governing Board President regarding clarifications needed to the Board approved LCAP 2021-2024.

District staff worked closely with SDCOE in accordance with Education Code sections 52070 and 52070.5, and submitted the attached clarification table on August 20, 2021 to SDCOE.

These clarifications do not significantly change the intent of the Board approved LCAP; therefore, these clarifications are being presented to the Governing Board as information only, and will be posted publicly with the Board approved LCAP.

Attachments:

Exhibit B

National LCAP Clarification Table

SDCOE LCAP Clarification Table  
2021-2024 LCAP

District: National  
Date: August 6, 2021

By August 20: The following items need clarification in your 2021-2024 LCAP. If the response you submit is determined to be sufficient, you will be notified by SDCOE.

LCAP Page #	Item Description	Date sent to district: 8/6/2021	Date received from district: 8/26/2021	Date sent to district:	Date received (if needed):
		Clarification needed/ question	District response	COE response to District	Additional District response (if needed)
<b>Budget Overview for Parents</b>					
Pp 1,4,6,38, 59	Expenditures for High Needs Students in 2020-21	Actual expenditures for high needs in LCP do not match LCP detail & expenditure table; related to amounts from In-Person instructional offerings actions, page 38 (32of53LCP)	Has been corrected on 8/25/2021	Sufficient response, updated on call. Pending revised LCAP submission to verify. Verified on 8/30 revision of LCAP	
	Budget Overview			Added item: due to proposed changes to contributing items, the Budget overview will need to be updated	Completed updating the Budget Overview for Parents on 8/31/21


Annual Update LCAP					
Pg 7 ✓	Goal 2, AMOs	Metric 2B- RenSTAR results from 2020 are in the Expected column, but should be in the actual column.	Changed the actual in the right column.	Verified in LCAP	
Pg 9 ✓	Goal 2, AMOS	Metrics 2E & 2F (ELPAC) Results- Please include most recent ELPAC results from 18-19 or more recent.	Included the 18-19 data and the ELPAC results.	Verified in LCAP	
Pg 48 ✓	Overall Analysis 2019-20 LCAP	The description is blank	Wrote and pasted analysis in the DTS. Made sure to save on DTS.	Verified in LCAP	
Annual Update LCP					
Pg 34 ✓	Distance Learning Program	Please describe any substantive differences between the planned actions and/or budgeted expenditures	Explained the following with additional -overestimated cost -covid prevent -didn't need as much -plans changed in accordance to guidance	Verified in LCAP	
Pg 34 ✓	Analysis of the Distance Learning Program	Please describe the program areas of: Continuity of Instruction	Provided greater clarity and information in the continuity of instruction and support for pupils	Verified in LCAP	

		and Support for Pupils with Unique Needs	with unique needs.		
Pg 35 ✓	Pupil Learning Loss	Please describe any substantive differences between the planned actions and/or budgeted expenditures	Explained differences of expenditures relative to the area.	Verified in LCAP	
Pg 36 ✓	Analysis of Pupil Learning Loss	Please describe the successes and challenges in addressing Pupil Learning Loss	Included more information and clarity to highlight the success and challenges.	Verified in LCAP	
Pg 37 ✓	Analysis of Pupil Engagement and Outreach	Please describe implementing tiered reengagement strategies for pupils who were absent from distance learning	Further explained the tiered reengagement plan.	Verified in LCAP	
Pg 48 ✓	Overall Analysis 20-21 LCP	The description is blank	Provided description on LCP expenditure, implementation and impact.	Verified in LCAP	
<b>Plan Summary</b>					
Pg 2 ✓	Reflections: Identified Need	Please include information about suspension rates for Foster Youth from the <a href="#">2018-19</a> Dashboard.	Provided foster youth dashboard data and Suspension of FY 2018-20219. Included more clarity and	Verified in LCAP	

		Note- data prior to 2018-19 is not necessary.	information.		
<b>Metrics</b>					
Pg 15 ✓	Goal 2, Metric 5	Staff survey baseline states, "Baseline will be established 2020-2021." When will data be included in the LCAP?	Noted that data will be included in annual update.	Verified in LCAP	
<b>Actions</b>					
Pg 27 ✓	Goal 4, Action 2	Please explain in either the action description or Prompt 1 of the Increased or Improved Services section how Action 2a will increase or improve services for Unduplicated Pupils.	Provided information in prompt#1: *Increase access to community resources *Ensuring that historical under representative groups have positive relationship and: -access to community -access to resources Noted research with relationship with kids and community agency	Verified in LCAP	
Pg 32	Goal 5, Actions 1 and 5	Please explain how these actions increase or improve services for	Explained and provided research on how the actions support low	Verified in LCAP	

✓		unduplicated pupils as compared to services provided to all pupils.	income students.		
Pg 44 ✓	Goal 7, Action 4	Please explain how funding this action will increase or improve services for unduplicated pupils as compared to services provided to all pupils.	Cited research on effectiveness of the actions as it relates to target groups.	Verified in LCAP	
<b>Missing Required LCFF Priority Metrics</b>					
NA ✓	Priority 1: Basic Services	Please include a metric for “Teachers are appropriately assigned and fully credentialed in the subject areas and for pupils that they are teaching.”	Provided CALPADs and DataQuest information.	Verified in LCAP	
NA ✓	Priority 5: Pupil Engagement	Please include a metric for “School Attendance Rates”	Provided last certified data into metric.	Verified in LCAP	
NA ✓	Priority 7: A broad course of study	Please include a metric for “Programs and services developed and provided to unduplicated pupils” and	Clarified target group and how will measure	Verified in LCAP	

		“Programs and services developed and provided to individuals with exceptional needs”			
<b>Increased or Improved Services</b>					
Pg 47 ✓	Description of Increasing or Improving Services for Unduplicated Students Requirement	Please complete Prompt 1	Explained everything that is marked as contributing.	Verified in LCAP	
Pg 47 ✓	Description of how services for FY, ELs, and LI students are being increased or improved by the percentage required.	The response for Prompt 2 addresses the requirement for Prompt 1. Prompt 2 requires an explanation of services provided to foster youth, English learners, and low-income students.	Provided explanation for how services increased or improved.	Verified in LCAP	
<b>Data Expenditure Tables</b>					
Pg 52 ✓	Federal Funds Budget sufficiency	Federal Funds expended in the LCAP exceed Federal Revenue on Form 01 in the Adopted Budget	Will be updated in Unaudited Actuals	Sufficient response. UA draft received 8/30, federal budget now sufficient. Resolved, verified.	
114	Contributing - LCFF Funds	The budgeted total LCFF funds for high needs students in the LCAP is	Reviewed and clarified contributing and non contributing	Sufficient response, pending updated LCAP. Verified changes in 8/30	Revised and updated the expenditure tables as requested on

		<p>less than the total Supplemental/Concentration grant funds projected for the LCAP Year.</p>	<p>actions/services.</p>	<p>update of LCAP but expenditure tables were not updated, request revised LCAP with updated expenditure tables</p>	<p>8/31/21</p>
---	--	--	--------------------------	---	----------------



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

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

Quick Summary / Abstract: On July 7, 2021 the Board approved #CT3854 with San Diego County Superintendent of Schools to provide a Multilingual California Project Grant for the National School District for the 2021-2022 school year.

The #CT3854 noted compensation of up to \$11,000 per year. This amendment will reflect an increase of \$1,000 compensation to the National School District increasing up to \$12,000 per year.

Comments: This grant provides training and support to school districts aimed at improving instruction and services for English learners.

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

The San Diego County Superintendent of Schools (SDCOE) will provide the National School District up to \$12,000 per year to support any reasonable and necessary expenses in adherence to the scope and intent of the grant.

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

Financial Impact: Revenue: Up to \$12,000  
Additional staffing cost: \$0  
Other costs: \$0  
General Fund

Attachments:  
CT3854

## Services Agreement

This Agreement, for the provision of services is entered into this 20<sup>th</sup> day of August 2021 by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and NATIONAL ELEMENTARY SCHOOL DISTRICT (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

### 1. Scope of Services.

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

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

### 2. Term of Agreement.

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

### 3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

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

### 4. Compensation and Reimbursement.

The SDCOE will compensate Contractor \$12,000, not to exceed a total of TWELVE THOUSAND DOLLARS (\$12,000). Contractor understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

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

Contractor may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved as listed in Exhibit A or by the SDCOE

contract designee via written amendment to this agreement. Expense reimbursement requests require receipts and will not be reimbursed without accompanying receipts.

Contractor is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

SDCOE shall pay for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment. In no event shall Contractor submit an invoice for an amount in excess of the maximum amount of compensation provided above either for a task or the entire Agreement, unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

#### **5. Confidential Relationship.**

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

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

**7. Ownership of Documents.**

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

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

**8. Fund Availability**

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

**9. Data Privacy and Protection**

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

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

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

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

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

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

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

**10. No Assignments.**

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

**11. Audit.**

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

**12. Independent Contractor.**

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

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

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

**14. Contractor's Insurance.**

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

Required Amounts of Insurance:

## General Liability

Bodily Injury and	\$1,000,000
Comprehensive form - Property Damage	Amount
Products/Completed	
Operations	

## Auto Liability

Bodily Injury and	\$100,000/\$300,000
Comprehensive form - Property Damage	Amount
Owned, Non-owned Hired Combined	

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

**15. Workers' Compensation.**

The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of

Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the SDCOE the following certificate:

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

**16. Tuberculosis Clearance.**

Contractor shall certify in writing that Contractor’s employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

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

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

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

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

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

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

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

**18. Indemnification.**

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

**19. Tobacco-Free Facility.**

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

**20. Notices.**

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

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

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

Contractor: National Elementary School District  
Dr. Leighangela Brady, Superintendent  
1500 'N' Ave,  
National City, CA 91950

**21. Amendment.**

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

**22. Governing Law/Venue.**

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

**23. Mediation.**

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

**24. Compliance with Law.**

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

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

#### **25. Debarment, Suspension or Ineligibility Clause.**

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

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

#### **26. Authorization to Perform Services.**

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

#### **27. Employment with Public Agency and Retirees.**

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

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

#### **28. Conflict of Interests.**

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not



be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**29. Counterparts.**

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

**30. Severability.**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**31. Entire Agreement.**

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

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

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

**NATIONAL ELEMENTARY SCHOOL DISTRICT**

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A SPECIAL PROVISIONS

### A. Scope of Services.

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

2020-21 Contract# 20211352 for \$11,000. Funds not fully spend/dispersed. Invoiced for \$332.92 and paid by SDCOE. Unspent funds \$10,667.08. Amendment on file to allow funds to be dispersed to district through December 2021.

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

- Identify schools to participate in MCaP
- Attended virtual statewide MCaP Summit in January 2021
- Recruit & identify teachers, paraeducators, administrators and families to receive MCaP innovation professional learning (adapted for the distance and hybrid learning context) and Liberatory Design coaching (February-July, 2021). This professional learning and coaching will support the district to further develop and expand biliteracy/English Learner options
- Participate in a virtual statewide MCaP Summit
- Participate in monthly leadership network meetings
- Maintain regular communication with MCAP Alliance SDCOE Lead
- Participate in the MCAP project evaluation by completing short surveys and consent forms to collect data regarding participation in the grant
- Access innovation resources and tools via the MCaP website
- Disburse funding for professional learning and teacher participation in MCaP innovations and activities

2020-21 Contract# 20211510 for \$11,000. Funds not fully spend/dispersed. Amendment on file to allow funds to be dispersed to district through December 2021.

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

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

Agenda Item: **15.C. Approve Memorandum of Understanding #CT3879 with Jewish Family Service to provide parent workshops for the National School District for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by Jewish Family Service.

Jewish Family Service will provide services through the Positive Parenting Program to children and families at National School District.

The inclusive (all services and supports) are at no cost to the District. The terms of this contract is from September 9, 2021 to June 30, 2022.

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

Comments: The services will be provided in-person or virtual per County health and safety guidelines.

Recommended Motion: Approve Memorandum of Understanding #CT3879 with Jewish Family Service to provide parent workshops for the National School District for the 2021-2022 school year.

Financial Impact: None

Attachments:  
CT3879

## MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **NATIONAL SCHOOL DISTRICT**

**Parties:** This Memorandum of Understanding is between Jewish Family Service [JFS] and NATIONAL SCHOOL DISTRICT.

**Purpose:** To establish a collaborative relationship between Jewish Family Service and NATIONAL SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 529742] "Triple P" Positive Parenting Program.

**Responsibilities of Parties:** In order to achieve the purpose set out above, the parties will perform the following activities:

### **Jewish Family Service will:**

- JFS will partner with NATIONAL SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide the following services to each school site that chooses to host the program:
  - Three parent education seminars using the evidence-based "Triple P" curriculum to interested NATIONAL SCHOOL DISTRICT parents and staff of children from the school.
- JFS will provide incentives and program materials to participants.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.

### **NATIONAL SCHOOL DISTRICT will:**

- NATIONAL SCHOOL DISTRICT will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- NATIONAL SCHOOL DISTRICT, when choosing to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- NATIONAL SCHOOL DISTRICT will work closely with JFS ensure that the program reaches and serves as many people as possible at the schools that request the Triple P program.

*If requested:*

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse NATIONAL SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than \$15 per hour (not to exceed a total of \$250 per person) to provide supervision during child activity groups.
  - NATIONAL SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
  - NATIONAL SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both Jewish Family Service Positive Parenting Program and NATIONAL SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality and agree to indemnify, defend and hold harmless each other against any and all potential penalties incurred in the event that they violate any portion of this agreement. This agreement does not create a legal partnership or contract between the parties. The initial term of this agreement is September 9 , 2021 to June 30, 2022.

*JEWISH FAMILY SERVICE*

*NATIONAL SCHOOL DISTRICT*

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Lea Bush, MSW/MPA

Name: \_\_\_\_\_

Title: Director Community and Family Svcs

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

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

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

For further information, please contact:

Autumn Weidman (858) 637-3375  
8804 Balboa Avenue  
San Diego, CA 92123

School District Address:

1500 N Avenue  
National City, CA 91950  
(619) 336-7500

Agenda Item: **15.D. Approve contract #CT3880 with Olivewood Gardens & Learning Center to provide parent workshops for the National School District for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by Olivewood Gardens & Learning Center.

This contract will allow National School District parents to receive a series of virtual presentations and cooking demonstrations in English and Spanish that will focus on healthy habits.

The inclusive (all services and supports) per diem rate for this program is \$150 per one (1) hour session. Olivewood Gardens & Learning Center will provide three (3) sessions total. Sessions will be up to 100 parents maximum across the District. Organization of sessions will be done through the Family Empowerment District Resource Teacher.

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

Comments: Sessions will be virtual.

Recommended Motion: Approve contract #CT3880 with Olivewood Gardens & Learning Center to provide parent workshops for the National School District for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$450  
Additional staffing cost: \$0  
Other costs: \$0  
One time cost  
General Fund - Expanded Learning Opportunity Grant

Attachments:  
CT3880

Contract No. \_\_\_\_\_

## BUHcbU`GW cc`8 ]gh]WÁ bXYdYbXYbh7 cblfUWcf 5 [ fYYa YbhÁ

V@ Áe !^^{ ^} dÁ Á@ !^á^ Á} c!^áá q Á^c ^^} Á@ BUHcbU`GW cc`8 ]gh]WÁ Fí €Á ÁC^} ^ÉÁ Pae} } aÁÖä ÖÖÁ FJí ÉÁ@ !^á ae !Á^! !^áÁ Áe ÁÖä d dÖÁ} aÁ

---

Ö] } dæq !Á Væ] æ^! ÁÖÁ^ { à^!Á T æ] \* ÁÖá!^•Á

---

É@ !^á ae !Á^! !^áÁ Áe ÁÖ] } dæq !ÉÁ

Öä Á ÜæÁ Zä ÁÖ[ á^Á

**K <9F95** GÉÖä d dÖÁ Áe cQ !ä^áÁ^ Á^&ç} Á HÉí €Á Á@ ÁÖá! } aÖ] ç!) { ^} dÖ[ á^Á Á] } dæcÁ , aÖ} aÁ { ] [ ^ Áe ^ Á^! • [ ] • Á! !Á@ Á^! } a @ \* Á^ Á^&çÁ^! çÁ^ Áe aÁæçÁ Á Áe { ä ä dæcÁ^Á { æc! • ÉÁ^ ~ &@ !^! • [ ] • Áe^ Á^ ^&ç Á^ aÁe} aÁç] !^á} &áÁe} aÁ& [ ] ^c} dÁ Á^! !^! { Á@ Á^ ] ^&çÁ^! çÁ^ Á^ ~ a^áÁe} aÁ

**K <9F95** GÉÖä d dÖÁ Áe Á^áÁ^ Á^&ç] ^&çÁ^! çÁ^ Áe aÁæçÁ Á Áe} aÁ

**K <9F95** GÉÖ] } dæq !Á Á^&ç Áe aÁe} aÁç] !^á} &áÁe} aÁ& [ ] ^c} dÁ Á^! !^! { Á@ Á^ ^&çÁ^! çÁ^ Á^ ~ a^áÁ^ Á@ ÁÖä d dÖÁ} aÁ ~ &@ !^! çÁ^ Áe Á^ Á^áÁ^ } Áe Áe aÁæçÁ Á

**BCK ŽH<9F9: CF9** É@ Á ae cÁ Áe !^^ Áe Á] [ , • Á

FÉÁ \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

GÉ V^! { ÉÁÖ] } dæq !Á @ Á] { { ^} &Á] ! çä] \* Á^! çÁ^ Á^ } a^! ÁÖ@ ÁÖE !^^ { ^} dÁ ] }  
 ÉÁ ÉÁe} aÁ q Áe aÁ^ } d Á^! !^! { Áe Á^ ~ a^áÁe} aÁ  
 & [ ] ^c Á^! !^! { æ & Á^ Á ÉÁ ÉÁ

HÉ Ö [ { ] ^} • æ] } ÉÖä d dÖÁ Áe !^^ Áe Á] ae Á@ ÁÖ] } dæq !Á ! Á^! çÁ^ Á^ ae aÖ aÖ !ä Á^} a^!^á ]^! • æ dÁ Á@ ÁE !^^ { ^} dÁ çÁ^ Á^ Á^ [ dÁ Ác&^áÁ Ö] [ æ •  
 ÇÁ ÉÖä d dÖÁ @ Á] ae ÁÖ] } dæq !Á &ç] !ä] \* Á^ Á@ Á] [ , ä \* Á^! { • Áe } aÁ } • Á

---



---











Á  
Á  
Á  
V@ÁE!^^{ ^} óÁ } c!^áÁ d Á@Á Áæ Á Á Á Á

Á  
Á  
Á  
B5HCB5 @G7 <CC @8 -GHF 7 H' 7 CBHF57 HCF Á  
.  
.  
.

Ùã } æ !^Á -ÁE @|ã^áÁE^} ó

Á  
Á  
V ] ^áÁ !Á !ã c^áÁæ ^Á V ] ^áÁæ ^Á

Á  
Á  
Vá^Á Ù [ &áÁ^& !æ Á !Áæ] æ^!ÁEÁ [ Á

Á  
6cUX'5 ddfcj U'8 UNÁÁÁ Á Á  
E^æ[ á^ Á^Á] @ } ^Á { à^!Á

Agenda Item: **15.E. Approve agreement #CT3882 with Expatiate Communications Inc. to participate in the iTAAP software pilot program in collaboration with the South County Special Education Local Area Plan and the San Joaquin County Office of Education.**

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

Quick Summary / Abstract: Approval of this item will allow Expatiate Communications Inc. to have access to our student data in order for the district to participate in the iTAAP software pilot program. The iTAAP program is an analysis software system designed to predict educational outcomes for Local Educational Agencies (LEAs), Special Education Local Plan Areas (SELPAs), and other educational organizations who are required to report student level academic progress data to the California Department of Education (CDE).

The terms of the contract are from September 9, 2021 to August 1, 2022. There is no fee associated with the pilot study.

Comments: The purpose of the pilot program is to assist with reviewing and analyzing our student data reported on the California Department of Education's Dashboard data. Utilizing the system, we will be able to identify our district's strengths, challenges, and areas in need of improvement to increase the overall performance of our schools and student groups.

Recommended Motion: Approve agreement #CT3882 with Expatiate Communications Inc. to participate in the iTAAP software pilot program in collaboration with the South County Special Education Local Area Plan and the San Joaquin County Office of Education.

Financial Impact: None

Attachments:  
CT3882

## Software and Data Sharing Agreement (Expatriate Communications Inc., SELPA, National, SJCOE)

For the purposes of piloting the iTAAP software as part of the Equity, Disproportionality and Design project, this Software and Data Sharing Agreement is entered into effective as August 1<sup>st</sup>, 2021 (“Effective Date”) by and between Expatriate Communications Inc. (“Company”), South County Special Education Local Plan Area (“SELPA”), San Joaquin County Office of Education (“SJCOE”), and National School District (“National”) (collectively “the Parties”).

### Recitals

**WHEREAS**, the Parties desire to implement a web-based software system for collecting, recording and analyzing information to support compliance with data reporting requirements and remove any barriers to learning for students.

**WHEREAS**, Company has developed, owns and deployed a predictive analysis platform known as the iTAAP System (“System”) that projects outcomes for educational organizations reporting student academic progress data on the California Dashboard;

**WHEREAS**, the Parties desire to access and use the System and obtain the other services as provided herein;

**WHEREAS**, to implement the System, data will be exchanged by and between the Parties to this Agreement;

**WHEREAS**, the Parties desire to share such data in a safe and secure manner;

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

### Agreement

1. **Term.** The initial term of this Pro-Bono pilot Agreement shall be for a period of 30 calendar days from the Effective Date ( 09/15/2021) unless earlier terminated as provided herein. The agreement shall terminate at close of business day on 10/15/2021 unless extended in writing with mutual consent.
2. **Fees.** There is no fee associated with the pilot study. Parties shall have access to, but is not limited to:
  - A. Access to System Services by the Parties and any SELPA Users, as defined in section 3 below;
  - B. Initial training for the Parties as described in more detail in section 4 and **Exhibit A**; and
  - C. Maintenance and support of the System.
3. **System Services.** Subject to the terms of this Agreement, during the Pilot Term, the Parties and SELPA Users (as defined below) may access and use the System for the benefit of their students. SELPA is responsible for the actions of all SELPA Users and other SELPA employees and agents, for ensuring that only SELPA Users (limited to Executive Director and Executive

SELPA Consultants) as well as National School District (limited for the purposes of this study to district personnel, no more than 6 users). Authorized users are provided access to the System (including ensuring account name and password security), and that access of SELPA Users is limited to that portion of the System required for iTAAP and its associated websites, electronic workflows as determined necessary by the Company and Student Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. "SELPA Users" means SELPA employees and National designated employees as defined above.

**4. Training and Additional Services.** Upon written request and authorization by the SELPA, the Company will conduct additional training and provide additional services to the Parties during the pilot period.

**5. Payment Schedule.** There is no Fee associated with this pilot study.

**6. Termination.**

A. Termination Without Cause. SELPA or the Company may terminate this Agreement without cause prior to the expiration of the Term by giving the other party written notice of its intent to so terminate at least thirty (30) days prior to the termination date. There will be no fee associated with termination.

B. Termination For Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (10) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution.

C. Rights in Law and Equity Remain. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

**7. Data Privacy and Security.**

A) Ownership of System: The Company is and will remain the exclusive owners of all right, title and interest in and to the System and all derivative works, and in the materials., including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence. In addition, and upon mutual agreement between the SELPA and the Company, the Company shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyright table material conceived, developed, created, written or contributed by the Company pursuant to this Agreement ("Specific Developments"). The public entity Parties will have no rights in the System, any derivative works, the Specific Developments and Materials, except the right to access and use them as expressly set forth in this Agreement. The public entity Parties agree not to (i)

alter, merge, modify, adapt or translate the System or Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the System or Materials to a human-perceivable form; (ii) sell, rent, lease or license the System or Materials; (iii) create derivative works based upon the System or Materials or; (iv) permit anyone other than SELPA Users to use the System. The Parties acknowledges that the System is confidential in nature and constitutes a trade secret of the Company and agrees to use reasonable efforts to prevent inadvertent disclosure of the System, or its elements to any third party during the Term or thereafter.

B) Implementation, Data Conversion, and Hosting: The Company agrees to provide the services associated with the implementation of the System and Student Data conversion and hosting.

C) Student Data: The Parties will use secure file transfer protocol (SFTP), to transfer required for the System data to the Company. The data will be securely stored and used only for the Parties and SELPA Users of these applications. At its sole discretion, the Company may provide user access to its platforms as required for data entry

D) Hosting: The System and Student Data will be hosted on Microsoft Azure cloud servers.

E) System Maintenance and Support: The Company agrees to provide maintenance and support of the System to the Parties. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the System; telephone and e-mail support for questions regarding operations of the System; change the System as necessary to incorporate upgrades and new features; support to the Parties in resolving problems/errors resulting from misuse or hardware/software failure; telephone or web conferences with the Parties to address future growth or modifications to the System. Maintenance and support of the System is provided at no additional cost to the Parties. The Company is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the System or databases by the Parties or SELPA Users, the Parties employees or agents, unless such modification or alteration is approved in writing by the Company, or (b) any failure of the Parties equipment or software.

F) Responsibilities of Public Entity Parties: The public entity Parties agrees to prepare and furnish to the Company upon request such information as is reasonably requested by the Company in order for the Company to perform its obligations under this Agreement.

G) Ownership and Control: The public entity Parties will retain ownership of, and the ability to control, all information, including Pupil Records (as defined below), imported into the System ("Student Data"). The Company may, however, internally use Student Data that has been de-identified, including aggregated de identified information, in order to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications. Upon the termination of this Agreement, the Company agrees to assist in the transfer all Student Data back to the Parties in an industry standard open format such as SQL at no charge.



- H) **Sharing of Student Data:** The Company will not share Student Data with or disclose it to any third party, except (i) to the Parties and SELPA Users, (ii) as directed by the Parties or SELPA Users, or (iii) as required by applicable law. When the Company believes that any disclosure is required by applicable law, it will promptly notify the Parties prior to the disclosure and give the Parties a reasonable opportunity to object to the disclosure.
- I) **Storage and Process:** The Company will keep data on the secure Microsoft Azure cloud service location. The direct access to the data will be granted only to Expatriate Communications developers, working on supporting this application. All Parties and SELPA Users will be accessing this application via secure, Multi Factor Authentication (MFT) enabled web based applications.
- J) **Social Security Numbers:** The Parties agree that it will not collect or store as part of the Student Data or otherwise any social security numbers.
- K) **Privacy and Security of Student Data:** "Pupil Records" means any information (i) directly related to a pupil that is maintained by the public entity Parties or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other public entity Party employee, but does not include de-identified information, including aggregated de-identified information, used by the Company to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.
- L) **Ownership and Control of Pupil Records:** Pupil Records obtained by the Company from the Parties will continue to be the property of and under the control of the individual public entity Parties,
- M) **Use of Pupil Records:** The Company will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.
- N) **Security and Confidentiality:** The Company will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. The Company will identify those employees and subcontractors who will have access to Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. The Company warrants that all Pupil Records will be encrypted in transmission.
- O) **Notice of Unauthorized Disclosure:** In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, the Parties will notify their respective affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of such unauthorized disclosure.

P) **Certification of Non-Retention:** The Company certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to the Company upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

Q) **Student Data Privacy Compliance:** The Parties shall adhere to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, California Education Code sections 49060-49085, and applicable federal and state laws and District policies concerning the data shared under this Agreement.

34 C.F.R. §99.30 and Education Code §49076(a) require the consent of the education rights holder prior to the release of personally identifiable information (“PII”) from the education record of a student. An exception to the consent requirement is provided for in 34 CFR §99.31(a)(1)(i) and Education Code §49076(a)(2)(G)(i) for contractors “performing institutional services or functions otherwise performed by school employees.” These contractors are considered “school officials” under FERPA and the California Education Code. Under this Agreement, the Parties are considered to be such school officials with legitimate educational interests performing an institutional service or function for which the public entity Parties would otherwise use employees within the meaning of 34 C.F.R. §99.31(a)(1)(i) and Education Code §49076(a)(2)(G)(i) and this allows the public entity Parties to disclose PII from education records of students without the consent required by 34 C.F.R. § 99.30 and Education Code §49076(a).

## **8. Warranties**

**System Warranty:** The Company warrants to the Parties that the System as delivered, will materially comply with the published specifications for such System. The Company does not warrant that the operation of the System will be uninterrupted or error-free. In particular, for purposes of the foregoing warranty, and the Parties acknowledge that the system is not and cannot be made to be 100% accurate, and that any errors or failure to perform shall not be deemed a breach of such warranty unless they are significant and not to be expected in light of the limitations of systems of this type.

**Disclaimer of Warranties:** Except for the express warranty set forth above, the system and all Company services are provided "as is" and the Company hereby disclaims all warranties, whether express, implied, statutory or other, and specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage or trade practice. All third-party services are provided "as is" and any representation or warranty of or concerning any third-party services is strictly between the Parties and the third-party owner or distributor of the third-party services.

## **9. Indemnification**

**By Company:** Expatriate agrees to defend, indemnify and hold harmless the public entity Parties and their directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the public entity Party's use of the System infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such

infringement results from the Party's misuse of or modifications to the System; (ii) that results from the gross negligence or intentional misconduct of the Company or its employees or agents; or (iii) that results from any material breach of any of the representations, warranties or covenants contained herein by Expatiate.

By the Public Entity Parties: To the extent permitted under applicable law, the public entity Parties agrees to defend, indemnify and hold harmless the Company and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the gross negligence or intentional misconduct of the public entity Parties or their employees or agents or (ii) any material breach of any of the representations, warranties or covenants contained herein by the public entity Parties.

Indemnification Procedure: The Parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("Indemnifying Party") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("Indemnified Party" ), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be done by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

## **10. Insurance**

Company shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors' and officers' coverages, including cybersecurity coverage, comprehensive general liability coverage, and automobile liability coverage. Service Provider shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

## **11. General Provisions**

- A) **Governing Law:** This Agreement shall be governed in all respects by the laws of the state of California and any applicable federal law. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- B) **Dispute Resolution:**
  - i) The parties shall attempt in good faith to resolve any dispute arising out

of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Either party may give the other party written notice of any dispute not resolved in the normal course of business.

ii) Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

iv) At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 1 above.

v) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs i and ii above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

vi) If the matter is not resolved by negotiation pursuant to paragraphs 1 through 4 above, then the matter will proceed to arbitration as set forth below.

#### C) Arbitration

i) Any dispute, controversy or claim arising out of or relating in any way to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be exclusively resolved by binding arbitration in San Diego, California, or another location mutually agreed to by the parties. The parties will mutually select the arbitrator who need not be affiliated with an arbitration services. If the parties cannot agree on a private arbitrator, the parties will mutually agree on an arbitrator from either ADR Services, Inc. ("ADR Services") or JAMS. The arbitration shall be administered by either ADR Services, Inc. ("ADR Services") or JAMS, whichever provider has the earliest availability. The arbitration shall be binding with no right of appeal.

ii) The arbitration shall be conducted pursuant to the chosen arbitrator service provider Rules and Procedures. Any disputes regarding which rules shall apply

shall be decided by the arbitrator. The parties, by written agreement, may vary the procedures set forth in these rules. With the appointment of the arbitrator, such modifications may be made only with the consent of the arbitrator. Unless the parties or the arbitrator determine otherwise, the Expedited Procedures shall apply.

iii) The costs of arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless otherwise ordered by the arbitrator or agreed upon by the parties.

iv) The parties to this agreement further agree to abide by any award rendered by the arbitrator. Judgment on the award rendered by the arbitrator may otherwise be entered in any court having jurisdiction thereof.

D) Language: All communications made or notices given pursuant to this Agreement shall be in the English language.

E) Assignment: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by any Party.

F) Amendments: This Agreement may only be amended in writing signed by the Parties.

G) No Waiver: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of any Party. Only an additional written agreement can constitute a waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute a waiver of such term or any other term.

H) Severability: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

I) Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes any prior or contemporaneous understandings, whether written or oral.

J) Headings: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

K) Counterparts: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

L) Force Majeure: No Party shall be liable for any failure to perform their obligations under this Agreement due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, pandemics,

embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances. Notwithstanding, in the event of a pandemic and related quarantine, to the extent that System and related services, can continue to be delivered remotely, the Parties will be expected to continue to meet their obligations under this Agreement.

M) Notices Electronic Communications Permitted:

i) Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Parties in accordance with this clause.

The relevant contact information for the Parties is as follows:

*Company:* arjun.kushwaha@excomweb.com

*SELPA:* rcoronado@sdcoe.net

*San Joaquin County Office of Education:* jarguelles@sjcoe.net

*National School District:* Lbrady@nsd.us

Notices sent as above shall be deemed to have been received two (2) business days after the day of posting (in the case of inland first class mail), or next working day after sending (in the case of email. In proving the giving of a notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

N) Authority To Contract. Each Party warrants to the other that the signatory to this Agreement has been delegated the authority to enter into this Agreement.

Notwithstanding, the contract may not be binding until it has been approved or ratified by the Parties Governing Boards.

**EXECUTION: Software and Data Sharing Agreement  
(Expatriate Communications Inc., SELPA, National, SJCOE)**

Name: Expatriate Communications Inc.

Name: Arjun Kushwaha

Representative Title: Managing Director

Signature/Date: \_\_\_\_\_

Name: South County Special Education Local Plan Area

Name: Russell Y. Coronado

Representative Title: South County SELPA

Signature/Date: \_\_\_\_\_

Name: San Joaquin County Office of Education

Name: Johnny Arguelles

Representative Title: Director CodeStack

Signature/Date: \_\_\_\_\_

Name: National School District

Name: Arik Avanesyans

Representative Title: Assistant Superintendent, Business Services

Signature/Date: \_\_\_\_\_

Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Approve the appointment of the attached Peer Assistance and Review (PAR) Council members for the 2021-2022 school year.**

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

Quick Summary / Abstract: All teacher support programs come under the direction of the Peer Assistance and Review (PAR) council.

Recommended Motion: Approve the appointment of the attached Peer Assistance and Review (PAR) Council members for the 2021-2022 school year.

Financial Impact: PAR Council K-6 certificated members will receive \$1,500 per year and the chair receives \$2,500.

Administrators that are part of PAR Council will not receive additional pay.

Attachments:  
2021-2022 PAR Council



**PAR COUNCIL 2021-2022**

<b>Name</b>	<b>School</b>	<b>PAR Council Position</b>
Angela Censoplano	District Office	Member
Leticia Hernandez	District Office	Administrator
Janis Ireland	Ira Harbison School	Member
Karolyn Kmet-Moran	Olivewood School	Chair
Kathy Melanese	Lincoln Acres School	Administrator

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Approve the 2020-2021 Unaudited Actuals Financial Reports. (Exhibit C)**

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

Quick Summary / Abstract: The Assistant Superintendent, Business Services will present highlights of this year's unaudited actuals financial reports to the Governing Board before action is taken on this item.

All 2020-2021 unrestricted and restricted programs have been closed out and now reflect year-end actual balances instead of budget estimates.

Comments: Unaudited Actuals Financial Reports are designed to inform the Governing Board, public, and other interested parties about the financial condition of the District. Reports include both year end balances for the previous year, as well as revisions to the current year's budget.

Itemized revisions reflect General Fund revenue and expenditure adjustments since revised budget adoption on June 23, 2021. These revisions include 2020-2021 ending balances, carryovers, budget adjustments and transfers.

Recommended Motion: Approve the 2020-2021 Unaudited Actuals Financial Reports. (Exhibit C)

Attachments:  
Exhibit C

Agenda Item: **17.B. Approve Budget Restructuring Plan as attached.**

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

Quick Summary / Abstract: Due to a multi-year trend in declining enrollment, and a budget structural deficit, administration will present a budget restructuring plan to the Governing Board for approval.

Administration will review and discuss an analysis of proposed restructuring to National School District's expenditures in base funding as a result of deficit spending due to a decade of declining enrollment and a reduced need for services.

Comments: The Governing Board approved a resolution on December 15, 2020, to commit to approve expenditure reductions in the amount of \$4.2 million in 2021-2022 and \$805,000 in 2022-2023.

The Governing Board has met to review budget reduction scenarios on the following Board meeting dates:

December 15, 2020  
January 27, 2021  
February 17, 2021

Recommended Motion: Approve Budget Restructuring Plan as attached.

Attachments:  
District Restructuring Plan

National School District (NSD) has experienced declining enrollment over the 2020-21 and 2021-22 school years, leading to an overall decline in enrollment of 12% over two fiscal years. NSD is funded through Average Daily Attendance (ADA). As enrollment declines, so too does ADA, which creates a structural deficit if expenses are not reduced.

### **Projected Ending Fund Balance**

	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
<b>Change in Fund Balance</b>	\$ 227,857	- \$ 8,885,458	- \$ 8,528,269	- \$ 8,935,454
<b>Ending Fund Balance</b>	\$ 20,659,455	\$ 11,773,997	\$ 3,245,727	- \$ 5,689,727

Our projections show a negative fund balance as early as the 2024-25 school year, which would require the district to certify a qualified status starting in the 2022-23 fiscal year. A qualified certification is assigned when the district may not meet its financial obligations for the current or two subsequent fiscal years.

To prevent a qualified status certification and to ensure continued fiscal solvency, NSD must identify and implement reductions to expenses to better align the services provided to the number of students enrolled. Management recommends a 2-phase approach to identifying and implementing the reductions.

Phase 1 will implement reductions that were identified by both Michele McClowry, Fiscal Consultant, and the Budget Reduction Task Force. In addition, management recommends moving forward with reducing the number of campus student supervisors. Phase 1 reductions would be implemented in the 2021-22 school year, with savings beginning in the 2022-23 school year.

Phase 2 will establish a budget committee to identify additional restructuring and reduction areas, explore the closure of a school site, and examine district efficiencies. Additionally, the District will conduct a salary study, engage in a staffing study, and potentially reclassify existing positions. The target amount of savings for Phase 2 would be \$8.2 million in on-going savings.

### **Phase 1 Reductions**

- Overlapping recommendation of Michelle McClowry and Budget Reduction Task Force.
- Implement throughout the 2021-22 fiscal year.
- Projected savings of \$2,844,902 beginning in the 2022-23 fiscal year.

### **Phase 2 Reductions**

- Implement throughout the 2021-22, 22-23 and 23-24 fiscal years.
- Establish a budget committee immediately and meet throughout the year.
- First actions to begin in Fall 2021.
- Target on-going savings of \$8.2 million.

**PHASE 1  
OVERLAPPING RECOMMENDATIONS**

<b>Recommendation</b>	<b>Projected Savings</b>	<b>Effective Date</b>
Reduce classroom positions by 15 FTE	\$1,725,000	07.01.2022
Reduce transportation student attendants by 8	\$136,536	07.01.2022
Restructure 4 supervisory positions	\$80,750	07.01.2022
Reduce 1 FTE office technician D.O.	\$70,457	07.01.2022
Reduce lead language assessment Center Instructional Assistant	\$58,555	07.01.2022

**NON-OVERLAPPING RECOMMENDATIONS**

Reduce campus student supervisors by 10	\$113,695	07.01.2022
<b>Total Phase 1 Proposed Reductions</b>	<b>\$2,184,993</b>	<b>07.01.2022</b>

**ACTIONS TAKEN TO DATE**

<b>Action</b>	<b>Savings</b>	<b>Effective Date</b>
Site discretionary budget reductions	\$300,000	07.01.2021
Vendor contract restricting and elimination	\$100,000	07.01.2021
Field trip costs added to LCAP	\$30,000	07.01.2021
Reduction of 1 Vice Principal position	\$155,000	07.01.2021
Reduction of certificated teaching positions through retirement/attrition, 20 full time equivalent.	\$2,300,000	07.01.2021
<b>Total Reductions to Date</b>	<b>\$2,885,000</b>	<b>07.01.2021 – 09.01.2021</b>

**PROPOSED TIMELINE**

<b>Action</b>	<b>Target Date</b>
Establish budget committee	09.30.2021
Meet and establish parameters of committee and areas of focus	10.15.2021
Choose a vendor to assist in the salary study process	11.30.2021
Approve actionable items and propose to the board for action	01.19.2021
Study demographic report and initiate recommendations	06.30.2021

Agenda Item: **18. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **19. ADJOURNMENT**