



# Governing Board Agenda

**October 14, 2020**

## **Welcome**

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

## **Our Governance Team**

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

### **Barbara Avalos, President**

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

### **Maria Betancourt-Castañeda, Member**

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

### **Leighangela Brady, Secretary**

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

### **Brian Clapper, Clerk**

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

### **Maria Dalla, Member**

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

### **Alma Sarmiento, Member**

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

## **This meeting may be recorded**

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

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

## Speaking to the Board

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

## Compliance with Americans with Disabilities Act

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

## Translation Services

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

## Equal Opportunity Employer

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



**NATIONAL  
SCHOOL DISTRICT**

**CORE VALUES**



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

**VISION**

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



**MISSION**

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





## REGULAR MEETING OF THE GOVERNING BOARD

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

<https://meet.google.com/erf-anzh-pgy>

To listen to the meeting, please call (US) +1 315-320-6325 PIN: 311 285 319#

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

<https://tream.meet.google.com/stream/90eecbcc-fe30-434f-9619-e85a7d98c02c>

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

Wednesday, October 14, 2020

Open Session -- 6:00 p.m.

### NOTICE

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

### AGENDA

If you wish to speak to the Governing Board, comments will be accepted in writing only. You may submit your comment to [vcenesa@nsd.us](mailto:vcenesa@nsd.us) no later than 12:00 p.m. Wednesday, October 14, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, October 14, 2020 at (619) 336-7701.

**NATIONAL SCHOOL DISTRICT**

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

*Creating Successful Learners... Now*

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. PUBLIC COMMUNICATIONS**

Barbara Avalos,  
Board President

If you wish to speak to the Governing Board, comments will be accepted in writing only. You may submit your comment to [vcesena@nsd.us](mailto:vcesena@nsd.us) no later than 12:00 p.m. Wednesday, October 14, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, October 14, 2020 at (619) 336-7701.

**5. AGENDA**

**5.A. Accept Agenda.**

Barbara Avalos,  
Board President

**6. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Barbara Avalos,  
Board President

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

**6.A. Minutes**

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

Dr. Leighangela  
Brady, Superintendent

**6.A.II.** Approve the minutes of the Regular Board Meeting held on September 9, 2020.

Dr. Leighangela  
Brady, Superintendent

**6.A.III.** Approve the minutes of the Special Board Meeting held on September 28, 2020.

Dr. Leighangela  
Brady, Superintendent

**6.B. Administration- None**

Dr. Leighangela  
Brady, Superintendent

**6.C. Human Resources**

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

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

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**6.C.III.** Approve Classified Employee of the Year qualifications and nomination criteria for 2020-2021 school year.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**6.C.IV.** Approve Teacher of the Year qualifications and nomination criteria for 2020-2021 school year.

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**6.D. Educational Services**

**6.D.I.** Adopt Resolution #20-21.18 proclaiming October 23-31, 2020 as Drug Awareness Week (National Red Ribbon Week) in National School District.

Dr. Sharmila Kraft,  
Assistant  
Superintendent  
Educational Services

**6.E. Business Services**

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

Dr. Leighangela  
Brady, Superintendent

**7. GENERAL FUNCTIONS**

**7.A.** Approve Employment Agreement with Leighangela Brady, Ed.D., Superintendent.

Barbara Avalos,  
Board President

**7.B.** Approve Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources.

Dr. Leighangela  
Brady, Superintendent

**7.C.** Approve Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services.

Dr. Leighangela  
Brady, Superintendent

**7.D.** Updates and discussion on the Coronavirus (COVID-19) pandemic.

Dr. Leighangela  
Brady, Superintendent

## 8. POLICIES, REGULATIONS, BYLAWS

- 8.A.** First reading and adopt Board Policy 3470-Debt Issuance and Management. Dr. Leighangela Brady, Superintendent
- 8.B.** First reading of Board Policies and Administrative Regulations suggested updates (Exhibit B). Dr. Leighangela Brady, Superintendent

## 9. EDUCATIONAL SERVICES

- 9.A.** Conduct a public hearing for safely reopening the National School District Preschool. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
- 9.B.** Approve verification that National Elementary School District Preschool is closed due to being located on a National School District campus. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
- 9.C.** 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 2020-2021 school year. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
- 9.D.** Adopt Resolution #20-21.19 determining the sufficiency of instructional materials in National School District for the 2020-2021 school year, and approve the District adopted materials list. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
- 9.E.** Approve Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) for LEA subsidized internet access through their San Diego County of Education Broadband Connectivity Program. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
- 9.F.** Review purchase of nine Batería IV Woodcock-Muñoz (Batería IV™) Complete Kits. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
- 9.G.** Approve Contract #CT3772 with Rancho Coastal Speech Therapy. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**9.H.** Ratify contract #CT3731 for a new three-year contract with Edupoint for our hosted Synergy (Student Information System) services and support. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**9.I.** Ratify #CT3774 with The Regents of the University of California Irvine to provide support distance learning math instruction. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**9.J.** Approve #CT3771 with The Regents of the University of California Irvine for the 2020-2021 school year. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**9.K.** Approve the purchase of a digital subscription for Pear Deck for all National School District sites. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**9.L.** Approve commemorative tree and plaque at Palmer Way in honor of Dr. Sue Crittendon, former National School District teacher. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**10. HUMAN RESOURCES**

**10.A.** Presentation of National School District's insurance program. Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

**10.B.** Approve #CT3773 with Point Loma Nazarene University and National School District for a teacher internship agreement until August 31, 2023. Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

**11. BUSINESS SERVICES**

**11.A.** Adopt Resolution #20-21.20 prescribing the terms of the bond of the District. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**11.B.** Adopt Resolution #20-21.21 to establish a Building Fund-Proposition 39 (Fund 21-33). Dr. Leighangela Brady, Superintendent

**11.C.** Adopt Resolution #20-21.22 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13-18/19 Apple Computer Products, Services, and Related Items).

Dr. Leighangela  
Brady, Superintendent

**11.D.** Authorize the Director of Business Support Services to advertise for the purchase of two refrigerated delivery trucks for Child Nutrition Services.

Dr. Leighangela  
Brady, Superintendent

**12. BOARD WORKSHOP**

**13. BOARD/CABINET COMMUNICATIONS**

**14. ADJOURNMENT**



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

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

Agenda Item: **3. ROLL CALL**

Quick Summary /  
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: If you wish to speak to the Governing Board, comments will be accepted in writing only. You may submit your comment to [vcesena@nsd.us](mailto:vcesena@nsd.us) no later than 12:00 p.m. Wednesday, October 14, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, October 14, 2020 at (619) 336-7701.

Agenda Item: **5. AGENDA**  
Agenda Item: **5.A. Accept Agenda.**  
Speaker: Barbara Avalos, Board President  
Recommended Motion: Accept Agenda

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

Speaker: Barbara Avalos, Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **6.A.I. Approve the minutes of the Special Board Meeting held on September 8, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Minutes- 09/08/20

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

September 08, 2020  
10:00 AM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

Board President, Barbara Avalos called the meeting to order at 10:04 a.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 10:05 a.m.:**

Present:

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

Board President, Barbara Avalos took roll call.

**4. PUBLIC COMMUNICATIONS**

None.

**5. CLOSED SESSION- 10:00 A.M.**

Closed session was held from 10:04 a.m. to 3:35 p.m.

Board President, Barbara Avalos, announced that in Closed Session the Governing Board completed the Superintendent evaluation for the 2019-2020 school year.

## 6. ADJOURNMENT

Closed session was adjourned at 3:35 p.m.

Board President, Barbara Avalos, announced that in Closed Session the Governing Board completed the Superintendent evaluation for the 2019-2020 school year.

\_\_\_\_\_  
Clerk of the Governing Board

\_\_\_\_\_  
Secretary to the Governing Board

DRAFT

Agenda Item: **6.A.II. Approve the minutes of the Regular Board Meeting held on September 9, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Board Minutes- 09/09/20



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

September 09, 2020

6:00 PM

Virtual

[https://drive.google.com/file/d/1lxaYpQkTHI7hGICd4xTh05ci0\\_W5\\_bo1/view?usp=sharing](https://drive.google.com/file/d/1lxaYpQkTHI7hGICd4xTh05ci0_W5_bo1/view?usp=sharing)

**1. CALL TO ORDER**

Board President, Barbara Avalos called the meeting to order at 6:15 p.m.

**2. PLEDGE OF ALLEGIANCE**

Board Clerk, Brian Clapper, led the Pledge of Allegiance.

**3. ROLL CALL**

**Attendance taken at 6:16 p.m.:**

Present:

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

Absent:

Ms. Barbara Avalos

Updated Attendance:

Ms. Barbara Avalos was updated to present at: 6:22 p.m.

Mrs. Jocelyn Gomez took roll call.

**4. PUBLIC COMMUNICATIONS**

CSEA E-Board Chapter 206 and its Union Members, submitted a public comment regarding negotiations.

## **5. PRESENTATIONS**

### **5.A. Recognize the Child Nutrition Services Department Employees for the Month of September 2020.**

Recognized the Child Nutrition Services Department Employees for the Month of September 2020.

On behalf of the Governing Board, Human Resources presented the team with a certificate and "Live Friendly" mug.

### **5.B. Introduce and welcome the new employees.**

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

On behalf of the Governing Board, Human Resources presented each new employee with a District pin.

## **6. AGENDA**

### **6.A. Accept Agenda.**

**Motion Passed:** Acceptance of Agenda passed with a motion by Ms. Maria Dalla and a second by Ms. Alma Sarmiento.

Absent Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

## **7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

### **7.A. Minutes**

**7.A.I. Approve the minutes of the Special Board Meeting held on August 25, 2020.**

**7.A.II. Approve the minutes of the Special Board Meeting held on August 26, 2020.**

**7.A.III. Approve the minutes of the Regular Board Meeting held on August 26, 2020.**

**7.B. Administration**

**7.C. Human Resources**

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

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

**7.D. Educational Services**

**7.E. Business Services**

**7.E.I. Adopt Resolution #20-21.17 for Gann Appropriations Limit for the 2020-21 fiscal year.**

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

**8.GENERAL FUNCTIONS**

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

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

**9. EDUCATIONAL SERVICES**

**9.A. Presentation of the National School District 2020-2021 Learning Continuity and Attendance Plan.**

Dr. Sharmila Kraft gave a presentation on the National School District 2020-2021 Learning Continuity and Attendance Plan.

**9.B. Approve the National School District 2020-2021 Learning Continuity and Attendance Plan (Exhibit B).**

**Motion Passed:** Following discussion, approval of the National School District 2020-2021 Learning Continuity and Attendance Plan passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

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

**9.C. Approve contract #CT3764 with Achieve3000 Inc. for implementation at all National School District schools for the 2020-2021 school year.**

**Motion Passed:** Following discussion, approval of contract #CT3764 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

**9.D. Approve contract #CT3765 with Benchmark Education Company to provide professional learning to National School District teachers for the English Language Development component of Benchmark Advance.**

For the record, the contract cost for #CT3765 should not exceed the total as written: \$10,800.

**Motion Passed:** Following discussion, approval of contract #CT3765 passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

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

**9.E. Approve consultant contract #CT3767 with SWING Education to provide substitutes and tutoring services.**

**Motion Passed:** Approval of consultant contract #CT3767 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

**9.F. Approve the purchase of SeeSaw licenses for National School District for the 2020-2021 school year.**

**Motion Passed:** Following discussion, approval for the purchase of SeeSaw licenses passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

**9.G. Approve the purchase of digital subscription for Renaissance myON News and Renaissance myON Reader for National School District for the 2020-2021 school year.**

**Motion Passed:** Approval of the digital subscription purchase for Renaissance myON News and Renaissance myON Reader passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

**9.H. Approve the renewal of digital subscription for Imagine Español for National School District for the 2020-2021 school year.**

**Motion Passed:** Approval for the renewal of Imagine Español digital subscription passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

**10. HUMAN RESOURCES**

**10.A. Approve the appointment of the attached Peer Assistance and Review (PAR) Council members for the 2020-2021 school year.**

**Motion Passed:** Following discussion, approval of the Peer Assistance and Review (PAR) Council members appointment passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

## 11. BUSINESS SERVICES

### 11.A. Approve the 2019-2020 Unaudited Actuals Financial Reports (Exhibit C).

Dr. Brady and Ms. Erina Cowart gave a report on the 2019-2020 Unaudited Actuals Financial Reports.

**Motion Passed:** Approval of the 2019-2020 Unaudited Actuals Financial Reports passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

### 11.B. Approve contract #CT3769 with Managed Health Network to provide an Employee Assistance Program for non-benefited staff.

**Motion Passed:** Approval of contract #CT3769 passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

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

### 11.C. Approve membership for District Administrators in the Association for Supervision and Curriculum Development (ASCD) for the 2020-2021 school year.

**Motion Passed:** Following discussion, approval of membership for District Administrators in the Association for Supervision and Curriculum Development (ASCD) passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

### 11.D. Accept gifts.

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

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

## **12. BOARD WORKSHOP**

## **13. BOARD/CABINET COMMUNICATIONS**

Due to technical difficulties Ms. Sarmiento missed the vote for agenda item 7 and commented that she would have voted “yes” to item 7 if present at that time.

Ms. Betancourt-Castañeda thanked everyone who was present. She welcomed the new employees and congratulated the Child Nutrition Services department for their recognition. She thanked all who gave a presentation this evening. She thanked all staff for the hard work on Distance Learning as well as the reopening of schools. She thanked all the Board members for always putting children first.

Ms. Dalla thanked the National School District's staff for their hard work that is ultimately for the well-being and academic achievement of the students. She inquired about Integrity Charter filing a Learning Continuity and Attendance Plan (LCAP) and if the Board is required to review it.

Mr. Clapper thanked the Child Nutrition Services department for all their hard work during these hard times. He thanked all who gave a presentation this evening, including Ms. Erina Cowart who worked alongside Dr. Brady for their presentation. He shared that he misses visiting the schools and students. He thanked Ms. Erina Cowart and Dr. Brady for addressing one of his questions of where the leftover money goes. He wished everyone a good evening.

Dr. Hernandez welcomed the new employees. She wished everyone a good night.

Dr. Kraft thanked staff, Board members and families for their hard work in helping our students strive. She wished everyone a good evening. She wished an early happy birthday to Dr. Hernandez.

Dr. Brady thanked Ms. Erina Cowart and Dr. Kraft for preparing the presentation reports. She thanked the Board members for their questions and the time they take to prepare for the meetings. She thanked Dr. Hernandez for sharing the positive staff highlights. She commented on the requirements for reopening of schools. She also shared information regarding the requirements for the reopening of preschool and commented that the District is working closely with Ms. Charmaine Lawson, Director of Early Childhood Education, and will give updates as soon as they receive them. She wished a happy birthday to Mr. Joe Ferris, Ms. Barbara Avalos and Dr. Hernandez.

Due to technical difficulties Ms. Avalos missed the vote for agenda item 6.A. and commented that she would have voted “yes” to item 6.A. if present at that time. She thanked everyone for their hard work and presentations, including Dr. Hernandez, Ms. Erina Cowart. She shared that she nominated Mr. Gerardo Murillo, Custodian-Night, for the San Diego County School Boards Association (SDCSBA) 18th Annual "Honoring Our Own" Awards and won. She thanked everyone who was present at the meeting. She wished everyone a good night.

**14. ADJOURNMENT**

Board President, Barbara Avalos, adjourned the meeting at 9:20 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

DRAFT



Agenda Item: **6.A.III. Approve the minutes of the Special Board Meeting held on September 28, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Minutes- 09/28/20

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

September 28, 2020  
2:00 P.M.  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

Board President, Barbara Avalos called the meeting to order at 2:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 2:01 p.m.:**

Present:

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

Board President, Barbara Avalos took roll call.

**4. PUBLIC COMMUNICATIONS**

None.

**5. CLOSED SESSION - 2:00 P.M.**

Closed session was held from 2:01 p.m. to 5:15 p.m.

In closed session, the Governing Board voted unanimously to appoint a new Assistant Superintendent of Business Services. However, the candidate ultimately declined.

## 6. ADJOURNMENT

Closed session was adjourned at 5:15 p.m.

In closed session, the Governing Board voted unanimously to appoint a new Assistant Superintendent of Business Services. However, the candidate ultimately declined.

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Clerk of the Governing Board

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Secretary to the Governing Board

DRAFT

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: None

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

Agenda Item: **6.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

<b>Temporary Hires Pre-Approved Temporary Teacher</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
1. Jacob Nathenson	Temporary Teacher (1 of 3)	Palmer Way School	October 1, 2020

<b>Temporary Hires Pre-Approved Impact Teacher</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
2. Terrie Blunk	Impact Teacher (1 of 25)	Palmer Way School	September 21, 2020
3. Jacquelyn Campa	Impact Teacher (2 of 25)	Palmer Way School	September 21, 2020
4. Rebecca Cardoza	Impact Teacher (3 of 25)	El Toyon School	October 1, 2020
5. Tina Ceceña	Impact Teacher (4 of 25)	Central School	September 29, 2020
6. Wendy Elliott	Impact Teacher (5 of 25)	Lincoln Acres School	September 21, 2020
7. Mirna Garcia Delgadillo	Impact Teacher (6 of 25)	Kimball School	September 21, 2020
8. Kari Guentner	Impact Teacher (7 of 25)	Rancho de la Nación School	October 1, 2020
9. Sarah Lamb	Impact Teacher (8 of 25)	Kimball School	September 21, 2020
10. Angelica Newbold	Impact Teacher (9 of 25)	Las Palmas School	September 16, 2020
11. Catherine Pfizenmaier	Impact Teacher (10 of 25)	Las Palmas School	September 16, 2020
12. Barbara Sapper	Impact Teacher (11 of 25)	Las Palmas School	September 16, 2020
13. Lynn Stacey	Impact Teacher (12 of 25)	Rancho de la Nación School	October 1, 2020
14. Janice Stejskal	Impact Teacher (13 of 25)	Palmer Way School	October 1, 2020
15. Alma Armida Valencia	Impact Teacher (14 of 25)	Central School	September 29, 2020
16. Maria Vazquez-Wolfe	Impact Teacher (15 of 25)	Las Palmas School	September 23, 2020
17. Natalie Yacoo	Impact Teacher (16 of 25)	Lincoln Acres School	September 21, 2020

<b>Temporary Hires Pre-Approved ELPAC Assessment Tester</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
18. Ricardo Alvarado	ELPAC Assessment Tester (1 of 10)	District Office	October 2, 2020
19. Winifred Green	ELPAC Assessment Tester (2 of 10)	District Office	October 2, 2020
20. John Greene	ELPAC Assessment Tester (3 of 10)	District Office	October 2, 2020
21. Sara Hennessy	ELPAC Assessment Teacher (4 of 10)	District Office	October 2, 2020
22. Phillip Scott	ELPAC Assessment Teacher (5 of 10)	District Office	October 2, 2020

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

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

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

Attachments:  
Resignations/Retirements



<b>Resignations 10/14/20</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Christina Dickey	Enrichment Teacher	Ira Harbison & Kimball Schools	October 9, 2020

<b>Retirements 10/14/20</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Laverne Curry	Instructional Assistant – Health Care	Palmer Way School	October 1, 2020
Rachel Pedregal	Administrative Assistant – District	District Office	October 31, 2020
Vanessa Uribe	Instructional Assistant – Special Education	Lincoln Acres School	November 11, 2020

Agenda Item: **6.C.III. Approve Classified Employee of the Year qualifications and nomination criteria for 2020-2021 school year.**

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

Quick Summary / Abstract: Each year, one classified employee is selected to be honored as Classified Employee of the Year. This employee is recognized at a Governing Board meeting and represents the National School District at the San Diego County Office of Education competition for County Classified Employee of the Year.

Comments: The Governing Board of the National School District is eager to honor outstanding classified employees. Employees will be selected from the classified employee categories of Child Nutrition Services, Maintenance and Operations, Instructional Assistants, Transportation Services, Special Services, and Office Services. From these employees the National School District Classified Employee of the Year will be selected. This individual will represent the National School District at the county level competition.

A District Employee of the Year Joint Recognition Planning Committee will be formed to review the selection process for this honor. Based on committee recommendations, all nominations for District Classified Employee of the Year will be submitted directly to the Human Resources Department. The District Selection Committee will meet to review these nominations and finalists will be contacted for a brief personal interview by the committee. The committee will then select a District Classified Employee of the Year who will be nominated for San Diego County Classified Employee of the Year. The District Classified Employee of the Year and finalists will be honored at a Governing Board meeting in May of 2021.

Recommended Motion: Approve Classified Employee of the Year qualifications and nomination criteria for 2020-2021 school year.

Attachments:  
Classified Employee of the Year Criteria

## **2021 Classified Employee of the Year Criteria**

The Classified Employee of the Year should have:

At least five (5) years of continuous service, monthly or hourly status. During that time, the individual should have performed his or her duties in such an outstanding manner that he or she significantly contributed to the functioning of the school district. This may or may not include functions outside the regular scope of his or her job duties. Additional volunteer work in service to the school district may be used to support a nomination. However, the basic qualification should involve the work done by the employee during the regular course of his or her employment.

Nominations should be based on:

- Dedication to the job
- Interest in school and community involvement (may include involvement in own community if the nominee resides outside of the district)
- Positive interpersonal relations with co-workers, students, parents and the community
- Their representation as a positive role model for the classified staff
- A talent for creativity/innovation
- Their display of an ability to adapt to changes, embrace new technologies
- An interest in professional growth and development
- A willingness to take the extra step

Candidates will be judged on the basis of work performance, including personal factors and unusual or outstanding characteristics or achievements, and contributions to the betterment of the school district.

Agenda Item: **6.C.IV. Approve Teacher of the Year qualifications and nomination criteria for 2020-2021 school year.**

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

Quick Summary / Abstract: A District Employee of the Year Joint Recognition Planning Committee will be formed to review the selection process for this honor. Based on committee recommendations, school site committees will only forward nominees for District Teacher of the Year recognition who are willing to continue and fully participate in the selection process. The District Teacher of the Year Selection Committee will conduct classroom observations and personal interviews of those nominees who are chosen as finalists only. The District Teacher of the Year and all finalists will be honored at a Governing Board meeting in May 2021.

Comments: Materials will be distributed to all personnel to nominate a District Teacher of the Year. The campaign seeks to identify exceptionally skillful and dedicated teachers and honor them for their contributions to education. Each school site in the National School District will form a Teacher of the Year School Site Committee to review nominations and forward up to two nominees to the Districtwide Selection Committee for District Teacher of the Year. The District Selection Committee will then select a District Teacher of the Year.

Recommended Motion: Approve Teacher of the Year qualifications and nomination criteria for 2020-2021 school year.

Attachments:  
Teacher of the Year qualifications and nomination criteria

## 2021 Teacher of the Year Criteria

### Qualifications:

1. Minimum of **eight** (8) years teaching in the National School District.
2. Major responsibilities include direct contact with students (administrative and supervisory personnel are ineligible).
3. Possession of teaching credential for any level between preschool and sixth grade.
4. Must continue to teach next school year (i.e., no plans for retirement or to work in administration.)

The candidate recommended for the County Teacher of the Year should be able to:

- Comment orally and in writing, both in person and through various media, on current issues and challenges that confront the educational community;
- Respond meaningfully, thoughtfully, and concisely to the many concerns that may be raised in public forums, concerns that may range from something as specific as how to resolve a playground argument, to issues of statewide impact such as credentialing requirements;
- Explain specific programs, instructional strategies, or activities they have developed or contributed to, how those efforts benefited students, and how the experiences can be helpful in other schools and to other teachers;
- Conduct demonstration lessons, acting as resource for fellow teachers and contributing to recruitment efforts.

Within this context, the selection committee will examine, in a balanced, critical, thoughtful, impartial, and fair manner:

- Personal growth, e.g., collegiate-level education, professional development activities, inservice training, and record of teaching and related experience.
- Commitment, e.g., efforts to help teaching colleagues enhance and improve their skills and strategies, involvement in educational development activities in the school and beyond, and participation in civic and community affairs;
- Personal attributes, e.g., the abilities to lead and to be an effective participant in group activities, creativity in approaching problems and challenges, and proficiency at communicating ideas clearly, concisely, and effectively;
- Professional skills, e.g., accomplishing a program of instruction based on school objectives, district goals, and state curriculum frameworks; using appropriate instructional techniques, methods, and materials to fulfill teaching objectives; providing timely and accurate assessments of student progress toward stated objectives; communicating student progress in a positive manner; employing appropriate techniques of classroom management that promote a suitable learning environment; modeling to students and parents belief in the equity of students regardless of gender, religious preference, or racial, ethnic, or linguistic background; assisting students in developing effective interpersonal skills and positive self-images; and meeting a wide range of professional responsibilities for self-development and for the development of the educational community.

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

Agenda Item: **6.D.I. Adopt Resolution #20-21.18 proclaiming October 23-31, 2020 as Drug Awareness Week (National Red Ribbon Week) in National School District.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: Red Ribbon Week has been celebrated for many years by students in California Schools as an opportunity to showcase their support for a drug-free, tobacco-free and alcohol-free environment.

National School District supports this healthy environment for our students by initiating Board Policy for a Drug-Free and Tobacco-Free Workplace, a Zero Tolerance Policy and implemented structures to support the California Safe Schools Program.

Comments: In conjunction with school and community agencies all over San Diego County, National School District will take this opportunity to focus attention on healthy lifestyle. Students will be asked to participate in various activities at the school site. Bracelets will be distributed to students and staff.

Recommended Motion: Adopt Resolution #20-21.18 proclaiming October 23-31, 2020 as Drug Awareness Week (National Red Ribbon Week) in National School District.

Attachments:  
Resolution #20-21.18

# National School District Resolution

#20-21.18

## RED RIBBON WEEK

**WHEREAS**, alcohol, tobacco and drug abuse has reached pandemic stages in California and throughout the United States; and,

**WHEREAS**, it is imperative that community members launch unified and visible tobacco, alcohol and other drug prevention education programs and activities to eliminate the demand for these substances; and,

**WHEREAS**, the Red Ribbon Celebration will be observed across America during RED RIBBON WEEK, October 23-31, 2020; and,

**WHEREAS**, Parents, Youth, Government, Business, Law Enforcement, Schools, Religious Institutions, Service Organizations, Social Services, Health Services, Media and the General Public will demonstrate their commitment to drug-free communities by wearing and displaying Red Ribbon Week bracelets during this week-long celebration; and,

**NOW THEREFORE, BE IT RESOLVED**, that National School District does hereby support October 23-31, 2020 as RED RIBBON WEEK, and encourages all citizens to participate in tobacco, alcohol and other drug prevention programs and activities, making a visible statement and commitment to healthy, drug-free communities in which to raise a generation of drug-free youth; and,

**BE IT FURTHER RESOLVED** that National School District encourages all community members to pledge: "Respect Yourself, Be Drug Free."

AYES:

NOES:

ABSTAIN:

ABSENT:





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

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

Speaker: Dr. Leighangela Brady, Superintendent

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

Attachments:  
Exhibit A

Agenda Item: **7. GENERAL FUNCTIONS**

Agenda Item: **7.A. Amend Employment Agreement with Leighangela Brady, Ed.D., Superintendent.**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: Following a successful evaluation, this renewal of the Superintendent's current contract is being brought forward for Board consideration. Approval of this contract will extend the Superintendent's contract through 2023.

Leighangela Brady is the current Superintendent in the National School District. A copy of the agreement is available in the Office of the Superintendent.

Comments: Below is a summary of the recommendation for the final action on the Superintendent's salary and compensation:

- Due to the current pandemic and uncertain fiscal outlook, there will be no increase to the Superintendent's salary or compensation.
- The Superintendent's salary calculated on an annual basis (twelve months) shall remain at \$210,492.
- The Superintendent shall receive a monthly stipend of two-hundred and seventy-five dollars (\$275.00) for mileage expenses incurred on behalf of the District.

Recommended Motion: Amend Employment Agreement with Leighangela Brady, Ed.D., Superintendent.

Financial Impact: Salary and benefits: \$210,492  
Mileage expenses: \$3,300  
Annual cost  
General Fund

Attachments:  
Employment agreement- Superintendent

**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN  
THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT  
AND DR. LEIGHANGELA BRADY**

The Governing Board of the National School District (hereafter, the “Board”) and Dr. Leighangela Brady (hereinafter, the “Superintendent”) agree to amend the Employment Agreement Between the Governing Board of the National School District and Dr. Leighangela Brady which was ratified by the Board on October 10, 2018, (hereinafter “Agreement”), and to enter into this Amendment to the Employment Agreement (hereinafter, “Amendment”) on the following terms and conditions.

1. Section 1 (Term) of the Agreement shall be deleted and replaced with the following sentence:

The Board hereby employs the Superintendent for a period of three (3) years, beginning July 1, 2020 through June 30, 2023.

2. The first sentence of Section 2 (Renewal of Agreement) of the Agreement is deleted and replaced with the following sentence:

If prior to December 31 of the last year of this Agreement, the Board does not send or personally deliver a written notice to the Superintendent that this Agreement shall not be renewed for a three (3) year term to commence on July 1, 2023, then this Agreement shall be renewed automatically for a term of one (1) year on the same terms and conditions existing at the time of any such renewal.

3. With the exception of the above modifications, all other terms and conditions of the Agreement shall remain in full force and effect.

The Superintendent and the Board agree that this Amendment is not binding or enforceable unless it is ratified by the Board in an open session regular meeting of the Board.

\_\_\_\_\_  
**LEIGHANGELA BRADY**  
Superintendent

\_\_\_\_\_  
**BARBARA AVALOS**  
President of the Board

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

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

**RATIFIED BY THE GOVERNING BOARD ON: October 14, 2020**

**EMPLOYMENT AGREEMENT BETWEEN**  
**THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT**  
**AND DR. LEIGHANGELA BRADY**

This Employment Agreement (hereafter, "Agreement") is entered into by and between the Governing Board of the National School District of San Diego County, California (hereafter, the "Board") and Dr. Leighangela Brady (hereinafter, the "Superintendent"). The Board and the Superintendent hereby agree to the following terms and conditions:

**1. TERM**

The Board hereby employs the Superintendent for a period of three (3) years commencing July 1, 2018, and terminating on June 30, 2021.

**2. RENEWAL OF AGREEMENT**

If prior to December 31 of the last year of this Agreement, the Board does not send or personally deliver a written notice to the Superintendent that this Agreement shall not be renewed for a three (3) year term to commence on July 1, 2021, then this Agreement shall be renewed automatically for a term of one (1) year on the same terms and conditions existing at the time of any such renewal. The Board and the Superintendent acknowledge that the deadline notice date of December 31 is longer than the forty-five (45) day advance notice provision contained in Education Code section 35031. This provision shall not be implemented in any year unless the Superintendent between October 1 and November 15 of the last year of this Agreement sends or personally delivers to each member of the Board written notice regarding this provision, including the effect of the December 31 deadline.

**3. WORK YEAR**

The Superintendent is a full-time certificated management employee of the District and shall render full-time competent and regular service to the District for twelve (12) months during each annual period covered by this Agreement. The work year of the Superintendent shall consist of two hundred and sixty (260) days which shall be the rate used to determine the Superintendent's daily rate of pay for the purposes of the value of a vacation day. The Superintendent shall additionally be entitled to take off vacation and legal holidays in which the District Offices are closed. This paragraph takes precedence over any means or method by which the Superintendent's daily rate of pay may be calculated or determined unless the Board takes official action upon the mutual agreement of the Superintendent to modify this Agreement in writing. The parties acknowledge and agree that the Superintendent is an exempt employee and not entitled to overtime or compensatory time off.

**4. QUALIFICATIONS**

The Superintendent warrants and represents that she currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement.

**5. SALARY**

Effective July 1, 2018, the Superintendent's salary calculated on an annual basis (twelve months) shall be Two Hundred and Five Thousand, Three Hundred and Fifty-Eight Dollars (\$205,358) payable in equal monthly installments on the last working day of each calendar month of employment.

Effective July 1, 2019, the Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 2.5% to Two Hundred and Ten Thousand, Four Hundred and Ninety-Two Dollars (\$210,492) payable in equal monthly installments on the last working day of each calendar month of employment. This salary increase is dependent upon at least a Meets Expectations performance evaluation for the 2018-2019 school year.

The Board shall annually review the Superintendent's salary, and consider whether to make an adjustment in compensation. The Board reserves the right to increase the annual salary of the Superintendent at any time but not to decrease it at any time during any year of this Agreement.

**6. PROVISIONS REQUIRED BY GOVERNMENT CODE SECTIONS 53260-53264 AND 53243-53244**

Regardless of the term of this Agreement or any other provision contained in it, Government Code section 53260 requires that every employment Agreement include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of the contract. However, if the unexpired term of the contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by twelve (12). Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Superintendent finds other employment, whichever comes first. Again, however, if the unexpired term is greater than twelve (12) months, the maximum time for which the District may agree to continue health benefits paid for by the District shall be twelve (12) months.

Section 53260 notwithstanding, Government Code section 53260 prohibits the District from providing any cash or noncash settlement to the Superintendent if the District believes, and subsequently confirms, pursuant to an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. The intent of this provision is

only to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes. It should not be interpreted or applied to require the District to pay the Superintendent salary and/or benefits for twelve (12) months upon the termination of this Agreement.

In accordance with Government Code section 53243 *et seq.*, if the Superintendent is convicted of a crime involving the abuse of office or position, the Superintendent agrees that she shall fully reimburse the District for all of the following: (1) any paid leave salary paid by the District to the Superintendent pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Superintendent; and (3) any cash settlement paid to the Superintendent related to the termination of the Superintendent's employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243-53244, and shall be interpreted consistently with these statutes.

**7. HEALTH AND WELFARE BENEFITS**

The Board shall provide the same health benefit coverage as provided to other certificated management employees of the District and shall pay up to a maximum amount which is equal to the actual cost of such health benefits for family coverage (employee and two or more dependents). The Superintendent shall also be entitled to life insurance and disability income protection at District expense on the same terms and conditions as provided to other certificated managers.

If the Superintendent retires from employment with the District pursuant to applicable STRS law at any time after she has served at least ten (10) complete school years as the Superintendent of the District and has attained fifty-five (55) years of age, the District shall pay premiums for the medical benefits plan for the Superintendent until the age for eligibility for Medicare consistent with the practice or policy of the District for certificated employees who retire at age fifty-five (55) who have at least fifteen (15) years of service with the District. This provision does not guarantee the continuance of any specific contribution by the District, and it does not guarantee the continuance of any specific medical plan by the District, but it does guarantee payments of premiums by the District for whatever medical benefits plan may be provided by the District to certificated employees of the District under the practice or policy for certificated employees who retire at age fifty-five (55) who have at least fifteen (15) years of service with the District.

**8. VACATION AND SICK LEAVE**

The Superintendent is a twelve month certificated employee who is required to render competent full-time service during the term of this Agreement. The Superintendent shall be entitled to twenty-three (23) working days paid vacation each year which shall be earned and accrued each month or pro rata part thereof that the Superintendent is in paid status with the District. Such vacation days which are not used may be accumulated up to a maximum of forty-four (44) days. Upon the expiration or termination of this Agreement, the Superintendent shall be

LAB / MBC

paid for all accrued but unused vacation days to which she is entitled at the salary rate effective at the time of termination or expiration.

The Superintendent shall be entitled to and accrue twelve (12) working days of sick leave during each twelve (12) month period of this Agreement. Such leave may be accumulated without limitation.

**9. MILEAGE AND BUSINESS EXPENSES**

Effective October 1, 2018, the Superintendent is required to possess and maintain an automobile for the performance of her duties. The Superintendent shall receive a monthly stipend of two-hundred and seventy-five dollars (\$275.00) for mileage expenses incurred on behalf of the District.

The Superintendent shall be reimbursed for miscellaneous business expenses, within the limits and in accordance with District policy, not otherwise covered by this Agreement.

**10. OTHER BENEFITS**

The Board shall pay the annual dues of the Superintendent so that the Superintendent may maintain membership in two (2) professional organizations, and one (1) local service organization of the Superintendent's choice.

The Superintendent, as a certificated employee, is also entitled to all leaves of absence provided to certificated employees by law or by the Board generally to other certificated management employees of the District, except that the exercise of any leave entitlements shall not preclude the Board from terminating this Agreement for the reasons provided in this Agreement.

**11. PROFESSIONAL MEETINGS**

The Superintendent may attend State, national, or local functions related to her employment with the District, consistent with the District Budget adopted by the Board, and the District shall pay the actual, reasonable, and necessary expenses of attendance by the Superintendent at such functions. All out-of-state travel for which reimbursement will be claimed shall be approved in advance by the Board consistent with Board Policy.

**12. DUTIES AND RESPONSIBILITIES**

The Superintendent shall have the authority of Superintendent as prescribed by the laws of the State of California and agrees to perform the duties required by this Agreement, State, and Federal laws, and District Policies at the highest level of professional competence. The Superintendent shall be the Chief Executive Officer of the District, shall act as Secretary to the Board, and shall have such powers and duties which are delegated to her or assigned to her by the Board. The Superintendent shall have the primary responsibility for execution of Board

Policy, and the Board shall retain the responsibility for formulating and adopting said policy. The parties agree, individually and collectively, not to interfere with or usurp the responsibilities of the other party. The Superintendent shall have the responsibility for organizing, reorganizing, and arranging the administrative and supervisory staff, including instruction and business affairs, which in her judgment will best serve the District. The Superintendent shall have primary responsibility for all personnel matters, including selection, assignment, and transfer of all employees, subject to prior approval of the Board. In all personnel matters, the Superintendent shall present her recommendations to the Board. In the event the Board does not approve said recommendations, the Superintendent shall submit another recommendation to the Board within a reasonable period of time.

### **13. PROFESSIONAL ACTIVITIES**

With prior official approval by the Board at an open meeting of the Board, the Superintendent may undertake outside professional activities, including consulting, speaking and writing, either with or without compensation provided that such activities do not in the exclusive judgment of the Board, after being fully advised by the Superintendent, tend to interfere with the Superintendent's normal duties, impair her effectiveness, or result in a conflict of interest under state law. Prior approval of the Board is not required in the event such outside professional activities are scheduled for nonwork days or vacation days. If the Superintendent engages in outside professional activities which generate any compensation, the Superintendent shall either schedule such activities for nonwork days or take vacation and shall do so on days on which she is not required to render services to the District by the Board. This prohibition shall not apply to the possible infrequent occasion(s) on which the Superintendent engages in such professional activities early in the morning, at lunch, or late in the day and still works a full workday for the District.

### **14. SUPERINTENDENT'S PERFORMANCE OBJECTIVES**

Every year the Board and the Superintendent shall meet in closed session to establish the Superintendent's confidential personal performance objectives for that school year. The Board may revise, modify, add to or delete the proposed performance objectives from the list. The Superintendent shall prepare no less than three (3) major performance objectives and specific plans to achieve those objectives. The performance objectives finally established by the Board shall be reduced to writing and shall be based on or reasonably related to the duties and responsibilities set forth in this Agreement and the duly adopted position description for the position of District Superintendent.

### **15. PERFORMANCE EVALUATION**

The Board and the Superintendent acknowledge that the employment relationship between the Board and the Superintendent is a very special and important relationship. This relationship requires regular communication and feedback. The Superintendent shall, on an as needed or as directed basis, schedule a closed session of the Board for an informal evaluation conference of the Superintendent. The Board may evaluate the Superintendent in writing at any time and at



least once each year. The Board may also conduct mid-year progress assessment of the Superintendent. Evaluations, as well as mid-year progress assessments, may be based upon the Superintendent's performance objectives, the District Goals, and the duties and responsibilities of the Superintendent under law, this Agreement, the adopted job position, and actions by the Board.

The evaluation process and evaluation documents are confidential.

The Superintendent shall submit to the Board a recommended format for the evaluation and assessment of her performance. The format shall be objective and shall contain, among other criteria, Board-Superintendent relations, community relations, staff and personnel matters, budget and financial leadership, educational leadership, and professional and leadership development.

The recommended evaluation format shall provide for a rating system such that the Board may indicate whether the performance of the Superintendent: (1) Exceeds Expectations, (2) Meets Expectations, (3) Adequate Progress, (4) Needs Improvement, or (5) Unsatisfactory, both as to overall performance and as to the specific criteria and/or other items being evaluated.

The Board in closed session shall adopt the evaluation format to be used.

In the event the Board determines that the overall evaluation of the Superintendent is "Needs Improvement" or is "Unsatisfactory," the Board shall describe in writing and in reasonable detail said deficient performance, including specific instances where appropriate. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to need improvement or unsatisfactory.

A copy of any written evaluation shall be given to the Superintendent who shall have the right to make a written response within ten (10) calendar days, which written response shall be attached to the evaluation when it is placed in her personnel file. The Board shall meet with the Superintendent to discuss its written evaluation within thirty (30) days after giving it to her.

Following any overall performance evaluation of the Superintendent that "Needs Improvement" or is "Unsatisfactory," the Superintendent shall be on probation. At the end of the six (6) month probation the Board should again evaluate the Superintendent. If the Board determines that the Superintendent has not improved her performance to overall Adequate Progress or better, the Board may determine that such continuing less than Adequate Progress constitutes a material breach of this Agreement and may proceed to terminate it under the terms of this Agreement.

Failure by the Board to evaluate or timely evaluate the Superintendent shall not preclude the Board from exercising any provision under this Agreement.

## **16. TERMINATION OF AGREEMENT**

A. This Agreement may be terminated by: (1) mutual consent at any time, (2) by non-renewal by the Board, (3) by the Board for breach of this Agreement, (4) by the Board for cause, which shall include, but not be limited to, failure to perform in a satisfactory manner, and/or any cause provided in Education Code sections 44932 or 44933, (5) by the Board because of continuing disability of the Superintendent, or (6) by resignation of the Superintendent upon ninety (90) days prior written notice to the Board.

B. In the event of a proposed termination of this Agreement for breach or for cause, the Board shall give at least thirty (30) days prior written notice to the Superintendent which shall contain a reasonably detailed statement of the charges which shall constitute cause or breach of a material term of this Agreement. The Superintendent shall be given the right to respond orally or in writing to the Board and the right to request an informal hearing before the Board. The Superintendent must request an informal hearing before the Board within five (5) calendar days after receiving the written notice from the Board. The informal hearing shall be held in closed session unless the Superintendent requests that the hearing be held in an open session at the time the Superintendent requests the informal hearing. The informal hearing shall be held within twenty-five (25) days of the written request by the Superintendent unless continued by good cause and mutual consent.

The hearing before the Board shall be conducted by the Board and shall not be a formal evidentiary hearing. The Superintendent shall be provided an opportunity to respond to the statement of charges and to present any documents or affidavits necessary. The Superintendent may be represented by legal counsel at her own expense and must notify the Board at least ten (10) days prior to the informal hearing that she will be represented by legal counsel.

The Board shall render a final decision within thirty (30) calendar days following the hearing.

C. In the event of a proposed termination of this Agreement because of the continuing disability of the Superintendent, the Board shall give at least thirty (30) days prior written notice to the Superintendent. No such notice shall be sent unless the Superintendent is determined to be unable to perform the essential duties of her position with or without reasonable accommodation. The Superintendent shall be given a reasonable opportunity to be heard in the way of any explanation or defense before any final decision or the proposed termination of this Agreement is made on the basis of continuing disability.

## **17. NOTIFICATION OF OTHER EMPLOYMENT**

The Superintendent shall notify the Board in writing within two (2) days of her becoming aware that she has been selected as a finalist for a full-time position with another public or private employer.

**18. MISCELLANEOUS PROVISIONS**

This Agreement is subject to the applicable laws of the State of California and to the rules and regulations of the State Board of Education.

This Agreement is the sole and only agreement between the parties and supersedes any prior oral understandings or written agreements.

This Agreement can be changed or modified only by a written document signed by both parties, except that the Board reserves the right to increase the Superintendent's salary at any time.

If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement, and the remaining terms and provisions shall be in full force and effect.

**19. RATIFICATION**

The Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board at a regular meeting of the Board.

Leigh Angela Brady  
LEIGHANGELA BRADY

Maria Betancourt-Castañeda  
MARIA BETANCOURT-CASTAÑEDA

Superintendent

President of the Board

Date: 10/11/18

Date: 10/17/18

RATIFIED BY THE GOVERNING BOARD ON: 10/10/18

Agenda Item: **7.B. Amend Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: The Superintendent is recommending renewal of the Assistant Superintendent of Human Resource's current contract. Approval of this contract will extend the Assistant Superintendent's contract through 2023.

Leticia Hernandez, Ed.D. is the current Assistant Superintendent of Human Resources in the National School District. A copy of the agreement is available in the Office of the Superintendent.

Comments: Below is a summary of the recommendation for the final action on the Assistant Superintendent of Human Resource's salary and compensation:

- Due to the current pandemic and uncertain fiscal outlook, there will be no increase to the Assistant Superintendent's salary or compensation.
- The Assistant Superintendent's salary calculated on an annual basis (twelve months) shall remain at \$176,776.
- The Assistant Superintendent shall receive a monthly stipend of two-hundred and seventy-five dollars (\$275.00) for mileage expenses incurred on behalf of the District.

Recommended Motion: Amend Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources.

Financial Impact: Salary and benefits: \$176,776  
Mileage expenses: \$3,300  
Annual cost  
General Fund

Attachments:  
Employment agreement- Asst. Supt./HR

**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN  
THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT  
AND DR. LETICIA HERNANDEZ**

The Governing Board of the National School District (hereafter, the “Board”) and Dr. Leticia Hernandez (hereinafter, the “Assistant Superintendent”) agree to amend the Employment Agreement Between the Governing Board of the National School District and Dr. Leticia Hernandez which was ratified by the Board on May 23, 2018, (hereinafter “Agreement”), and to enter into this Amendment to the Employment Agreement (hereinafter, “Amendment”) on the following terms and conditions.

1. Section 1 (Term) of the Agreement shall be deleted and replaced with the following sentence:

The Board hereby employs the Assistant Superintendent for a period of three (3) years, beginning July 1, 2020 through June 30, 2023.

2. The first sentence of Section 2 (Renewal of Agreement) of the Agreement is deleted and replaced with the following sentence:

If prior to December 31 of the last year of this Agreement, the Board does not send or personally deliver a written notice to the Assistant Superintendent that this Agreement shall not be renewed for a three (3) year term to commence on July 1, 2023, then this Agreement shall be renewed automatically for a term of one (1) year on the same terms and conditions existing at the time of any such renewal.

3. With the exception of the above modifications, and the Amendment to the Agreement which was ratified by the Board on October 10, 2018, all other terms and conditions of the Agreement shall remain in full force and effect.

The Assistant Superintendent and the Board agree that this Amendment is not binding or enforceable unless it is ratified by the Board in an open session regular meeting of the Board.

\_\_\_\_\_  
**LETICIA HERNANDEZ**  
Assistant Superintendent

\_\_\_\_\_  
**BARBARA AVALOS**  
President of the Board

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

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

**RATIFIED BY THE GOVERNING BOARD ON: October 14, 2020**

**AGREEMENT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT  
OF HUMAN RESOURCES  
BETWEEN THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT  
AND LETICIA HERNANDEZ**

This Agreement for Employment of Assistant Superintendent of Human Resources (hereafter "Agreement") is entered into by and between the Governing Board of the National School District of San Diego County, California (hereafter the "Board") and Leticia Hernandez (hereafter "Assistant Superintendent"). The Board and the Assistant Superintendent agree to the following terms and conditions:

**1. TERM**

The Board hereby employs the Assistant Superintendent for a period of three (3) years and one month commencing on June 1, 2018 and terminating on June 30, 2021.

**2. RENEWAL OF AGREEMENT**

If prior to December 31 of the last year of this Agreement, the Board does not send or personally deliver a written notice to the Assistant Superintendent that this Agreement shall not be renewed for a three (3) year term to commence on July 1, 2021, then this Agreement shall be renewed automatically for a term of one (1) year on the same terms and conditions existing at the time of any such renewal. The Board and the Assistant Superintendent acknowledge that the deadline notice date of December 31 is longer than the forty-five (45) day advance notice provision contained in Education Code section 35031. This provision shall not be implemented in any year unless the Assistant Superintendent between October 1 and November 15 of the last year of this Agreement sends or personally delivers to the Superintendent and each Member of the Board written notice regarding this provision including the effect of the December 31 deadline.

**3. WORK YEAR**

The Assistant Superintendent is a full-time certificated management employee and shall be required to render (12) months of full-time competent and regular service to the District or prorated portions thereof) during each year of this Agreement exclusive of holidays. This twelve (12) month period or prorated portions thereof shall be used to calculate the daily rate of pay for any days of vacation. The parties acknowledge and agree that the Assistant Superintendent is an exempt employee and is not entitled to overtime or compensatory time off.

**4. SALARY**

Effective June 1, 2018, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be shall be One Hundred and Fifty-Seven Thousand and Four Hundred Dollars (\$157,400.00 ) payable in equal installments on the last day of each



calendar month. The Assistant Superintendent's daily rate shall be calculated as set forth in Paragraph three (3) above.

The Board shall annually review the Assistant Superintendent's salary and consider whether to make an adjustment in compensation. The Board reserves the right to increase the annual salary of the Assistant Superintendent at any time during any year of this Agreement.

**5. PROVISION REQUIRED BY GOVERNMENT CODE SECTION 53260**

Regardless of the term of this Agreement or any other provision contained in it, Government Code section 53260 requires that every employment agreement include "a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of the contract. However, if the unexpired term of the contract is greater than eighteen months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen." Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Assistant Superintendent finds other employment, whichever comes first. Again, however, if the unexpired term is greater than eighteen (18) months, the maximum time for which the District may agree to continue health benefits paid for by the District shall be eighteen (18) months or until the Assistant Superintendent is employed elsewhere. Section 53260 notwithstanding, if the termination is based on fraud, misappropriation of funds, or other illegal fiscal practices, Government Code section 53260 prohibits the District from providing any cash or noncash settlement in an amount greater than the Assistant Superintendent's monthly salary multiplied by a number from zero to six (6) as determined by a hearing officer after a hearing. The intent of this provision is only to satisfy the requirements in Government Code section 53260-53264, and shall be interpreted consistently with these statutes. It should not be interpreted or applied to require the District to pay the Assistant Superintendent salary and benefits for eighteen (18) months upon the termination of this Agreement.

**6. ABUSE OF OFFICE PROVISIONS OF GOVERNMENT CODE**

If the Assistant Superintendent is convicted of a crime involving the abuse of office or position, the Assistant Superintendent agrees that she shall fully reimburse the District for all of the following: (1) any paid leave salary paid by the District to the Assistant Superintendent pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Assistant Superintendent; and (3) any cash settlement paid to the Assistant Superintendent related to the termination of the Assistant Superintendent's employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243-53244, and shall be interpreted consistently with these statutes.



**7. HEALTH AND WELFARE BENEFITS**

The Board shall provide the same health benefit coverage as provided to other certificated management employees of the District and shall pay up to a maximum amount which is equal to the actual cost of such health benefits for family coverage (employee and two or more dependents). The Assistant Superintendent shall also be entitled to life insurance coverage and disability income protection at District expense on the same terms and conditions as are provided to other certificated management employees.

**8. MILEAGE AND BUSINESS EXPENSES**

The Assistant Superintendent is required to possess and maintain an automobile for the performance of her duties. The Assistant Superintendent shall receive a monthly stipend of two hundred and seventy-five dollars (\$275.00) for mileage expenses incurred on behalf of the District.

The Assistant Superintendent shall be reimbursed for miscellaneous business expenses, within the limits and in accordance with District policy, not otherwise covered by this Agreement.

**9. VACATION**

The Assistant Superintendent shall be entitled to twenty-three (23) working days of paid vacation each year (or prorated portion thereof) for each year of service under this Agreement excluding paid holidays. Such vacation days which are not used may be accumulated up to a maximum of forty-four (44) days. Upon the expiration or termination of this Agreement, the Assistant Superintendent shall be paid for all accrued but unused vacation days to which she is entitled at the salary rate effective at the time of termination or expiration.

**10. OTHER BENEFITS**

With the prior approval of the Board, the Board shall also pay the annual dues for the Assistant Superintendent to maintain membership in the Association of California School Administrators and/or other professional organizations in the total amount for all such organizations not to exceed One Thousand Five Hundred Dollars (\$1,500) per year.

The Assistant Superintendent, unless otherwise provided for in this Agreement, shall also be entitled to all leaves of absence provided to certificated employees generally by law or by the Board except that the exercise of any leave entitlements shall not preclude the Board from terminating this Agreement for the reasons provided in this Agreement.



**11. PROFESSIONAL MEETINGS**

The Assistant Superintendent may attend state or national meetings, conferences or events outside of San Diego County which are related to her employment with the District with prior approval of the Board and the Superintendent, consistent with the District Budget adopted by the Board. With such prior approval, the Board shall pay the actual, reasonable, and necessary expenses of attendance by the Assistant Superintendent at such previously approved meetings, conferences or events in accordance with District policy, practice and procedure.

**12. DUTIES AND RESPONSIBILITIES**

The Assistant Superintendent shall report directly to the Superintendent and be under the immediate supervision of the Superintendent. The Assistant Superintendent shall have the duties and responsibilities and exercise the authority of an Assistant Superintendent as set forth in the applicable job description approved by the Board and those related duties assigned by the Board and the Superintendent.

**13. OUTSIDE PROFESSIONAL ACTIVITIES**

With prior official approval by the Board at an open meeting of the Board, the Assistant Superintendent may undertake outside professional activities, including consulting, speaking and writing, either with or without compensation, provided that such activities do not in the exclusive judgment of the Board, after being fully advised by the Assistant Superintendent, tend to interfere with the Assistant Superintendent's normal duties, impair his effectiveness, or result in a conflict of interest under state law. If the Assistant Superintendent engages in outside professional activities which generate any compensation, the Assistant Superintendent shall either schedule such activities for non-work days or take vacation and shall do so on days on which he is not required to render service to the District by the Board. This prohibition shall not apply to the possible infrequent occasion(s) on which the Assistant Superintendent engages in such professional activities early in the morning, at lunch time, or late in the day and still works a full work day for the District.

**14. COMMUNITY RELATIONS**

The Assistant Superintendent shall participate and be involved in community functions and civic organizations as determined necessary by the Board or the Superintendent.

**15. PERFORMANCE EVALUATION**

The Assistant Superintendent shall report directly to the Superintendent and be under the immediate supervision of the Superintendent. The Assistant Superintendent may be evaluated by the Superintendent at any time and at least once each year. Evaluations may be based upon the Assistant Superintendent's performance objectives, the District goals, and the duties and responsibilities of the Assistant Superintendent under the law, this



Agreement, the adopted job position, actions by the Board and directives from the Superintendent.

A copy of any written evaluation shall be given to the Assistant Superintendent who shall have the right to make a written response within ten (10) calendar days, which written response shall be attached to the evaluation when it is placed in her personnel file.

Failure by the Superintendent to evaluate or timely evaluate the Assistant Superintendent shall not preclude the Board from exercising any provision under this Agreement.

#### **16. MEDICAL EVALUATION**

Upon written notice from the Board or the Superintendent, the Assistant Superintendent shall undergo a medical examination to determine if she is medically fit to perform the essential duties of her position. The Board shall pay for the cost of this medical examination that is not covered by insurance. The results of the medical examination in terms of whether or not the Assistant Superintendent is medically fit to perform the essential duties of her position shall be communicated promptly in writing to the Superintendent and shall be considered confidential.

#### **17. TERMINATION OF AGREEMENT**

A. This Agreement may be terminated by: (1) mutual consent at any time, (2) at any time for the convenience of the Board, (3) by non-renewal by the Board, (4) by the Board for breach of this Agreement, (5) by the Board for cause, which shall include, but not be limited to, failure to perform in a satisfactory manner, and/or any cause provided in Education Code sections 44932 or 44933, (6) by the Board because of continuing disability of the Assistant Superintendent, or (7) by resignation of the Assistant Superintendent upon ninety (90) days prior written notice to the Board.

B. In the event of a proposed termination of this Agreement for breach or for cause, the Superintendent shall give at least thirty (30) days prior written notice to the Assistant Superintendent which shall contain a reasonably detailed statement of the charges which shall constitute cause or breach of a material term of this Agreement. The Assistant Superintendent shall be given the right to respond orally or in writing to the Board and the right to request an informal hearing before the Board. The Assistant Superintendent must request an informal hearing before the Board within five (5) calendar days after receiving the written notice from the Superintendent. The informal hearing shall be held in closed session unless the Assistant Superintendent requests that the hearing be held in an open session at the time the Assistant Superintendent requests the informal hearing. The informal hearing shall be held within twenty-five (25) days of the written request by the Assistant Superintendent unless continued by good cause and mutual consent.

The hearing before the Board shall be conducted by the Board and shall not be a formal evidentiary hearing. The Assistant Superintendent shall be provided an opportunity to respond to the statement of charges and to present any documents or affidavits necessary.



The Assistant Superintendent may be represented by legal counsel at her own expense and must notify the Board at least ten (10) days prior to the informal hearing that she will be represented by legal counsel.

The Board shall render a final decision in writing to the Assistant Superintendent within thirty (30) calendar days following the hearing including the reasons therefore and the effective date, if any, of the termination.

C. In the event of a proposed termination of this Agreement because of the continuing disability of the Assistant Superintendent, the Board shall give at least thirty (30) days prior written notice to the Assistant Superintendent. No such notice shall be sent unless the Assistant Superintendent is determined to be unable to perform the essential duties of her position with or without reasonable accommodation. The Assistant Superintendent shall be given a reasonable opportunity to be heard in the way of any explanation or defense before any final decision or the proposed termination of this Agreement is made on the basis of continuing disability.

D. This Agreement may also be terminated at any time without cause or other reason at the convenience of the Board by sending to the Assistant Superintendent or personally delivering notice by the Board that this Agreement shall terminate on the thirtieth (30<sup>th</sup>) day following the date of the notice to the Assistant Superintendent. If such notice is given, the Assistant Superintendent shall receive a maximum cash severance payment equal to the monthly salary of the Assistant Superintendent multiplied by twelve (12) months, or the number of months left on the unexpired term of this Agreement, or until the Assistant Superintendent is employed elsewhere, whichever is the lesser amount. Such payments shall be provided monthly or, at the Board's discretion, in a lump sum. Health benefits shall be also paid for the same period. This provision is required by Government Code section 53260, and shall be implemented consistent with that law.

## **18. MISCELLANEOUS PROVISIONS**

This Agreement is subject to the applicable laws of the State of California and to the rules and regulation of the State Board of Education.

This Agreement is the sole and only agreement between the parties and supersedes any prior oral understandings or written agreements.

This Agreement can be changed or modified only by a written document signed by both parties, except that the Board reserves the right to increase the Assistant Superintendent's salary at any time.

If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement, and the remaining terms and provisions shall be in full force and effect.

A handwritten signature in blue ink, appearing to read "Ingc, Ed", is written over a horizontal line.

**19. RATIFICATION**

The Assistant Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session of a regularly scheduled meeting of the Board.

  
**LETICIA HERNANDEZ**  
Assistant Superintendent

  
**MARIA BETANCOURT-CASTANEDA**  
President of the Board

Date: 5/15/18

Date: 5/15/18

RATIFIED BY THE GOVERNING BOARD ON: 5/23/2018

7

  
\_\_\_\_\_

AMENDMENT TO AGREEMENT FOR EMPLOYMENT  
OF ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES  
BETWEEN  
THE GOVERNING BOARD  
OF THE NATIONAL SCHOOL DISTRICT  
AND LETICIA HERNANDEZ

The Governing Board of the National School District (hereinafter referred to as the "Board") and Leticia Hernandez (hereinafter referred to as the "Assistant Superintendent") agree to amend the Agreement for Employment of Assistant Superintendent of Human Resources Between the Governing Board of the National School District and Leticia Hernandez which was ratified by the Board on October 10 2018 (hereinafter "Agreement"), and to enter into this Amendment to Agreement Between the Governing Board of the National School District and Leticia Hernandez (hereinafter "Amendment") on the following terms and conditions.


1. Section 4 (Salary) of the Agreement is amended as follows:

Effective July 1, 2018, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6% to One Hundred and Sixty-Six Thousand Seven Hundred and Seventy Dollars (\$166,770.00) payable in equal monthly installments on the last working day of each calendar month of employment.

Effective July 1, 2019, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6% to One Hundred and Seventy-Six Thousand Seven Hundred and Seventy-Six Dollars (\$176,776.00) payable in equal monthly installments on the last working day of each calendar month of employment.

2. With the exception of the above modifications, all other terms and conditions of the Agreement shall remain in full force and effect.

The Assistant Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified in by the Board in an open session meeting of the Board.

  
LETICIA HERNANDEZ  
Assistant Superintendent

  
MARIA BETANCOURT-CASTANEDA  
President of the Governing Board

Date: 10/11/18 Date: 10/17/18

Ratified in an open session of the Governing Board on: October 10<sup>th</sup>, 2018

Agenda Item:	<b>7.C. Amend Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services.</b>
Speaker:	Dr. Leighangela Brady, Superintendent
Quick Summary / Abstract:	<p>The Superintendent is recommending renewal of the Assistant Superintendent of Educational Services' current contract. Approval of this contract will extend the Assistant Superintendent's contract through 2023.</p> <p>Sharmila Kraft, Ed.D. is the current Assistant Superintendent of Educational Services in the National School District. A copy of the agreement is available in the Office of the Superintendent.</p>
Comments:	<p>Below is a summary of the recommendation for the final action on the Assistant Superintendent of Educational Services' salary and compensation:</p> <ul style="list-style-type: none"> <li>• Due to the current pandemic and uncertain fiscal outlook, there will be no increase to the Assistant Superintendent's salary or compensation.</li> <li>• The Assistant Superintendent's salary calculated on an annual basis (twelve months) shall remain at \$176,776.</li> <li>• The Assistant Superintendent shall receive a monthly stipend of two-hundred and seventy-five dollars (\$275.00) for mileage expenses incurred on behalf of the District.</li> </ul>
Recommended Motion:	Amend Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services.
Financial Impact:	<p>Salary and benefits: \$176,776  Mileage expenses: \$3,300  Annual cost  General Fund</p>
Attachments:	Employment agreement- Asst. Supt./Ed. Serv.

**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN  
THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT  
AND DR. SHARMILA SOHL KRAFT**

The Governing Board of the National School District (hereafter, the “Board”) and Dr. Sharmila Sohl Kraft (hereinafter, the “Assistant Superintendent”) agree to amend the Employment Agreement Between the Governing Board of the National School District and Dr. Sharmila Sohl Kraft which was ratified by the Board on May 23, 2018, (hereinafter “Agreement”), and to enter into this Amendment to the Employment Agreement (hereinafter, “Amendment”) on the following terms and conditions.

1. Section 1 (Term) of the Agreement shall be deleted and replaced with the following sentence:

The Board hereby employs the Assistant Superintendent for a period of three (3) years, beginning July 1, 2020 through June 30, 2023.

2. The first sentence of Section 2 (Renewal of Agreement) of the Agreement is deleted and replaced with the following sentence:

If prior to December 31 of the last year of this Agreement, the Board does not send or personally deliver a written notice to the Assistant Superintendent that this Agreement shall not be renewed for a three (3) year term to commence on July 1, 2023, then this Agreement shall be renewed automatically for a term of one (1) year on the same terms and conditions existing at the time of any such renewal.

3. With the exception of the above modifications, and the Amendment to the Agreement which was ratified by the Board on October 10, 2018, all other terms and conditions of the Agreement shall remain in full force and effect.

The Assistant Superintendent and the Board agree that this Amendment is not binding or enforceable unless it is ratified by the Board in an open session regular meeting of the Board.

\_\_\_\_\_  
**SHARMILA SOHL KRAFT**  
Assistant Superintendent

\_\_\_\_\_  
**BARBARA AVALOS**  
President of the Board

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

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

**RATIFIED BY THE GOVERNING BOARD ON: October 14, 2020**

**AGREEMENT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT  
OF EDUCATIONAL SERVICES  
BETWEEN THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT  
AND SHARMILA SOHL KRAFT**

This Agreement for Employment of Assistant Superintendent of Educational Services (hereafter "Agreement") is entered into by and between the Governing Board of the National School District of San Diego County, California (hereafter the "Board") and Sharmila Sohl Kraft (hereafter "Assistant Superintendent"). The Board and the Assistant Superintendent agree to the following terms and conditions:

**1. TERM**

The Board hereby employs the Assistant Superintendent for a period of two (2) years and one month commencing on June 1, 2018 and terminating on June 30, 2020.

**2. RENEWAL OF AGREEMENT**

If prior to December 31 of the last year of this Agreement, the Board does not send or personally deliver a written notice to the Assistant Superintendent that this Agreement shall not be renewed for a two (2) year term to commence on July 1, 2020, then this Agreement shall be renewed automatically for a term of one (1) year on the same terms and conditions existing at the time of any such renewal. The Board and the Assistant Superintendent acknowledge that the deadline notice date of December 31 is longer than the forty-five (45) day advance notice provision contained in Education Code section 35031. This provision shall not be implemented in any year unless the Assistant Superintendent between October 1 and November 15 of the last year of this Agreement sends or personally delivers to the Superintendent and each member of the Board written notice regarding this provision including the effect of the December 31 deadline.

**3. WORK YEAR**

The Assistant Superintendent is a full-time certificated management employee and shall be required to render (12) months of full-time competent and regular service to the District or prorated portions thereof) during each year of this Agreement exclusive of holidays. This twelve (12) month period or prorated portions thereof shall be used to calculate the daily rate of pay for any days of vacation. The parties acknowledge and agree that the Assistant Superintendent is an exempt employee and is not entitled to overtime or compensatory time off.

**4. SALARY**

Effective June 1, 2018, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be shall be One Hundred and Fifty-Seven Thousand and Four Hundred Dollars (\$157,400.00) payable in equal installments on the last day of each





calendar month. The Assistant Superintendent's daily rate shall be calculated as set forth in Paragraph three (3) above.

The Board shall annually review the Assistant Superintendent's salary and consider whether to make an adjustment in compensation. The Board reserves the right to increase the annual salary of the Assistant Superintendent at any time during any year of this Agreement.

**5. PROVISION REQUIRED BY GOVERNMENT CODE SECTION 53260**

Regardless of the term of this Agreement or any other provision contained in it, Government Code section 53260 requires that every employment agreement include "a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of the contract. However, if the unexpired term of the contract is greater than eighteen months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen." Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Assistant Superintendent finds other employment, whichever comes first. Again, however, if the unexpired term is greater than eighteen (18) months, the maximum time for which the District may agree to continue health benefits paid for by the District shall be eighteen (18) months or until the Assistant Superintendent is employed elsewhere. Section 53260 notwithstanding, if the termination is based on fraud, misappropriation of funds, or other illegal fiscal practices, Government Code section 53260 prohibits the District from providing any cash or noncash settlement in an amount greater than the Assistant Superintendent's monthly salary multiplied by a number from zero to six (6) as determined by a hearing officer after a hearing. The intent of this provision is only to satisfy the requirements in Government Code section 53260-53264, and shall be interpreted consistently with these statutes. It should not be interpreted or applied to require the District to pay the Assistant Superintendent salary and benefits for eighteen (18) months upon the termination of this Agreement.

**6. ABUSE OF OFFICE PROVISIONS OF GOVERNMENT CODE**

If the Assistant Superintendent is convicted of a crime involving the abuse of office or position, the Assistant Superintendent agrees that she shall fully reimburse the District for all of the following: (1) any paid leave salary paid by the District to the Assistant Superintendent pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Assistant Superintendent; and (3) any cash settlement paid to the Assistant Superintendent related to the termination of the Assistant Superintendent's employment. This provision expressly does not oblige the District to make any of these payments. The intent of this provision is to satisfy the requirements in Government Code sections 53243-53244 and shall be interpreted consistently with these statutes.

**7. HEALTH AND WELFARE BENEFITS**

The Board shall provide the same health benefit coverage as provided to other certificated management employees of the District and shall pay up to a maximum amount which is equal to the actual cost of such health benefits for family coverage (employee and two or more dependents). The Assistant Superintendent shall also be entitled to life insurance coverage and disability income protection at District expense on the same terms and conditions as are provided to other certificated management employees.

**8. MILEAGE AND BUSINESS EXPENSES**

The Assistant Superintendent is required to possess and maintain an automobile for the performance of her duties. The Assistant Superintendent shall receive a monthly stipend of two hundred and seventy-five dollars (\$275.00) for mileage expenses incurred on behalf of the District.

The Assistant Superintendent shall be reimbursed for miscellaneous business expenses, within the limits and in accordance with District policy, not otherwise covered by this Agreement.

**9. VACATION**

The Assistant Superintendent shall be entitled to twenty-three (23) working days of paid vacation each year (or prorated portion thereof) for each year of service under this Agreement excluding paid holidays. Such vacation days which are not used may be accumulated up to a maximum of forty-four (44) days. Upon the expiration or termination of this Agreement, the Assistant Superintendent shall be paid for all accrued but unused vacation days to which she is entitled at the salary rate effective at the time of termination or expiration.

**10. OTHER BENEFITS**

With the prior approval of the Board, the Board shall also pay the annual dues for the Assistant Superintendent to maintain membership in the Association of California School Administrators and/or other professional organizations in the total amount for all such organizations not to exceed One Thousand Five Hundred Dollars (\$1,500) per year.

The Assistant Superintendent, unless otherwise provided for in this Agreement, shall also be entitled to all leaves of absence provided to certificated employees generally by law or by the Board except that the exercise of any leave entitlements shall not preclude the Board from terminating this Agreement for the reasons provided in this Agreement.

## **11. PROFESSIONAL MEETINGS**

The Assistant Superintendent may attend state or national meetings, conferences or events outside of San Diego County which are related to her employment with the District with prior approval of the Board and the Superintendent, consistent with the District Budget adopted by the Board. With such prior approval, the Board shall pay the actual, reasonable, and necessary expenses of attendance by the Assistant Superintendent at such previously approved meetings, conferences or events in accordance with District policy, practice and procedure.

## **12. DUTIES AND RESPONSIBILITIES**

The Assistant Superintendent shall report directly to the Superintendent and be under the immediate supervision of the Superintendent. The Assistant Superintendent shall have the duties and responsibilities and exercise the authority of an Assistant Superintendent as set forth in the applicable job description approved by the Board and those related duties assigned by the Board and the Superintendent.

## **13. OUTSIDE PROFESSIONAL ACTIVITIES**

With prior official approval by the Board at an open meeting of the Board, the Assistant Superintendent may undertake outside professional activities, including consulting, speaking and writing, either with or without compensation, provided that such activities do not in the exclusive judgment of the Board, after being fully advised by the Assistant Superintendent, tend to interfere with the Assistant Superintendent's normal duties, impair his effectiveness, or result in a conflict of interest under state law. If the Assistant Superintendent engages in outside professional activities which generate any compensation, the Assistant Superintendent shall either schedule such activities for non-work days or take vacation and shall do so on days on which he is not required to render service to the District by the Board. This prohibition shall not apply to the possible infrequent occasion(s) on which the Assistant Superintendent engages in such professional activities early in the morning, at lunch time, or late in the day and still works a full work day for the District.

## **14. COMMUNITY RELATIONS**

The Assistant Superintendent shall participate and be involved in community functions and civic organizations as determined necessary by the Board or the Superintendent.

## **15. PERFORMANCE EVALUATION**

The Assistant Superintendent shall report directly to the Superintendent and be under the immediate supervision of the Superintendent. The Assistant Superintendent may be evaluated by the Superintendent at any time and at least once each year. Evaluations may be based upon the Assistant Superintendent's performance objectives, the District goals,



and the duties and responsibilities of the Assistant Superintendent under the law, this Agreement, the adopted job position, actions by the Board and directives from the Superintendent.

A copy of any written evaluation shall be given to the Assistant Superintendent who shall have the right to make a written response within ten (10) calendar days, which written response shall be attached to the evaluation when it is placed in her personnel file.

Failure by the Superintendent to evaluate or timely evaluate the Assistant Superintendent shall not preclude the Board from exercising any provision under this Agreement.

#### **16. MEDICAL EVALUATION**

Upon written notice from the Board or the Superintendent, the Assistant Superintendent shall undergo a medical examination to determine if she is medically fit to perform the essential duties of her position. The Board shall pay for the cost of this medical examination that is not covered by insurance. The results of the medical examination in terms of whether or not the Assistant Superintendent is medically fit to perform the essential duties of her position shall be communicated promptly in writing to the Superintendent and shall be considered confidential.

#### **17. TERMINATION OF AGREEMENT**

A. This Agreement may be terminated by: (1) mutual consent at any time, (2) at any time for the convenience of the Board, (3) by non-renewal by the Board, (4) by the Board for breach of this Agreement, (5) by the Board for cause, which shall include, but not be limited to, failure to perform in a satisfactory manner, and/or any cause provided in Education Code sections 44932 or 44933, (6) by the Board because of continuing disability of the Assistant Superintendent, or (7) by resignation of the Assistant Superintendent upon ninety (90) days prior written notice to the Board.

B. In the event of a proposed termination of this Agreement for breach or for cause, the Superintendent shall give at least thirty (30) days prior written notice to the Assistant Superintendent which shall contain a reasonably detailed statement of the charges which shall constitute cause or breach of a material term of this Agreement. The Assistant Superintendent shall be given the right to respond orally or in writing to the Board and the right to request an informal hearing before the Board. The Assistant Superintendent must request an informal hearing before the Board within five (5) calendar days after receiving the written notice from the Superintendent. The informal hearing shall be held in closed session unless the Assistant Superintendent requests that the hearing be held in an open session at the time the Assistant Superintendent requests the informal hearing. The informal hearing shall be held within twenty-five (25) days of the written request by the Assistant Superintendent unless continued by good cause and mutual consent.



The hearing before the Board shall be conducted by the Board and shall not be a formal evidentiary hearing. The Assistant Superintendent shall be provided an opportunity to respond to the statement of charges and to present any documents or affidavits necessary. The Assistant Superintendent may be represented by legal counsel at her own expense and must notify the Board at least ten (10) days prior to the informal hearing that she will be represented by legal counsel.

The Board shall render a final decision in writing to the Assistant Superintendent within thirty (30) calendar days following the hearing including the reasons therefore and the effective date, if any, of the termination.

C. In the event of a proposed termination of this Agreement because of the continuing disability of the Assistant Superintendent, the Board shall give at least thirty (30) days prior written notice to the Assistant Superintendent. No such notice shall be sent unless the Assistant Superintendent is determined to be unable to perform the essential duties of her position with or without reasonable accommodation. The Assistant Superintendent shall be given a reasonable opportunity to be heard in the way of any explanation or defense before any final decision or the proposed termination of this Agreement is made on the basis of continuing disability.

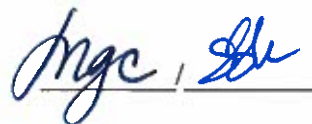
D. This Agreement may also be terminated at any time without cause or other reason at the convenience of the Board by sending to the Assistant Superintendent or personally delivering notice by the Board that this Agreement shall terminate on the thirtieth (30<sup>th</sup>) day following the date of the notice to the Assistant Superintendent. If such notice is given, the Assistant Superintendent shall receive a maximum cash severance payment equal to the monthly salary of the Assistant Superintendent multiplied by twelve (12) months, or the number of months left on the unexpired term of this Agreement, or until the Assistant Superintendent is employed elsewhere, whichever is the lesser amount. Such payments shall be provided monthly or, at the Board's discretion, in a lump sum. Health benefits shall be also paid for the same period. This provision is required by Government Code section 53260, and shall be implemented consistent with that law.

#### **18. MISCELLANEOUS PROVISIONS**

This Agreement is subject to the applicable laws of the State of California and to the rules and regulation of the State Board of Education.

This Agreement is the sole and only agreement between the parties and supersedes any prior oral understandings or written agreements.

This Agreement can be changed or modified only by a written document signed by both parties, except that the Board reserves the right to increase the Assistant Superintendent's salary at any time.



If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement, and the remaining terms and provisions shall be in full force and effect.

**19. RATIFICATION**

The Assistant Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session of a regularly scheduled meeting of the Board.

  
\_\_\_\_\_  
**SHARMILA SOHL KRAFT**  
Assistant Superintendent

  
\_\_\_\_\_  
**MARIA BETANCOURT-CASTANEDA**  
President of the Board

Date: 5/15/18

Date: 5/15/18

RATIFIED BY THE GOVERNING BOARD ON: 5/23/18

  
\_\_\_\_\_

AMENDMENT TO AGREEMENT FOR EMPLOYMENT  
OF ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES  
BETWEEN  
THE GOVERNING BOARD  
OF THE NATIONAL SCHOOL DISTRICT  
AND SHARMILA SOHL KRAFT

The Governing Board of the National School District (hereinafter referred to as the "Board") and Sharmila Sohl Kraft (hereinafter referred to as the "Assistant Superintendent") agree to amend the Agreement for Employment of Assistant Superintendent of Educational Services Between the Governing Board of the National School District and Sharmila Sohl Kraft which was ratified by the Board on October 10, 2018 (hereinafter "Agreement"), and to enter into this Amendment to Agreement Between the Governing Board of the National School District and Sharmila Sohl Kraft (hereinafter "Amendment") on the following terms and conditions.

1. Section 4 (Salary) of the Agreement is amended as follows:

Effective July 1, 2018, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6% to One Hundred and Sixty-Six Thousand Seven Hundred and Seventy Dollars (\$166,770.00) payable in equal monthly installments on the last working day of each calendar month of employment.

Effective July 1, 2019, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 6% to One Hundred and Seventy-Six Thousand Seven Hundred and Seventy-Six Dollars (\$176,776.00) payable in equal monthly installments on the last working day of each calendar month of employment.

2. With the exception of the above modifications, all other terms and conditions of the Agreement shall remain in full force and effect.

The Assistant Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified in by the Board in an open session meeting of the Board.



SHARMILA SOHL KRAFT  
Assistant Superintendent



MARIA BETANCOURT-CASTANEDA  
President of the Governing Board

Date: 10/16/18 Date: 10/17/18

Ratified in an open session of the Governing Board on: October 10<sup>th</sup>, 2018

Agenda Item: **7.D. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

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



Agenda Item: **8. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **8.A. First reading and adopt Board Policy 3470-Debt Issuance and Management.**

Speaker: Dr. Leighangela Brady, Superintendent

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

Recommended Motion: First reading and adopt Board Policy 3470-Debt Issuance and Management.

Attachments:  
Board Policy 3470-Debt Issuance and Management

# National SD

## Board Policy

### Business and Noninstructional Operations

BP 3470(a)

#### DEBT ISSUANCE AND MANAGEMENT

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

*(cf. 3000 - Concepts and Roles)*  
*(cf. 3460 - Financial Reports and Accountability)*  
*(cf. 7110 - Facilities Master Plan)*  
*(cf. 7210 - Facilities Financing)*

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

*(cf. 3312 - Contracts)*  
*(cf. 3600 - Consultants)*  
*(cf. 9270 - Conflict of Interest)*

**DEBT ISSUANCE AND MANAGEMENT** (continued)**Goals**

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs
2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements
3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues
4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements
6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

*(cf. 0000 - Vision)*

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

*(cf. 7000 - Concepts and Roles)*

**DEBT ISSUANCE AND MANAGEMENT** (continued)**Authorized Purposes for the**

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
2. To refund existing debt
3. To provide for cash flow needs

*(cf. 3100 - Budget)*

*(cf. 3110 - Transfer of Funds)*

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

**Authorized Types of Debt**

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
  - a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)
  - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)
  - c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have

**DEBT ISSUANCE AND MANAGEMENT** (continued)

been appropriated and committed to the district (Government Code 53859-53859.08)

2. Long-Term Debt

- a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

*(cf. 7214 - General Obligation Bonds)*

- b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

*(cf. 7212 - Mello Roos Districts)*

3. Lease financing, including certificates of participation (COPs)

- a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)
- b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)

4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs

5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

## **DEBT ISSUANCE AND MANAGEMENT (continued)**

### **Relationship of Debt to District Facilities Program and Budget**

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

### **Structure of Debt Issues**

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any BP

## **DEBT ISSUANCE AND MANAGEMENT (continued)**

accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

### **Method of Sale**

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

### **Investment of Proceeds**

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

*(cf. 3430 - Investing)*

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

**DEBT ISSUANCE AND MANAGEMENT** (continued)**Refunding/Restructuring**

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

**Internal Controls**

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

*(cf. 3314 - Payments for Goods and Services)*  
*(cf. 3400 - Management of District Assets/Accounts)*

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

**Records/Reports**

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)



**DEBT ISSUANCE AND MANAGEMENT** (continued)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

*Legal Reference:*EDUCATION CODE*5300-5441 Conduct of elections**15100-15262 Bonds for school districts and community college districts**15264-15276 Strict accountability in local school construction bonds**15278-15288 Citizen's oversight committees**15300-15425 School Facilities Improvement Districts**17150 Public disclosure of non-voter-approved debt**17400-17429 Leasing of district property**17450-17453.1 Leasing of equipment**17456 Sale or lease of district property**17596 Duration of contracts**42130-42134 Financial reports and certifications*ELECTIONS CODE*1000 Established election dates*GOVERNMENT CODE*8855 California Debt and Investment Advisory Commission**53311-53368.3 Mello-Roos Community Facilities Act*

53410-53411 *Bond reporting*  
53506-53509.5 *General obligation bonds*  
53550-53569 *Refunding bonds of local agencies*  
53580-53595.55 *Bonds*  
53850-53858 *Tax and revenue anticipation notes*  
53859-53859.08 *Grant anticipation notes*  
CALIFORNIA CONSTITUTION  
*Article 13A, Section 1 Tax limitation*  
*Article 16, Section 18 Debt limit*  
UNITED STATES CODE, TITLE 15  
*78o-4 Registration of municipal securities dealers*  
UNITED STATES CODE, TITLE 26  
*54E Qualified Zone Academy Bonds*  
CODE OF FEDERAL REGULATIONS, TITLE 17  
*240.10b-5 Prohibition against fraud or deceit*  
*240.15c2-12 Municipal securities disclosure*  
CODE OF FEDERAL REGULATIONS, TITLE 26  
*1.103 Interest on state and local bonds*  
*1.141 Private activity bonds*  
*1.148 Arbitrage and rebate*  
*1.149 Hedge bonds*  
*1.6001-1 Records*

*Management Resources:*

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS  
*California Debt Issuance Primer*  
GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS  
*An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016*  
*Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015*  
*Investment of Bond Proceeds, Best Practice, September 2014*  
*Selecting and Managing Municipal Advisors, Best Practice, February 2014*  
*Debt Management Policy, Best Practice, October 2012*  
*Analyzing and Issuing Refunding Bonds, Best Practice, February 2011*  
INTERNAL REVENUE SERVICE PUBLICATIONS  
*Tax Exempt Bond FAQs Regarding Record Retention Requirements*  
*Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016*  
U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS  
*Internal Control System Checklist*  
WEB SITES  
*California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>*  
*Government Finance Officers Association: <http://www.gfoa.org>*  
*Internal Revenue Service: <https://www.irs.gov>*  
*Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA):  
<http://www.emma.msrb.org>*  
*U.S. Government Accountability Office: <http://www.gao.gov>*  
*U.S. Securities and Exchange Commission: <https://www.sec.gov>*

Agenda Item: **8.B. First reading of Board Policies and Administrative Regulations suggested updates (Exhibit B).**

Speaker: Dr. Leighangela Brady, Superintendent

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

Attachments:  
Exhibit B

Agenda Item: **9. EDUCATIONAL SERVICES**

Agenda Item: **9.A. Conduct a public hearing for safely reopening the National School District Preschool.**

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

Quick Summary / Abstract: In accordance with Senate Bill (SB) 98 (Chapter 24, Statutes of 2020) and SB 820 (Chapter 110, Statutes of 2020) State Preschool Programs on school campus who do not physically open by September 8, 2020 must conduct a public hearing to provide discussion regarding a plan for safely reopening for the preschool program.

National School District preschools are included in the National School District Reopening plans that was Board approved on July 21, 2020.

Comments: National Elementary School District Preschool is closed due to being located on a school campus and will safely reopen when the District reopens.

The National School District Reopening plan is posted on the District website, [www.nsd.us](http://www.nsd.us), and provides an opportunity for community feedback. The plan was developed with stakeholder input.

Recommended Motion: Conduct a public hearing for safely reopening the National School District Preschool.

Financial Impact: None

Agenda Item: **9.B. Approve verification that National School District Preschool is closed due to being located on a National School District campus.**

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

Quick Summary / Abstract: Approval of this item will meet the requirements of Senate Bill (SB) 98 (Chapter 24, Statutes of 2020) and SB 820 (Chapter 110, Statutes of 2020) State Preschool Programs on school campuses who do not physically open by September 8, 2020 must submit written verification that the preschool program may not physically reopen due to District closure.

Recommended Motion: Approve verification that National School District Preschool is closed due to being located on a National School District campus.

Attachments:  
Verification of School Closure

## **Verification of Closure of Early Learning and Childcare Programs on a Local Education Agency Campus**

**Contractor Name:**

**Vendor Number:**

**County:**

**Contract Type(s):**

**Facility Address(es):**

**Name of Local Education Agency:**

The above early learning and care (ELC) program(s) are located on a Local Education Agency (LEA) campus that is closed for in-person instruction due to a local or state public health order or guidance, and the ELC program has been required to close by the LEA governing authority.

In accordance with SB 820, the governing authority of the LEA will discuss in a public hearing the LEA or community-based organization ELC program closure, and will prepare a plan for safely reopening the ELC program no later than when the LEA campus reopens for in-person instruction.

Name and Title of LEA Authority Requiring Closure:

Signature of LEA Governing Authority:

Date:

Signature of Contractor's Authorized Representative:

Date:

Agenda Item: **9.C. 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 2020-2021 school year.**

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

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

In accordance with SEC. 18. Section 60119 of the Education Code, the Notice of Public Hearing was provided 10 days prior to the public hearing as set forth in subdivision (a). The notice shall contain the time, place, and purpose of the hearing and shall be posted in three public places in the School District, at all school sites, District office and preschool center.

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

The required notice of Public Hearing was posted on October 2, 2020 at all school sites and Preschool Center.

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

Attached to the next item is a list of all National School District state-approved textbooks and instructional materials that have been Board approved over the last several years.

Recommended Motion: Conduct a public hearing to discuss the sufficiency of instructional materials in National School District for reading/language arts, mathematics, science, and history/social science for the 2020-2021 school year.

Attachments:  
Notice of Public Hearing



## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Governing Board of the National School District of San Diego County, California invites you to attend a public hearing to discuss the sufficiency of state-approved textbooks and instructional materials in National School District for the fiscal year 2020-2021.

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

**Date:** October 14, 2020

**Time:** 6:00 p.m.

**Place:** National School District – Virtual Board Meeting  
[meet.google.com/ysn-wumo-yzd](https://meet.google.com/ysn-wumo-yzd)

Written comments to this action may be submitted to Sharmila Kraft, Ed.D., Assistant Superintendent, Educational Services, at [superintendent@nsd.us](mailto:superintendent@nsd.us) no later than 12:00 p.m. on Wednesday, October 14, 2020.



Agenda Item: **9.D. Adopt Resolution #20-21.19 determining the sufficiency of instructional materials in National School District for the 2020-2021 school year, and approve the District adopted materials list.**

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

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

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

Approval of the instructional list ensures National School District compliance pursuant to EC Section 60210.

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

Comments: At the August 12, 2020 meeting, the Governing Board approved the English Language Development adoption of Benchmark Advanced/Adelante for grades K-6. The attached list reflects this new adoption.

Recommended Motion: Adopt Resolution #20-21.19 determining the sufficiency of instructional materials in National School District for the 2020-2021 school year, and approve the District adopted materials list.

Attachments:  
Resolution #20-21.19  
Core Curriculum

# National School District

## Resolution

#20-21.19

### DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR 2020-2021

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

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

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

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

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

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

Resolution #20-21.19  
October 14, 2020  
Page 2

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California, this 14th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

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

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Secretary to the Governing Board

National School District - Core Curriculum 2020-2021

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

National School District - Core Curriculum 2020-2021

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

Agenda Item: **9.E. Approve Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) for LEA subsidized internet access through their San Diego County of Education Broadband Connectivity Program.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to subsidized internet access through the San Diego County of Education (SDCOE) Broadband Connectivity Program.

The SDCOE Broadband Connectivity Program provides free internet access to any and all students within a San Diego County School Local Education Agency (LEA) who do not have access to reliable home internet.

The collaboration with SDCOE will allow National School District to continually monitor and provide internet access for all families throughout distance learning for the 2020-2021 school year.

Learning Loss Mitigation Funds will be used for this item.

Comments: As the pandemic continues, we are finding that more and more families find themselves in financial situations that do not allow for them to continue paying for home internet access. SDCOE Broadband Connectivity Program will support in addressing this ongoing issue through 1) equipment and 2) service.

Equipment: NSD currently has 600 T-Mobile hotspots available for students to checkout who do not have home internet access for distance learning. This amount of hotspots is currently sufficient to support the approximate 12% of all TK-6 students who do not have internet access in their home. National School District estimates requesting up to 60 additional hotspots through this MOU.

Service: As part of the SDCOE Broadband Connectivity Program, Cox Communications and Spectrum will deliver to the student's home, free of charge, all required equipment and/or accessories that may be needed to setup a reliable internet connection. Verizon will deliver to SDCOE all required equipment and/or accessories that may be needed to setup a reliable internet connection and SDCOE will deliver said equipment and accessories to the LEA.

Recommended Motion: Approve Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) for LEA subsidized internet access through their San Diego County of Education Broadband Connectivity Program.

Financial Impact: Contract cost not to exceed: \$3,420.00  
Additional staffing cost: \$0  
Other costs: \$600 monthly fee  
Annual cost  
General Fund (Learning Loss Mitigation Funds)

Attachments:  
MOU SDCOE District connectivity

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
NATIONAL SCHOOL DISTRICT  
RELATING TO THE  
SDCOE BROADBAND CONNECTIVITY PROGRAM**

This Memorandum of Understanding (“MOU”) is made by and among the San Diego County Superintendent of Schools (“SDCOE”) and NATIONAL SCHOOL DISTRICT (“Local Education Agency” or “LEA”). The parties to this MOU may be referred to herein collectively as “the parties” or individually as a “party.”

**A. PURPOSE AND SCOPE:**

SDCOE is pleased to offer LEA subsidized internet access through our SDCOE Broadband Connectivity Program. The SDCOE Broadband Connectivity Program is an established partnership between SDCOE and Cox Communications, LLC (“Cox Communications”), Charter Communications Operating, LLC (Spectrum), and Verizon Wireless (“Verizon”) to provide free internet access to any and all students within a San Diego County School LEA who do not have access to reliable home internet. As part of the SDCOE Broadband Connectivity Program, Cox Communications and Spectrum will deliver to the student’s home, free of charge, all required equipment and/or accessories that may be needed to setup a reliable internet connection. Verizon will deliver to SDCOE all required equipment and/or accessories that may be needed to setup a reliable internet connection and SDCOE will deliver said equipment and accessories to the LEA.

This MOU outlines the terms and conditions between SDCOE and LEA for participation in the SDCOE Broadband Connectivity Program and provides guidelines for the acceptable use of internet service and related equipment and/or accessories in connection with this program.

**B. AGREEMENT**

SDCOE Agrees to:

1. Provide LEA with access to the SDCOE account with Cox Communications, Spectrum, and Verizon in connection with the SDCOE Broadband Connectivity Program in order to provide LEA with the ability to enroll LEA students participating in the SDCOE Broadband Connectivity Program and submit orders on the student’s behalf for equipment in connection with such program.
2. Request reimbursement on a quarterly basis, paid in advance, in the amount not to exceed the actual costs of each order submitted by the LEA through SDCOE’s account with Cox Communications, Spectrum, and/or Verizon.
3. Provide LEA with initial technical support and training at the onset of the MOU’s effective date. Technical support does not include submitting orders on behalf of or for LEA. SDCOE shall not

be responsible for any mismanagement of account activity by the LEA and may take appropriate action against the LEA upon notice or discovery of the LEA's improper use of the SDCOE account.

LEA Agrees to:

1. Obtain a signed Student/Parent Acknowledgement Form and Acceptable Use Policy from each participating student and/or their parent or guardian prior to providing a student with internet access through the SDCOE Broadband Connectivity Program in order to ensure that each student and/or parent or guardian understands the acceptable use of the service and materials in connection with this program and acts in an appropriate manner consistent with school, district, and legal guidelines.
2. Notify SDCOE within three (3) business days of any student no longer participating in the SDCOE Broadband Connectivity Program and at minimum agrees to the following:
  - a. Take all deliberate and practicable measures to obtain the loaned equipment and/or accessories from the student and/or parent or guardian and return such equipment and/or accessories to SDCOE within (5) business days.
  - b. Upon notice or anticipation of a student no longer participating in the SDCOE Broadband Connectivity Program, the LEA will make every attempt to communicate with the student and parent or guardian to inform them of their obligation to promptly return the loaned equipment and/or accessories in connection with this program.
3. Promptly communicate to both the designated school personnel and the parent or guardian that it is the joint responsibility of school personnel and the parent or guardian of the student using the loaned equipment to educate the student about the responsibilities and expectations for using this technology. Furthermore, LEA agrees to help their students and parent or guardian to follow the following security, care, and usage guidelines:
  - a. The primary purpose and use of the loaned equipment and internet access shall always be prioritized first and foremost to access educational information, promote learning activities at home, and facilitate communication between home and school. All other uses shall never be prioritized over these.
  - b. LEA-provided internet shall only be used by the student for educational purposes only. Use of LEA-provided internet by anyone other than the student is prohibited.
  - c. Students shall use technology and the Internet in a safe, responsible, and appropriate manner.
  - d. In the case of theft or vandalism, I will notify school administration as soon as possible to report it.
  - e. Any intentional act by a student and or student's family members that damages or interferes with performance of the equipment and/or accessories' hardware, software, or wireless configuration will be considered vandalism and will be subject to school discipline



and/or other appropriate action.

- f. ***Use of the LEA-provided internet is not private***; students should not expect that files stored on or transmitted via the LEA's resource will be confidential.
  - g. I understand that my assigned equipment and/or accessories provided in connection with this program is subject to inspection and/or monitoring by LEA employees and other officials.
  - h. I realize that comprehensive web filtering may not be provided to all devices connecting to the internet, and LEA denies any responsibility for the accuracy of information obtained online.
  - i. Students shall not use the LEA-provided internet to conduct personal business activities, engage in religious activities for advertising, promotion, commercial purposes, or any other business enterprise or use other than for educational purposes.
  - j. I will not loan, sell, or in any other way give my assigned equipment and/or accessories provided in connection with this program to anyone, and agree to return it in good working condition (with the exception of normal wear and tear) upon either request by the LEA, enrolling in another school district, or moving out of San Diego County.
  - k. Students shall not send, access, submit, publish, or display any defamatory, abusive, obscene, profane, sexually oriented, threatening, offensive, or illegal material while using the LEA-provided internet.
  - l. Cyberbullying is specifically prohibited at all times. Students shall immediately report any inappropriate use, web site, or communication to their teacher or other staff member.
  - m. I understand that I shall not purposefully disable or circumvent any technology protection measure installed on loaned equipment and/or accessories.
  - n. I understand that my privileges to use LEA-provided internet in connection with this program may be terminated, denied, suspended, or revoked at any time and/or may be subject to school discipline and/or other appropriate actions in the event of a violation of any conditions of the this acknowledgement form, applicable law, or other school or LEA related policies or guidelines.
4. Take sole responsibility for the adequate management of equipment and/or accessories used in connection with this program and will not make a claim against SDCOE for loss of data, inaccurate output, work delays, or lost revenue resulting from the use of the service and materials.
  5. Maintain a record or database of all equipment and/or accessories loaned to students in connection with this program.
  6. Acknowledge that partnering with SDCOE in the SDCOE Broadband Connectivity Program is a privilege, not a right, and may result in incurred costs to the LEA or loss of program

participation should the LEA be found in violation of any of terms or conditions set forth herein.

7. Recognize that the loaned equipment and/or accessories are being provided to LEA's students free of charge. However, if the equipment and/or accessories are lost, stolen, or damaged by the LEA, its officer, agent, or employees, or by the student, parent, or guardian, SDCOE may seek reimbursement up to the actual cost of the equipment and/or accessories from the LEA.
8. Indemnify and hold SDCOE, its officer, agent, or employees, harmless from any losses sustained as the result of use or misuse of the technology resources provided in connection with this program by the student, and/or the loss or damage of personal technology. Furthermore, LEA agrees that SDCOE its officer, agent, or employees, shall not be responsible for any damages suffered by the student, including those arising from non-deliveries, misdeliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. Use of any information obtained via the Internet or communications technologies is at the student's own risk. LEA acknowledges that SDCOE its officer, agent, or employees, specifically denies any responsibility for the accuracy or quality of information obtained through the Internet and that SDCOE its officer, agent, or employees, assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices if such devices are damaged, lost, or stolen.
9. Reimburse SDCOE within thirty (30) days of receipt of each invoice submitted to the LEA by SDCOE. LEA agrees to pay for any and all actual costs associated with each order submitted by the LEA through SDCOE's account with Cox Communications, Spectrum, and Verizon.

#### **C. TERM AND TERMINATION**

The term of this MOU is for a period of 1 year from the effective date of this MOU and may be extended upon written mutual agreement. The MOU shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either party may terminate this MOU upon thirty (30) days written notice with or without cause. During said 30-day period both parties shall perform all of which was agreed upon in accordance with this MOU.

#### **D. DATA PROTECTION AND PRIVACY**

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

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

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

Each party will notify the other within 24 hours of a party discovering an unauthorized access or disclosure

of SDCOE or LEA data. The parties will work together to ensure compliance with FERPA regulations as applicable.

SDCOE has the right to change or modify the security and roles based upon changes to the system by SDCOE.

#### **E. AUDIT**

SDCOE agrees to maintain and preserve, until three (3) years after termination of the MOU with the LEA, 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 MOU.

#### **F. NOTICES**

Each party will appoint a person to serve as the official contact and coordinate the activities of each party in carrying out this MOU. The appointees of each party are:

SDCOE: John Cusack  
Senior Director, Infrastructure and Operations  
858-290-5661  
broadband@sdcoe.net

LEA: Name:  
Title:  
Phone:  
Email:

#### **G. NO ASSIGNMENTS**

Neither any part nor all of this MOU may be assigned or subcontracted, except as otherwise specifically provided herein. Any assignment or subcontracting in violation of this provision shall be void.

#### **H. 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 MOU, LEA is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE.

#### **I. AMENDMENTS**

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

#### **J. GOVERNING LAW/VENUE AND COMPLIANCE**

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

**L. COUNTERPARTS**

This MOU (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.

**M. ENTIRE AGREEMENT**

This MOU represents the entire MOU 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 MOU may not be amended in any way except by a writing duly executed by both parties hereto.

**N. AUTHORITY TO EXECUTE**

This MOU is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services. The persons executing this MOU on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

**NATIONAL SCHOOL DISTRICT**

\_\_\_\_\_

By (Authorized Signature)

\_\_\_\_\_

By (Authorized Signature)

\_\_\_\_\_

Name (Type or Print)

\_\_\_\_\_

Name (Type or Print)

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Agenda Item: **9.F. Review purchase of nine Bateria IV Woodcock-Muñoz (Bateria IV™) complete kits.**

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

Quick Summary / Abstract: The Bateria IV Woodcock-Muñoz (Bateria IV™) is the parallel Spanish version of the Woodcock-Johnson IV (WJ IV™). It offers an efficient, effective assessment of cognitive abilities and academic skills for Spanish speakers. National School District school psychologists and resource specialists use this assessment to assess students for initial and ongoing eligibility for special education.

These test kits will replace the Bateria III which will be outdated.

Comments: These test kits will be used by school psychologists and resources specialists at each school site. This purchase will be completed through a purchase order.

Recommended Motion: Review purchase of nine Bateria IV Woodcock-Muñoz (Bateria IV™) complete kits.

Financial Impact: Contract cost: \$22,347.72  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund

Agenda Item: **9.G. Approve Contract #CT3772 with Rancho Coastal Speech Therapy.**

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

Quick Summary / Abstract: In accordance with a written agreement for student #3713278, National School District has received a request for an Independent Speech-Language evaluation by an outside agency.

Comments: A professional Independent Educational Evaluation is an evaluation conducted by a qualified examiner who is not employed by the school district or other public agency responsible for the education of the student in question.

Rancho Coastal Speech Therapy is not currently on our approved contract list for this service; therefore, we are asking for approval of this contract in order to satisfy the conditions of the written agreement.

Recommended Motion: Approve Contract #CT3772 with Rancho Coastal Speech Therapy.

Financial Impact: Contract cost: Not to exceed \$1,650  
Additional staffing cost: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3772

[ - - - - - ]  
Fund                  Res                  Goal                  Function                  Object                  School

Contract No. CT3772

## National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 15 day of October, 2020,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and  
Rancho Coastal Speech Therapy P.O. Box 319

Contractor	Taxpayer ID Number	Mailing Address
<u>Solana Beach</u>	<u>CA 92015</u>	<u>P.O. Box 319</u>
City	State      Zip Code	

hereinafter referred to as "Contractor."

1. Services to be provided by Contractor. Provide a Psycho-Educational Evaluation.  
\_\_\_\_\_ at  
Rancho Coastal Office  
Location

2. Term. Contractor shall provide services under this Agreement on  
During the 2020-21 school year, \_\_\_\_\_.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Thousand Six Hundred Fifty Dollars (\$ 1650.00 ). District shall pay Contractor within 15 days of receipt of invoice by Business Services.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  
N/A

5. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:  
N/A

6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
9. Fingerprinting Requirements. Consultant agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
10. Employment with Public Agency. 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 actually being performed pursuant to this Agreement.
11. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
<b>NATIONAL SCHOOL DISTRICT</b>				
<hr/> Signature of Authorized Agent		<hr/> Signature of Authorized Agent		
<hr/> Typed or Printed Name		<hr/> Christy Himstreet Typed Name		
<hr/> Title		<hr/> Social Security or Taxpayer I. D. No.		
<b>Board Approval Date:</b> <u>10/14/20</u>		<u>619-987-3841</u> (Area Code) Telephone Number		



Agenda Item: **9.H. Ratify contract #CT3731 for a new three-year contract with Edupoint for our hosted Synergy (Student Information System) services and support.**

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

Quick Summary / Abstract: The District has been using Edupoint's Synergy Student Information System for the past thirteen years. The most recent five year contract #CT3051 expired at the end of last school year, therefore we are requesting board approval for a new three year contract. Synergy provides the District with flexible administrative features which make it easy to track attendance, and built-in tools that simplify sharing information. Additionally, Synergy tracks all health and immunization information and affords the ability to input, report, and track discipline incidents. Most of this information is required to be sent to CALPADS, the State student data system that tracks this information on a consistent basis.

Comments: Approval of contract #CT3731 will allow for continuous service of the current Synergy Student Information System from Edupoint for the 2020-2021. The contract would continue through June of 2023.

Recommended Motion: Ratify contract #CT3731 for a new three-year contract with Edupoint for our hosted Synergy (Student Information System) services and support.

Financial Impact: Contract Costs: \$146,044 (\$47,485 for 2020-2021; \$48,671 for 2021-2022; and \$49,888 for 2022-2023)  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
CT3731

Amendment 4  
To  
**EDUPOINT SOFTWARE LICENSE AGREEMENT**

**SUBSCRIPTION**  
Version 17.0

1. Exhibit A is renewed as follows:

**EXHIBIT A - Software Subscription License Agreement**  
**National School District**  
**Total Cost by Product and Service**

V20C25

<b>Synergy® Student Information System</b>						
PK - 12 Student Information (Included)		\$18,801	\$19,271	\$19,752		\$57,824
State Reporting for (Not in Bid)						
ParentVUE, StudentVUE, & Streams (Included)		\$4,701	\$4,818	\$4,939		\$14,458
Online Student Registration (Not in Bid)						
Master Schedule Builder (Not in Bid)						
<b>Synergy® Learning Management System (LMS)</b>						
TeacherVUE with Gradebook (Included)		\$9,401	\$9,636	\$9,877		\$28,914
LessonVUE (Not in Bid)						
Assessment (Not in Bid)						
MTSS / RTI (Not in Bid)						
One Roster Integration (Not in Bid)						
<b>Synergy® Analytics</b>						
Analytics (Not in Bid)						
<b>Synergy® Special Education</b>						
PK - 12 Student Special Ed (Not in Bid)						
<b>Synergy® Technology &amp; Appl Source Code</b>						
ST Tool Set (Object) & Appl Src Code (Not in Bid)						
<b>Synergy® Distance Learning</b>						
Distance Learning (Not in Bid)						
<b>Sub-Total Subscription Software License</b>		<b>\$32,903</b>	<b>\$33,725</b>	<b>\$34,568</b>		<b>\$101,196</b>
<b>3rd Party Subscription Software</b>						
		Year 1	Year 2	Year 3		Total
		2020-2021	2021-2022	2022-2023		
- -Test Item Bank (Not in Bid)						
- GradeCam (Not in Bid)						
<b>Sub-Total 3rd Party Subscription License</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Hosting</b>						
		Year 1	Year 2	Year 3	Year 4	Year 5
						Total
Hybrid Hosted by Edupoint	Yes	\$13,256	\$13,587	\$13,927		\$40,770
3rd Party Connections (10)	Yes	\$1,326	\$1,359	\$1,393		\$4,078
<b>Sub-Total Hosting Service</b>		<b>\$14,582</b>	<b>\$14,946</b>	<b>\$15,320</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Three Year Cost (excluding estimated expenses):</b>						<b>\$146,044</b>

EXHIBIT A - Continued  
Payment Schedule by Product and Service

Payment for Edupoint Subscription License	Amount	Payable On
1st Year Edupoint Subscription License	\$32,903	Due June 27, 2020
2nd Year Edupoint Subscription License	\$33,725	Due June 27, 2021
3rd Year Edupoint Subscription License	\$34,568	Due June 27, 2022
<b>Total 3 Year Edupoint Subscription License</b>	<b>\$101,196</b>	

Hosting	Amount	Payable On
1st Year Hosting	\$14,582	Due upon Contract Signing
2nd Year Hosting	\$14,946	1 year after Contract Signing
3rd Year Hosting	\$15,320	2 years after Contract Signing
<b>Total 5 Year Hosting Hybrid Hosted by Edupoint</b>	<b>\$44,848</b>	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

**Total Three Year Cost (excluding estimated expenses): \$146,044**

EXHIBIT A - Continued  
Payment Schedule by Year

Detailed Payment Schedule	Amount	Total
<b>Due June 27, 2020</b>		
1st Year Edupoint Subscription License	\$32,903	
1st Year Hybrid Hosted by Edupoint	\$14,582	
Payment Due		\$47,485
<b>Due June 27, 2021</b>		
2nd Year Edupoint Subscription License	\$33,725	
2nd Year Hybrid Hosted by Edupoint	\$14,946	
Payment Due		\$48,671
<b>Due June 27, 2022</b>		
3rd Year Edupoint Subscription License	\$34,568	
3rd Year Hybrid Hosted by Edupoint	\$15,320	
Payment Due		\$49,888
<b>Total Three Year Cost (excluding estimated expenses)</b>		<b>\$146,044</b>

**Pricing Notes:**

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 07/10/20. Sales tax is not included.
- Year 1 is the ( 12 Months ) period beginning on the date of Contract Signing.
- This proposal was based on 11 Schools with 6,005 students.
- Expenses included for Professional Services on Implementation
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Subscription License has a 15.1% discount applied to license fees.
- Escalation of 2.50% has been applied.

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems  
1955 S. Val Vista Drive, Suite 200  
Mesa, AZ 85204  
(480) 633-7500, (800) EDUPOINT  
Fax (480) 633-7501

National School District  
1500 N. Avenue  
National City, CA 91950-4825  
(619) 336-7500

Rob Wilson \_\_\_\_\_ President  
Printed Name Title

\_\_\_\_\_  
Printed name Title

\_\_\_\_\_  
Signature Date Signed

\_\_\_\_\_  
Signature Date Signed

Agenda Item: **9.I. Ratify #CT3774 with The Regents of the University of California Irvine to provide support distance learning math instruction.**

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

Quick Summary / Abstract: Due to the Governor's July 2020 unexpected decision for schools to remain in distance learning National School District required the immediate support of UC Irvine Math Project to provide services to support the continued teaching of inquiry-based mathematics in a distance learning format.

These services included:

-Creating remote/hybrid pacing guide for K-6 math professional development on

\*trainer of trainer English language development and inquiry based

\*math instruction to District Resource Teachers to support classroom teachers ; and distance learning teaching feedback and inquiry-based math in distance learning environment for Administrators.

Ratification of this item will allow National School District to render payment for these services.

Learning Loss Mitigation Funds will be used to pay for invoiced services.

Recommended Motion: Ratify #CT3774 with The Regents of the University of California Irvine to provide support distance learning math instruction.

Financial Impact: Contract cost: \$24,777.50  
Additional staffing cost: \$0  
Other costs: \$0  
One time cost  
General Fund-Learning Loss Mitigation Funds

Attachments:  
CT3774



This Sales and Services Agreement (this "Agreement"), dated 8/1/2020 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of the University of California, Irvine, Center for Educational Partnerships, Irvine Math Project, and National School District ("Client"), having a principal place of business at 1500 N Ave., National City, CA 91950.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

### Section 1 – Term and Termination.

#### 1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

#### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

#### 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

### Section 2 – Statement of Work.

#### 2.1. Services.

University shall perform the services set forth in Exhibit A (the "Services").

#### 2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes. Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University's Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

"Background Intellectual Property" shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client's furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, "Client Materials") or University's use of Client Materials constitutes an

infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

### **2.3. Client Responsibilities.**

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### **2.4. No Liability for Delay.**

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

### **2.5. Shipment and Delivery.**

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

## **Section 3 – Fees and Payment Schedule.**

### **3.1 Fees, Schedule and Invoicing.**

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

### **3.2 Service Charge.**

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

### **3.3 Form of Payment.**

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

## **Section 4 – Insurance.**

### **4.1 Client Insurance.**

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance (contractual liability included):	
Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Workers Compensation as required by law.	

#### 4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:	
Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Workers Compensation as required by law.	

#### Section 5 – Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

#### Section 6 –Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY’S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT’S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

#### Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which “University of California” is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University (“University Marks”) in a commercial context, such as may appear

on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

#### **Section 8 – Export Control and Biohazardous Materials.**

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

#### **Section 9 – Protected Health Information and Personally Identifiable Information.**

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

#### **Section 10 – Force Majeure.**

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

#### **Section 11 – Notices.**

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

#### **Section 12 – Relationship of the Parties.**

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

#### **Section 13 – Third Party Beneficiary.**

There are no intended third-party beneficiaries to this Agreement.

#### **Section 14 – Conflict of Interest.**

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;



- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

**Section 15 – Assignment.**

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

**Section 16 – Severability.**

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**Section 17 – Non-Waiver.**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

**Section 18 – Survival.**

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

**Section 19 – Amendments.**

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

**Section 20 – Governing Law and Venue.**

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

**Section 21 – Signatures and Counterparts.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

**Section 22 – Entire Agreement/Integration.**

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.



## EXHIBIT A – STATEMENT OF WORK

### I. PARTIES

#### CLIENT

Full Legal Name: National School District

Address (principal place of business): 1500 N Ave., National City, CA 91950

Phone Number: 619-336-7500

Client Contact: Beverly Hayes

Invoice Remittance Address/Instructions: 1500 N Ave., National City, CA 91950

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):* Click to enter where notices should be sent if different from above

#### UNIVERSITY

Name (of Campus/Department): Center for Educational Partnerships, Irvine Math Project

Address: 120 Theory, Suite 150, Irvine, CA 92697-2505

Phone Number: 949-824-6278

University Contact: Karajeane Hyde, Director, Irvine Math Project

Additional Payee Information (if applicable): Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):* N/A

### II. TERM OF AGREEMENT

This Agreement begins on August 1, 2020 and ends on 10/14/2020, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

### III. STATEMENT OF WORK

Services: Services are outlined as per Appendix A, attached hereto and made part of the agreement.

Deliverables: N/A

Information/Materials provided by Client: N/A

Additional Client Responsibilities: N/A

### IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost): \$24,777.50

Payment Schedule: Invoice client at end of services, Net 30

Terms of Payment: [Location – please consider setting up terms requiring payment in full before (or at the same time that) deliverables are provided, so that we have leverage to get the final payment from the Client. If all services are provided before the UC receives final payment, it may be difficult to collect outstanding fees from the Client. Also, if the UC is performing services before payment is due, consider running a credit check on the Client, to determine whether the Client pays its debts on-time.]  
Net 30

Limitations of Charges (if any): N/A

Invoicing Address: Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975

Form of Payment: Please make checks payable to: UC Irvine – UC Regents  
*All payments must reference the agreement number #\_\_\_\_\_.*

**Irvine Math Project- National City School District School District  
Math Proposal 2020-21 Quick COVID Preparation**

To support the preparation of NSD teachers and administrators to successfully implement the common core math standards in a virtual environment and through changes between remote and in person instruction, the UC Irvine Math Project will partner with the district to provide Remote/Hybrid Pacing, Training on how to teach inquiry-based math remotely, support for after school tutors and administrator training.

<b>2020-2021 Professional Development</b>		
<p><b>1 Partial Day of K-6 Administrator PD.</b> Day 1 will focus on having administrators experience what effective remote math instruction looks/feels like as well as understanding pacing during remote or hybrid instruction. Day 2 will focus on number talks and word problems as well as what to be looking for in remote instruction in mathematics.</p>	<p>\$1,035 per partial day x 1 day</p>	<p>\$1,035</p>
<p><b>Create Remote/Hybrid Pacing for K-6 math.</b> Each course will take the existing pacing and note which lessons need to be taught synchronously or in person (when available), which can be taught asynchronously, which should be skipped and which lessons from prior grade levels will need to be included to scaffold the holes created by a lack of significant learning the past 6 months. This will also include revising the 1 page course overview for remote/hybrid instruction</p>	<p>\$1,000 per course.  7 courses  To be completed by September 8</p>	<p>\$7,000</p>
<p><b>Provide 2 days PD for how to effectively teach inquiry-based math remotely, for grade 5 with half the grade joining each day.</b> PD days will focus on understanding the revised pacing for remote/hybrid instruction and then experiencing and learning to use the most effective tools to teach math remotely, with a specific focus on using virtual manipulatives, Pear Deck, Jamboard, break out rooms and whiteboards/doc cameras. Teachers will experience and then learn to teach using research based strategies that support all learners, with a focus on questioning, discourse, error analysis, reading and writing in mathematics, and following the major principles of How the Brain Learns Math. PD scheduled as release days</p>	<p>\$2,070 per presenter per day x 2 days</p>	<p>\$4,140</p>
<p><b>Provide ELD Support for Math PD to District Resource Teachers</b> IMP will model strategies to support students in understanding the language of performance tasks and/or word problems while DRT's participate to be able to replicate the support at specific school sites. After discussion and analysis, the DRTs (or classroom teachers) will implement the strategies with a second group of students or a new task.</p>	<p>\$2,070 per presenter per day  5 total Days</p>	<p>\$10,350</p>
<b>2020-21 COVID Preparation Totals and Overhead</b>		
10% Indirect Fee		\$2,252.50
<b>Total 2020-21 up to Oct. 15</b>		<b>\$24,777.50</b>

Agenda Item: **9.J. Approve #CT3771 with The Regents of the University of California Irvine for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this item will allow National School District to receive professional development services from UC Irvine Math Project on distance learning inquiry-based math strategies.

Services will be provided during the 2020-2021 school year for all sites and provide TK-6 professional development for distance learning mathematics. The District would only pay for services rendered.

Learning Loss Mitigation Funds will be used for this item.

Comments: Virtual professional development would include the following:  
\* Two Partial Days of TK-6 Administrator Professional Development  
\* Provide Two Days of Professional Development for Teaching Inquiry-based Math Remotely for Each Grade, TK-6  
\* Provide Demonstration/Modified Lesson Study Days Focused on Academic Language in Word Problems and Performance Tasks  
\* Provide Professional Development for After School REACH Tutors  
\* Provide Professional Development for Swing Substitutes

Recommended Motion: Approve #CT3771 with The Regents of the University of California Irvine for the 2020-2021 school year.

Financial Impact: Contract cost: \$98,384  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund (Learning Loss Mitigation Funds)

Attachments:  
#CT3771



**UNIVERSITY  
OF  
CALIFORNIA**

**SALES AND SERVICES AGREEMENT # \_\_\_\_\_**

This Sales and Services Agreement (this "Agreement"), dated 10/15/2020 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of the University of California, Irvine, Center for Educational Partnerships, Irvine Math Project, and National School District ("Client"), having a principal place of business at 1500 N Ave., National City, CA 91950.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

**Section 1 – Term and Termination.**

**1.1. Term**

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

**1.2. Termination for Convenience.**

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

**1.3. Termination for Cause.**

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

**Section 2 – Statement of Work.**

**2.1. Services.**

University shall perform the services set forth in Exhibit A (the "Services").

**2.2. Ownership/License of Deliverables.**

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes. Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University's Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

"Background Intellectual Property" shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client's furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, "Client Materials") or University's use of Client Materials constitutes an

infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

### **2.3. Client Responsibilities.**

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

### **2.4. No Liability for Delay.**

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

### **2.5. Shipment and Delivery.**

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

## **Section 3 – Fees and Payment Schedule.**

### **3.1 Fees, Schedule and Invoicing.**

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

### **3.2 Service Charge.**

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

### **3.3 Form of Payment.**

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

## **Section 4 – Insurance.**

### **4.1 Client Insurance.**

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.



Commercial Form General Liability Insurance (contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

**4.2 University Insurance.**

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

**Section 5 – Indemnification.**

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

**Section 6 –Disclaimer of Warranty and Limitation of Liability.**

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY’S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT’S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

**Section 7 – University Name and Trademarks.**

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which “University of California” is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University (“University Marks”) in a commercial context, such as may appear

on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

#### **Section 8 – Export Control and Biohazardous Materials.**

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

#### **Section 9 – Protected Health Information and Personally Identifiable Information.**

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

#### **Section 10 – Force Majeure.**

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

#### **Section 11 – Notices.**

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

#### **Section 12 – Relationship of the Parties.**

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

#### **Section 13 – Third Party Beneficiary.**

There are no intended third-party beneficiaries to this Agreement.

#### **Section 14 – Conflict of Interest.**

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;

- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

#### **Section 15 – Assignment.**

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

#### **Section 16 – Severability.**

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

#### **Section 17 – Non-Waiver.**

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

#### **Section 18 – Survival.**

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

#### **Section 19 – Amendments.**

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

#### **Section 20 – Governing Law and Venue.**

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

#### **Section 21 – Signatures and Counterparts.**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

#### **Section 22 – Entire Agreement/Integration.**

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.



## EXHIBIT A – STATEMENT OF WORK

### I. PARTIES

#### CLIENT

Full Legal Name: National School District

Address (principal place of business): 1500 N Ave., National City, CA 91950

Phone Number: 619-336-7500

Client Contact: Beverly Hayes

Invoice Remittance Address/Instructions: 1500 N Ave., National City, CA 91950

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):* Click to enter where notices should be sent if different from above

#### UNIVERSITY

Name (of Campus/Department): Center for Educational Partnerships, Irvine Math Project

Address: 120 Theory, Suite 150, Irvine, CA 92697-2505

Phone Number: 949-824-6278

University Contact: Karajean Hyde, Director, Irvine Math Project

Additional Payee Information (if applicable): Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975

*NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):* N/A

### II. TERM OF AGREEMENT

This Agreement begins on October 15, 2020 and ends on 6/30/2021, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

### III. STATEMENT OF WORK

Services: Services are outlined as per Appendix A, attached hereto and made part of the agreement.

Deliverables: N/A

Information/Materials provided by Client: N/A

Additional Client Responsibilities: N/A

### IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost): \$98,384

Payment Schedule: Invoice client at end of services, Net 30

Terms of Payment: [Location – please consider setting up terms requiring payment in full before (or at the same time that) deliverables are provided, so that we have leverage to get the final payment from the Client. If all services are provided before the UC receives final payment, it may be difficult to collect outstanding fees from the Client. Also, if the UC is performing services before payment is due, consider running a credit check on the Client, to determine whether the Client pays its debts on-time.]  
**Net 30**

Limitations of Charges (if any): N/A

Invoicing Address: Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975

Form of Payment: Please make checks payable to: UC Irvine – UC Regents  
*All payments must reference the agreement number #\_\_\_\_\_.*

**Irvine Math Project- National City School District School District  
Math Proposal 2020-21**

To support the preparation of NSD teachers and administrators to successfully implement the common core math standards in a virtual environment and through changes between remote and in person instruction, the UC Irvine Math Project will partner with the district to provide Remote/Hybrid Pacing, Training on how to teach inquiry-based math remotely, support for after school tutors and administrator training.

<b>2020-21 Professional Development</b>		
<p><b>2 Partial Days of K-6 Administrator PD.</b> Day 1 will focus on having administrators experience what effective remote math instruction looks/feels like as well as understanding pacing during remote or hybrid instruction. Day 2 will focus on number talks and word problems as well as what to be looking for in remote instruction in mathematics.</p>	<p>\$2,070 per day x 1 day (two partial days will be scheduled)</p>	<p>\$2,070</p>
<p><b>Provide 2 days PD for how to effectively teach inquiry-based math remotely, for each grade, K- 6 with half the grade joining each day.</b> PD days will focus on understanding the revised pacing for remote/hybrid instruction and then experiencing and learning to use the most effective tools to teach math remotely, with a specific focus on using virtual manipulatives, Pear Deck, Jamboard, break out rooms and whiteboards/doc cameras. Teachers will experience and then learn to teach using research based strategies that support all learners, with a focus on questioning, discourse, error analysis, reading and writing in mathematics, and following the major principles of How the Brain Learns Math. PD scheduled as release days</p>	<p>\$2,070 per presenter per day</p> <p>Each grade level will divide into 2 groups for each session</p> <p>2 days per course x 7 courses x 2 offerings per grade level = 28 total days -2 days grade 5 earlier = 26 total.</p> <p>PD to be scheduled between October 19 and March 30</p>	<p>\$53,820</p>
<p><b>Provide PD for After School REACH Tutors</b> to help them understand how mathematics should be taught and the development of abstract algorithms from the concrete to pictorial. This will allow tutors to support what is being taught in the classroom.</p> <p>PD days will focus on the vertical progression of major math topics, grades 3-6.</p>	<p>\$2,070 per presenter per day; includes copies, materials, mileage and prep. Max of 35 teachers</p> <p><u>Suggested Focus areas:</u> Multiplication Division Fraction Concepts Addition/Subtraction of Fractions Multiplication/Division of Fractions Ratios Decimals and Place Value Decimal Operations <b>8 Total days</b></p>	<p>\$16,560</p>
<p><b>Provide PD for SWING Subs</b> to learn how to teach remotely using tools such as Peardeck and Jamboard so teachers can be assured students are learning when they are out of the classroom for Professional Development.</p>	<p>\$2,070 per presenter per day.</p> <p>2 days</p>	<p>\$4,140</p>

<p><b>Provide Demonstration/Modified Lesson Study days focused on Academic Language in Word Problems and Performance Tasks.</b>  IMP will model strategies to support students in understanding the language of performance tasks and/or word problems while DRT's participate to be able to replicate the support at specific school sites. After discussion and analysis, the DRTs (or classroom teachers) will implement the strategies with a second group of students or a new task.</p>	<p>\$2,070 per presenter per day   5 total Days</p>	<p>\$10,350</p>
<p><b>General Support &amp; Mileage</b>  General Teacher, Admin team, district, and partnership communication and support. Includes review of all products.</p>		<p>\$2,500</p>
<p><b>2020-21 Totals and Overhead</b></p>		
<p>10% Indirect Fee</p>		<p>\$8,944</p>
<p><b>Total 2020-21</b></p>		<p>\$98,384</p>



Agenda Item: **9.K. Approve the purchase of a digital subscription for Pear Deck for all National School District sites.**

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

Quick Summary / Abstract: Approval of this contract will provide teachers and students remote access to the Pear Deck Google Extension during the 2020-2021 school year.

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

Comments: Pear Deck provides teachers with a Google Slide Extension that allows for engaging interactive lessons during remote, hybrid, or face to face instruction. Pear Deck is recommended as a supplemental support for all content instruction; however, it especially lends itself to the inquiry based approach of the UCI Math Units.

The current UCI Math Units have been revised and fortified to support virtual learning. The revised units include recommended uses of Pear Deck. This subscription for Pear Deck is an additional component intended to support remote instruction of the UCI Math units, which were originally developed for National School District teachers and students after board approval on August 8, 2018.

Recommended Motion: Approve the purchase of digital subscription for Pear Deck for all National School District sites.

Financial Impact: Subscription cost: \$15,000  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund (Learning Loss Mitigation Funds)

Attachments:  
Pear Deck Quote



# Pear Deck Quote

Founded by educators, Pear Deck is a platform for engaging every student, every day. Our mission and methods are backed by our experience in the classroom and our understanding of how schools and districts use technology. Pear Deck makes it easy for your teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

## Quote Details

**Quote 00010654**

**Prepared for:**

**National School District (CA)**

**1500 'N' Ave, National City, CA, 91950, United States**

**Primary School Google Domain:**

**Primary Contact: Wendy O'Connor, woconnor@nsd.us**

**Billing Contact:**

**Service Length:**

**Start: Oct 1 2020 End: Sep 30 2021**

**District Wide Domain License for the 2020-21 school year**

Product	Description	Sales Price	Discount	Total Price
District-Wide Premium Service	Full premium subscription access for all teacher, staff and administrators for 12 months	\$ 15,000.00		\$ 15,000.00
Webinar	Implementation Training	\$ 299.00	100%	\$ 0.00
<b>Total</b>		<b>\$15,299.00</b>	<b>2%</b>	<b>\$15,000.00</b>

## Terms and Conditions

### Terms

Terms By signing below, the undersigned agrees to be bound by the Pear Deck Terms of Service ("Terms of Service") which are incorporated by this reference herein. Current versions of the Terms of Service are located at <https://goo.gl/DZzJTz>. The Terms of Service contain certain terms and conditions not set forth in this Order Form. Pear Deck's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Service.

### Authority

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.

### Invoices

At the election of the undersigned, invoices shall be sent on either a monthly or annual basis. Invoices shall be payable within 30 days of the Invoice date, and are considered late after that date. Late invoices incur a fee of 2% (or the highest rate permitted by law, if less) and Pear Deck services may be disabled after 60 days of non-payment.

### Sales Tax Exempt

My school, district, or organization is exempt from my state's sales tax.

### Automatic Renewal

Pear Deck will automatically send me an invoice 1 month before my renewal date with a cap on fee increases of no more than 7% per year. Renewal may be cancelled anytime with 60 days notice to Pear Deck.

Name

---

Signature

---

Date

---

PO (optional)

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Next Step

Agenda Item: **9.L. Approve commemorative tree and plaque at Palmer Way in honor of Dr. Sue Crittendon, former National School District teacher.**

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

Comments: Dr. Sue Crittendon was a teacher in the National School District for 34 years. She mostly taught primary grades and was one of the original teachers at Palmer Way School. She was the master teacher to many other National School District teachers. Among her many contributions, she established a scholarship fund for students who attended National School District.

The tree and plaque which will be placed near the cafeteria and was donated through the generous contribution of the Crittendon family.

Recommended Motion: Approve commemorative tree to be planted at Palmer Way in honor of former teacher Dr. Sue Crittendon.

Agenda Item: **10. HUMAN RESOURCES**

Agenda Item: **10.A. Presentation of National School District's insurance program.**

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

Quick Summary /  
Abstract: Mr. Greg Trapp, Vice President of Keenan and Associates, will provide the Governing Board an overview of National School District's insurance program, otherwise referred to as the Joint Power Authority (JPA). The primary purpose of a JPA is to collectively share risk, group purchase, and develop specialized safety & loss control services. This presentation will outline National School District's insurance coverage for property and liability and worker's compensation.

Agenda Item: **10.B. Approve #CT3773 with Point Loma Nazarene University and National School District for a teacher internship agreement until August 31, 2023.**

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

Quick Summary / Abstract: This Internship Agreement is entered between Point Loma Nazarene University and the National School District. The internship program would require a student candidate to complete an internship under the supervision of a District provided coach. The agreement will be entered until August 31, 2023.

Recommended Motion: Approve #CT3773 with Point Loma Nazarene University and National School District for a teacher internship agreement until August 31, 2023.

Attachments:  
CT3773

**POINT LOMA NAZARENE UNIVERSITY  
SCHOOL OF EDUCATION**

**Teaching Internship Agreement with Cooperating School District**

This Internship Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **National School District** (the “District”).

Whereas, the University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach (“Internship”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support (“District Provided Coach(es)”); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

**I. Duties of the District**

- A. The District will hire University students for Internships (an “Intern” or “Teaching Intern”). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of multiple subject, single subject and special education, with a load that is appropriate for a beginning teacher, and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the curricular area, grade level, or services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- E. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CCCT guidelines.

- F. The District will provide sufficient resources to support Internships, including protected time for District Provided Coaches to provide support and mentoring to Teaching Interns within the school day.
- G. The District will provide Interns with clear terms of employment in writing no later than the first day of classes of the relevant school year. This notice shall identify and include contact information about the Intern's District Provided Coach.
- H. The District will identify a District Provided Coach who is immediately available to assist Teaching Interns with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.
- I. The District will provide professional development to its District Provided Coaches to ensure the quality of the internship experience.
- J. The District will ensure that all District and site administrative staff respect the confidentiality between the District Provided Coach and Intern. Internship activities will not have a relationship to District evaluation.
- K. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- L. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

## **II. Duties of the University**

- A. The University will designate a member of its faculty in teacher education to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf of the University ("University Supervisor"). This shall be done at the University's sole expense.
- B. The University will ensure that its Teaching Interns meet the following requirements necessary to acquire an intern teaching credential:
  1. Bachelors' degree from an accredited school of higher education
  2. Subject matter competency
  3. Passage of California Basic Educational Skills Test ("CBEST")
  4. Demonstrate knowledge of the United States Constitution by completing a college level course, or a college level examination in the subject
  5. Completion of 120 pre-service hours

The University will make application for the intern credential for those meeting the requirements.



- C. The University will enhance the Intern's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern's designated classroom to assist and support the Teaching Intern.
- E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Teaching Intern and their District Provided Coach in designing appropriate activities that support the Intern's work with students who require specialized or modified instruction in both the English language and their academic courses ("English Learners").
- F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Teaching Internship requirements.
- G. The University will provide advising and transitional assistance to Teaching Interns preparing to enter the Induction program.

### **III. Removal of Interns**

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern's performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

### **IV. FERPA**

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

### **V. Non-Discrimination**

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Teaching Intern pursuant to this Agreement on the basis of race,

creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

#### **VI. Compliance with Other Laws**

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

#### **VII. General Liability Insurance**

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Teaching Interns to carry professional liability insurance as a requirement of its program.

#### **VIII. Mutual Indemnification**

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

#### **IX. Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

#### **X. Severability**

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

## **XI. Term/Termination**

The initial term of this Agreement will be for three (3) academic years and shall extend from September 1, 2020 through August 31, 2023. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Teaching Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

## **XII. Additional Terms**

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

[Signature block on following page (page 6/6)]

**For Point Loma Nazarene University:**

Name: Kerry D. Fulcher, Ph.D.  
Title: Provost and Chief Academic Officer  
Address: Point Loma Nazarene University  
3900 Lomaland Dr.  
San Diego, CA 92106

\_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

**PLNU Contact:**

Name: Deborah E. Erickson, Ed.D.  
Title: Dean, School of Education  
Address: Point Loma Nazarene University  
4007 Camino Del Rio South, Suite 400  
San Diego, CA 92108

**For the District:**

Name (Print): \_\_\_\_\_

Address (Print): \_\_\_\_\_

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

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

Agenda Item: **11. BUSINESS SERVICES**

Agenda Item: **11.A. Adopt Resolution #20-21.20 prescribing the terms of the bond of the District.**

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

Quick Summary / Abstract: The voters of the National School District community passed a general obligation bond measure pursuant to Chapter 1.5, Education Code sections 15264-15288, to provide monies to finance the construction of school facilities in accordance with applicable public contract codes. The general obligation bonds will be sold by the District's bond underwriter, as set forth in the California Education Code 15100. A General Obligation (GO Bond), Measure HH, was approved by voters on November 8, 2016. Measure HH passed with 83.15% of voters.

This Resolution authorizes the following:

- Request to San Diego County for Authorization to Issue the Bond
- Issuance of the Bond
- Execution and Delivery of Bond Documents
- Sale of Bond to Qualified Buyer
- Establishment a Building Fund
- Identification of Bond Counsel to the District and Placement Agent for the sale and delivery of the Bond
- Intent to Reimburse Expenditures

Comments: Mr. Dale Scott, President of DS&C, will speak to this resolution and answer any questions of the Board before adoption.

Recommended Motion: Adopt Resolution #20-21.20 prescribing the terms of the bond of the District.

Attachments:  
Resolution #20-21.20

# National School District Resolution

#20-21.20

**A RESOLUTION OF THE GOVERNING BOARD OF THE NATIONAL SCHOOL DISTRICT PRESCRIBING THE TERMS OF THE BOND OF THE DISTRICT; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF A BOND ISSUANCE AGREEMENT, A PLACEMENT AGENT AGREEMENT, A PAYING AGENT AGREEMENT, AND AN INVESTMENT MANAGEMENT AGREEMENT; AND AUTHORIZING EXECUTION OF NECESSARY CERTIFICATES**

**WHEREAS**, the National School District (the “District”) is a school district duly organized under the laws of the State of California;

**WHEREAS**, the Governing Board of the District (the “Board”) determined that it would be in the best interest of the District to improve facilities throughout the District in order to benefit the students served by the District;

**WHEREAS**, at a duly called election held in the District on November 8, 2016, the requisite fifty-five percent (55%) vote of the District's qualified electors approved the following measure for incurring bonded indebtedness (the "2016 Authorization"):

“To repair and rebuild aging classrooms and facilities throughout the District; meet handicapped access requirements; increase student access to computers /technology; repair roofs; and improve campus security and student loading zones for increased safety; shall National School District be authorized to issue \$30 million of bonds with interest rates below legal limits, annual audits, independent citizens’ oversight, no money for administrative salaries and all funds spent locally and not taken by the State and used elsewhere?”

**WHEREAS**, the Board has determined that it is necessary and desirable to issue and sell its first series of general obligation bonds pursuant to the 2016 Authorization as a single bond to be designated the “National School District, San Diego County, California, General Obligation Bond, Election of 2016 Series A,” in an aggregate principal amount not to exceed \$3,000,000 (the “Bond”), pursuant to the terms of Chapter 3 of Part I of Section 2 of Title 5 sections 53506 et seq. of the Government Code, according to the terms and in the manner hereinafter set forth;

**WHEREAS**, Sections 53506 and following of the California Government Code (the “Government Code”), including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private or negotiated sale pursuant to Sections 15140 or 15146 of the California Education Code (the “Education Code”);

**WHEREAS**, Section 15140(b) of the Education Code provides that the board of supervisors of a county may authorize a school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report;

**WHEREAS**, because the District did not receive a qualified or negative certification in its most recent interim report, the District had decided to issue and sell the Bond on its own behalf through a negotiated sale pursuant to authorization to be obtained from the Board of Supervisors of the County of San Diego (the “County”);

**WHEREAS**, the following documents and proposed agreements relating to the execution, sale, and delivery of the Bond, which are incorporated herein by reference, have been presented to the Board for its review and approval:

- (a) the bond issuance agreement, by which the District issues the Bond and prescribes its terms (the “Bond Issuance Agreement”);
- (b) the placement agent agreement between Brandis Tallman and the District (the “Placement Agent Agreement”);
- (c) the paying agent agreement by and between the District and Office of the Treasurer-Tax Collector, San Diego County, relating to the Bond (the “Paying Agent Agreement”); and
- (d) The investment management agreement by and between the District and Office of the Treasurer-Tax Collector, San Diego County (“Investment Management Agreement”);

**WHEREAS**, it appears to the Board that the authorization, approval, execution, and delivery, as appropriate, of the agreements and documents described above or contemplated thereby or incidental thereto and the issuance, sale and delivery of the Bond in accordance with the Bond Issuance Agreement and this Resolution are desirable and in the best interests of the District; and

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of a general obligation bond of the District.

**NOW, THEREFORE**, be it resolved by the Governing Board of the National School District, San Diego County, California, as follows:

**Section 1.** Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

**Section 2.** Request to San Diego County for Authorization to Issue the Bond. The Board hereby requests that the Board of Supervisors of the County authorize the District to issue the Bond on its own behalf and sell the Bond through a competitive or negotiated sale, all pursuant to Sections 53506 et seq. of the Government Code and Section 15140(b) of the Education Code. The Board hereby represents and warrants that it has not received a qualified or negative certification in its most recent interim report.

**Section 3.** Authorization of the Bond. The Board hereby authorizes and approves the issuance of the Bond, in the aggregate principal amount of not to exceed \$3,000,000, on the terms and conditions set forth, and subject to the limitations specified, herein and in the Bond Issuance Agreement.

For purposes of Government Code section 5852.1, good faith estimates of (a) the true interest cost of the Bond is estimated to be 1.20%; (b) the costs associated with the issuance of the Bond (including any such costs which the Lender agrees to pay) is estimated to be \$165,000; (c) the amount of proceeds to be received by the District (less the costs of issuance or reserves or capitalized interest, if any) is \$2,835,000 since proceeds from the sale of the Bond will be used to pay costs of issuance; and (d) the total payment of and interest on the Bond through the final maturity of the Bond is estimated to be \$3,120,000.

**Section 4.** Authorization of Officers to Execute and Deliver Documents. The Board hereby authorizes the President of this Board, the Superintendent of the District, the Assistant Superintendent Educational Services of the District, the Assistant Superintendent Business Services of the District, and their designees (the "Authorized Representatives") and each of them individually, for and in the name of and on behalf of the District, to approve, execute, and deliver the following agreements and documents:

- a. the Bond Issuance Agreement;
- b. the Placement Agent Agreement;
- c. the Paying Agent Agreement; and
- d. the Investment Management Agreement

in substantially the forms presented to this meeting, which documents are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the documents for the District. The execution of the foregoing by an Authorized Representative or Authorized Representatives of the District shall constitute conclusive evidence of such officer's or officers' and the Board's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of documents presented to this meeting. The date, principal amortization, interest rate, form, terms of redemption, and other terms of the Bond, shall be as provided in the Bond Issuance Agreement as finally executed.



**Section 5.** Sale of the Bond. The Board hereby authorizes the Bond to be sold by negotiated sale on a private placement basis, to a qualified institutional buyer (a “Qualified Buyer”) within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the “Securities Act”). Upon recommendation of Dale Scott & Company, Inc. (the “Financial Advisor”), the Authorized Representatives, and each of them individually, on behalf of this Board, are hereby authorized to negotiate the sale of the Bond with the Qualified Buyer and to execute and deliver the term sheet or commitment letter to the Qualified Buyer. The terms and conditions of the offering and the sale of the Bond shall be as specified in the term sheet or commitment letter. All actions heretofore taken by the Authorized Representatives to negotiate and approve the term sheet or commitment letter, and to cause the sale of the Bond, are hereby ratified, confirmed and approved.

**Section 6.** Valid Obligations. The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in the issuing of the Bond in order to make it a legal, valid, and binding general obligation of the District have been performed and have been met, or will at the time of delivery of the Bond have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bond.

**Section 7.** Building Fund and Interest and Sinking Fund.

(a) The District hereby requests that the Paying Agent establish, create, and/or maintain as necessary the “National School District, Election of 2016, Building Fund,” with the Series A Building Account therein, which shall be kept separate and distinct from all other District and County funds and into which the County Treasurer-Tax Collector shall deposit the proceeds of the sale of the Bond (except any premium or accrued interest received from the sale).

(b) The District hereby requests that the County Treasurer-Tax Collector establish, create, and/or maintain as necessary, the “National School District Election of 2016, Interest and Sinking Fund,” which fund shall be kept separate and distinct from all other District and County funds and into which the County Treasurer-Tax Collector shall deposit any premium or accrued interest received from the sale of the Bond.

**Section 8.** Identification of Professionals Involved. The Board hereby approves Dale Scott & Company, Inc. to act as Financial Advisor; Dannis Woliver Kelley, to act as Bond Counsel to the District; and Brandis Tallman to act as Placement Agent, to the District for the sale and delivery of the Bond.

**Section 9.** Official Intent to Reimburse Expenditures.

(a) The District intends to finance the improvements to District’s facilities throughout the District as described in the bond measure (the “Project”). The District

intends to use the proceeds of the Bond, authorized in an aggregate principal amount not to exceed \$3,000,000, to finance a portion of the Project. The District expects to pay certain capital expenditures (the “Reimbursement Expenditures”) in connection with the Project prior to the issuance by it of indebtedness for the purpose of financing the costs of the Project on a long-term basis. The District reasonably expects that debt obligations in an amount not expected to exceed \$3,000,000 will be issued by it for the purpose of financing the costs of the Project on a long-term basis and that certain of the proceeds of such debt obligations will be used to reimburse the District for the Reimbursement Expenditures.

(b) The Board declares the District’s official intent to use the proceeds of the Bond to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2.

**Section 10.** “Bank Qualified” Designation. The District hereby designates the Bond as a “qualified tax exempt obligation” pursuant to Section 265(b)(3)(B) of the Code. The District has not designated more than \$10,000,000 of tax exempt obligations as “qualified tax exempt obligations” during calendar year 2020. The District does not reasonably expect that it and all entities that issue on behalf of or that are subordinate to the District will issue more than \$10,000,000 of tax exempt obligations during calendar year 2020.

**Section 11.** Authorization of Officers to Execute Documents. The Board hereby authorizes and directs its officers and the officials and staff of the District, and each of them individually, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Bond and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers, officials and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

**Section 12.** Effective Date. This Resolution shall take effect immediately upon its passage.

Resolution #20-21.20  
October 14, 2020  
Page 6

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California this 14th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO   )

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

\_\_\_\_\_  
President to the Governing Board

\_\_\_\_\_  
Secretary to the Governing Board

Agenda Item: **11.B. Adopt Resolution #20-21.21 to establish a Building Fund-Proposition 39 (Fund 21-33).**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Adopting this resolution will establish a new restricted fund with the San Diego County Auditor named Building Fund - Prop 39 for the purpose of receiving, holding, investing, and disbursing funds for bond projects.

Comments: The voters of the National School District community passed a general obligation bond measure pursuant to Chapter 1.5, Education Code sections 15264-15288, to provide monies to finance the construction of school facilities in accordance with applicable public contract codes. The general obligation bonds will be sold by the District's bond underwriter, as set forth in the California Education Code 15100.

Recommended Motion: Adopt Resolution #20-21.21 to establish a Building Fund-Proposition 39 (Fund 21-33).

Attachments:  
Resolution #20-21.21

# National School District Resolution

# 20-21.21

## RESOLUTION TO ESTABLISH A BUILDING FUND-PROPOSITION 39 (FUND 21-33)

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

**WHEREAS**, National School District, County of San Diego, State of California is duly authorized and existing under the law of said state; and

**WHEREAS**, the voters of the National School District community passed a general obligation bond measure pursuant to Chapter 1.5, Education Code sections 15264-15288, to provide monies to finance the construction of school facilities in accordance with applicable public contract codes. The general obligation bonds will be sold by the District's bond underwriter, as set forth in the California Education Code 15100; and

**WHEREAS**, school districts are authorized by Education Code section 15146 to establish a restricted fund known as the Building Fund.

**THEREFORE, BE IT RESOLVED**, that the National School District shall establish a new restricted fund with the San Diego County Auditor named Building Fund for the purpose of receiving, holding, investing, and disbursing funds for construction projects.

**PASSED AND ADOPTED** by the Governing Board of the National School District of San Diego County, California this 14th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO )

Resolution #20-21.21  
October 14, 2020  
Page 2

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

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Secretary to the Governing Board

Agenda Item: **11.C. Adopt Resolution #20-21.22 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13-18/19 Apple Computer Products, Services, and Related Items).**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: The Public Contract code contains certain exceptions to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding prices. One alternative is to use the legally awarded bid of another government agency on the condition the vendor has allowed for this option within the bid documents. This practice is known as *piggyback*.

Recommended Motion: Adopt Resolution #20-21.22 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13-18/19 Apple Computer Products, Services, and Related Items).

Attachments:  
Resolution #20-21.22

# National School District

## Resolution

#20-21.22

### AUTHORIZING CONTRACTING PURSUANT TO COOPERATIVE BID AND AWARD DOCUMENTS FROM THE GLENDALE UNIFIED SCHOOL DISTRICT

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

**WHEREAS**, the Glendale Unified School District has conducted a cooperative bid process that incorporated participating public agencies to allow the lease and/or purchase of Apple Computer products, services, and related items at the same price and upon the same terms and conditions as the awarding agency pursuant to Sections 20118 and 20652 of the Public Contract Code of California, and the above-mentioned agency waived their right to require school districts to draw warrants for such purchases or contracts in favor of the awarding

**WHEREAS**, the above-mentioned agency's governing body awarded the bid to Apple Computer Corporation,

**WHEREAS**, this Board has determined it to be in the best interests of the District to purchase or contract for Apple Computer products, services, and related items from the bid awarded by the aforementioned agency,

**NOW, THEREFORE IT IS RESOLVED, ORDERED AND DECLARED** that National School District may lease and/or purchase Apple Computer products, services, and related items utilizing the above-mentioned bid. It is hereby authorized and approved and is subject to all terms, conditions and documents as specified in the Glendale Unified School District bid and award documents.

**BE IT FURTHER RESOLVED, ORDERED AND DECLARED** that Dr. Leighangela Brady, Superintendent, is hereby authorized to execute the necessary contract documents naming the District as the contracting party.



Resolution #20-21.22  
October 14, 2020  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 14th day of October 2020, by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

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

---

Secretary to the Governing Board

Agenda Item:	<b>11.D. Authorize the Director of Business Support Services to advertise for the purchase of two refrigerated delivery trucks for Child Nutrition Services.</b>
Speaker:	Dr. Leighangela Brady, Superintendent
Quick Summary / Abstract:	Child Nutrition Services currently utilizes one 2009 refrigerated truck and one 2014 non-refrigerated delivery truck for the transportation of food and supplies from the CNS warehouse to school sites. Current California regulations state that starting January 1, 2020, all trucks need to be replaced so that they all have 2010 model year engines or equivalent emissions by January 1, 2023. The 2009 truck must be replaced.
Comments:	<p>Although only the refrigerated truck must be replaced due to the new regulations, the need for two refrigerated trucks is absolute. The primary hindrance to the possibility of distributing more meals has been a lack of refrigerated space to store the pre-prepared meals for distribution. Two refrigerated trucks would enhance that capability.</p> <p>Furthermore, during regular deliveries, after school has resumed a regular schedule, the two refrigerated trucks provide a safe and stable environment to transport food at low temperatures, thereby enhancing food safety.</p>
Recommended Motion:	Authorize the Director of Business Support Services to advertise for the purchase of two refrigerated delivery trucks for Child Nutrition Services.
Financial Impact:	Cost: \$1,200 Additional staffing cost: \$0 Other costs: \$0 One time cost General Fund (Learning Loss Mitigation Funds)

Agenda Item:

**12. BOARD WORKSHOP**

Agenda Item:

**13. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **14. ADJOURNMENT**