



Governing Board Agenda

October 28, 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/ipj-fzgj-gcv>

To listen to the meeting, please call (US) +1 615-952-0394 PIN: 602 291 995#

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

<https://stream.meet.google.com/stream/4faef119-856b-4f53-9743-b56eca01f2ac>

(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 28, 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 public-comment@nsd.us no later than 12:00 p.m. Wednesday, October 28, 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 28, 2020 at (619) 336-7700.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PRESENTATIONS

4.A. Presentation by El Toyon School on the Schoology system.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

5. PUBLIC COMMUNICATIONS

Public communication provides the public with an opportunity to address The Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: “If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to public-comment@nsd.us no later than 12:00 p.m. Wednesday, October 28, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent’s office by 12:00 p.m. Wednesday, October 28, 2020 at (619) 336-7700. No Board action can be taken.

Barbara Avalos,
Board President

6. AGENDA

6.A. Accept Agenda.

Barbara Avalos,
Board President

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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.

Barbara Avalos,
Board President

7.A. Minutes

7.A.I. Approve the minutes of the Special Board Meeting held on October 13, 2020.

Dr. Leighangela
Brady, Superintendent

7.A.II. Approve the minutes of the Regular Board Meeting held on October 14, 2020.	Dr. Leighangela Brady, Superintendent
7.B. Administration	
7.B.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.	Dr. Leighangela Brady, Superintendent
7.B.II. Adopt Resolution #20-21.24 delegation of authority to enter into written agreements or written contracts under specific limitations.	Dr. Leighangela Brady, Superintendent
7.C. Human Resources	
7.C.I. Ratify/approve recommended actions in personnel activity list.	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
7.C.II. Accept the employee resignations/retirements.	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
7.D. Educational Services	
7.D.I. Adopt Resolution #20-21.23 proclaiming the week of November 9-13, 2020 as School Psychologist Week in the National School District.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
7.D.II. Ratify Individual Service Agreement #CT3750 with Aseltine School for student #3711706 for a change in the average instructional minutes from 315 to 360.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
7.D.III. Ratify Individual Service Agreement #CT3752 with Banyan Tree Educational Services for student #3705001 for a change in the average instructional minutes from 315 to 360.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
7.D.IV. Ratify Individual Service Agreement #CT3757 with Aseltine School for student #3709915 for a change in the average instructional minutes from 315 to 360.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
7.E. Business Services - None	Dr. Leighangela Brady, Superintendent
8. GENERAL FUNCTIONS	
8.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.	Dr. Leighangela Brady, Superintendent

9. EDUCATIONAL SERVICES

9.A. Presentation of fall 2020 iReady English language arts and mathematics diagnostic performance for first through sixth grade.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

9.B. Approve recommendations for the Learning Continuity and Attendance Plan.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

10. HUMAN RESOURCES

10.A. Ratify employment contract #CT3775 with Lisbeth Johnson, Ed. D. as Interim Assistant Superintendent of Business Services.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. BUSINESS SERVICES

11.A. Approve contract #CT3776 with Michele McClowry M.B.A. for budget reduction analysis and consultation.

Dr. Leighangela
Brady, Superintendent

11.B. Accept gifts.

Dr. Leighangela
Brady, Superintendent

12. BOARD WORKSHOP

12.A. Review and discuss suggested revisions and updates to Board Policies, Administrative Regulations and Exhibits. (Exhibit A)

Barbara Avalos,
Board President

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. PRESENTATIONS**

Agenda Item: **4.A. Presentation by El Toyon School on the Schoology system.**

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

Quick Summary / Abstract: In August 2020, National School District implemented Schoology as a new learning management system. This presentation, led by El Toyon Principal, Bryan Vine, will highlight the many features of the program. El Toyon teachers, Kimberly Carnagey and Jerie La Roche will join Mr. Vine to share experiences with Schoology from the teacher and student perspective.

Agenda Item: **5. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: “If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to public-comment@nsd.us no later than 12:00 p.m. Wednesday, October 28, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent’s office by 12:00 p.m. Wednesday, October 28, 2020 at (619) 336-7700. No Board action can be taken.

Agenda Item: **6. AGENDA**

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

Speaker: Barbara Avalos, Board President

Recommended
Motion: Accept Agenda

Agenda Item: **7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Speaker: Barbara Avalos, Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **7.A.I. Approve the minutes of the Special Board Meeting held on October 13, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Minutes- 10/13/20

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

October 13, 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 12:41 p.m.

In closed session, the Governing Board voted unanimously to appoint Dr. Lisbeth Johnson as Interim Assistant Superintendent of Business Services.

6. ADJOURNMENT

Closed session was adjourned at 12:41 p.m.

In closed session, the Governing Board voted unanimously to appoint Dr. Lisbeth Johnson as Interim Assistant Superintendent of Business Services.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **7.A.II. Approve the minutes of the Regular Board Meeting held on October 14, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board minutes 10/14/20

NATIONAL SCHOOL DISTRICT Minutes of the Regular Meeting GOVERNING BOARD

October 14, 2020

6:00 PM

<https://drive.google.com/drive/folders/1LrUM4hIO5vUokU7A2PFS3PmOlqYa1HtZ>

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 6:04 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 6:04 p.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Absent:

Ms. Alma Sarmiento

Updated Attendance:

Ms. Alma Sarmiento was updated to present at: 6:15 p.m.

Ms. Vanessa Ceseña took roll call.

4. PUBLIC COMMUNICATIONS

29 public comments were submitted as outlined in agenda item 7.D.

5. AGENDA

5.A. Accept Agenda.

Motion Passed: Acceptance of Agenda passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

6. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of Consent Calendar passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

6.A. Minutes

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

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

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

6.B. Administration

6.C. Human Resources

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

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

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

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

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.

6.E. Business Services

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

7. GENERAL FUNCTIONS

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

Motion Passed: Amendment of Employment Agreement with Leighangela Brady, Ed.D., Superintendent passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Absent Ms. Alma Sarmiento

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

Motion Passed: Following discussion, amendment of Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, amendment of Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services 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

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

Motion Passed: Vote to waive 20 minutes allowed time for public communications passed at 6:28 p.m. with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

The following people submitted comments regarding agenda item 7.D. All items referenced the pending reopening of schools.

- 1.CSEA,
- 2.Amy Wert, Teacher, Ira Harbison
- 3.Marjam Lopez, Parent
- 4.Yvonne San Martin-Vallejo, Teacher, Ira Harbison
- 5.Marisa Barocio, Vanessa Tapia, and Lisa Yegin, Teachers
- 6.Eliza Hernandez, Dorthea Donnelley, Leanne Johnson, Linda Nguyen, Zowie Agbaosi, Raymond Ruiz, Diana Rios, Rocio Sanchez, Crystal Wood, Chelsea Bertrand, Shannon Zupan, Silvia Andrade, Kristin Walter, The NSD Enrichment Team
- 7.Eleanor Felker, Teacher, Olivewood
- 8.Kara Holtzman, Teacher/Parent, Las Palmas
- 9.Rebecca Heitert, Resource Specialist, Las Palmas
- 10.Angelica Del Razo, Parent
- 11.Tamlyn McKean, Teacher, Palmer Way School
- 12.Karolyn Kmet-Moran, Teacher, Olivewood
- 13.Myrna Navarro, Parent
- 14.Bobbi Kolody, Teacher, NCETA
- 15.Caren Ballestamon, Teacher, Central
- 16.Marisol Flores, Parent
- 17.Janis Ireland, Teacher, Ira Harbison School
- 18.Kimberly Hatakeyama, Teacher, Palmer Way School
- 19.Patricia Pe a, Teacher, Kimball School
- 20.Ricardo Cabrales, Parent
- 21.Joint letter by NSD Speech-Language Pathologists and NSD Adapted PE Specialist
- 22.Jodie Astrop, Instructional Assistant, Las Palmas School
- 23.Cristina Quiroga, Teacher, Ira Harbison School
- 24.Dave Garrido, Parent
- 25.Cynthia Friebe, Parent
- 26.Alejandro Delgado, Parent
- 27.Indie Videostars, Community Member
- 28.Viviana Acuña, Student, Ira Harbison
- 29.Brandy Johnson, Teacher, Ira Harbison

Dr. Brady gave a presentation and updated the Governing Board on the safe reopening of National School District Schools during the COVID-19 pandemic.

At 9:45 p.m., Board President Avalos called the meeting to a recess.

At 9:55 p.m., Board President Avalos reconvened the public meeting.

8. POLICIES, REGULATIONS, BYLAWS

8.A. First reading and adopt Board Policy 3470-Debt Issuance and Management.

Motion Passed: Adoption of Board Policy 3470-Debt Issuance and Management passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

9. EDUCATIONAL SERVICES

9.A. Conduct a public hearing for safely reopening the National School District Preschool.

Board President, Barbara Avalos, opened the public hearing at 9:56 p.m.

There were no public speakers.

Board President, Barbara Avalos, closed the public hearing at 9:57 p.m.

9.B. Approve verification that National Elementary School District Preschool is closed due to being located on a National School District campus.

Motion Passed: Following discussion, approval of Preschool closure verification 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.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.

Board President, Barbara Avalos, opened the public hearing at 10:02 p.m.

There were no public speakers.

Board President, Barbara Avalos, closed the public hearing at 10:03 p.m.

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.

Motion Passed: Adoption of Resolution #20-21.19 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

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.

Motion Passed: Approval of Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) 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.F. Review purchase of nine Bateria IV Woodcock-Muñoz ((Bateria IV) Complete Kits.

Board reviewed the future purchase of nine Bateria IV Woodcock-Muñoz ((Bateria IV) Complete Kits.

9.G. Approve Contract #CT3772 with Rancho Coastal Speech Therapy.

Motion Passed: Approval of contract #CT3772 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

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

Motion Passed: Following discussion, ratification of contract #CT3731 passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

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

Motion Passed: Ratification of #CT3774 passed with a motion by Ms. Barbara Avalos 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.J. Approve #CT3771 with The Regents of the University of California Irvine for the 2020-2021 school year.

Motion Passed: Following discussion, approval of #CT3771 passed, with notation of financial impact to be written as not to exceed, 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.K. Approve the purchase of a digital subscription for Pear Deck for all National School District sites.

Motion Passed: Following discussion, approval of the digital subscription for Pear Deck 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

Motion Passed: Vote to waive adjournment time of 10:30 p.m. until all agenda items reviewed passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

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

9.L. Approve commemorative tree and plaque at Palmer Way in honor of Dr. Sue Crittendon, former National School District teacher.

Motion Passed: Following discussion, approval of commemorative tree passed with a motion by Ms. Maria Dalla 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

10. HUMAN RESOURCES

10.A. Presentation of National School District's insurance program.

Mr. Greg Trapp, Vice President of Keenan and Associates, gave a presentation regarding National School District's insurance program.

10.B. Approve #CT3773 with Point Loma Nazarene University and National School District for a teacher internship agreement until August 31, 2023.

Motion Passed: Approval of #CT3773 passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

11. BUSINESS SERVICES

11.A. Adopt Resolution #20-21.20 prescribing the terms of the bond of the District.

Mr. Dale Scott, President of DS & C, gave a presentation and answered questions regarding the resolution and prescribing the terms of the bond.

Motion Passed: Adoption of Resolution #20-21.20 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

11.B. Adopt Resolution #20-21.21 to establish a Building Fund-Proposition 39 (Fund 21-33).

Motion Passed: Adoption of Resolution #20-21.21 passed with a motion by Ms. Barbara Avalos 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

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).

Motion Passed: Adoption of Resolution #20-21.22 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

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

Motion Passed: Following discussion, authorization to advertise 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

Ms. Sarmiento had no comments at this time.

Ms. Betancourt-Castañeda thanked everyone for their time and patience and stressed how important everyone's input is. She stated she only wants to do the best for children, families, and staff. She expressed her condolences to the Cavada family for the passing of Mr. Memo Cavada, well known community member.

Ms. Dalla thanked everyone for their hard work and the time dedicated in preparing for the COVID-19 situation. She also thanked all stakeholders for their input and communication. She wished everyone a good night.

Mr. Clapper thanked everyone for their input and comments, he assured the public that things will be done right.

Dr. Hernandez wished everyone a good night.

Dr. Kraft wished everyone a good night.

Dr. Brady thanked the Governing Board for the deep discussion regarding the safe reopening of schools during this meeting. She also thanked them for voting that all public comments be heard in their entirety and for their leadership during these difficult times.

Ms. Avalos thanked everyone for staying late and for their patience listening to the discussions. She thanked the teachers and parents who have trusted her and have sent her letters or concerns, she has answered all of them. She expressed she is saddened by Mr. Cavada's passing and shared details regarding his funeral services. She wished everyone a good night.

14. ADJOURNMENT

Board President, Barbara Avalos, adjourned the meeting at 11:15 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Agenda Item: **7.B.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: In May 2000, a lawsuit was filed against the State of California complaining that low-performing schools across the State were housed in facilities that were dirty, unsafe and inadequate with further allegations that these schools were additionally burdened with unqualified teachers and insufficient instructional materials. A settlement in Williams vs. California was agreed to in August 2004 and subsequently enacted into law through SB 6, SB 550, AB 1550, AB 2727 and AB 3001 (chaptered September 29, 2004).

The intent of the Williams settlement is to ensure that all students have equal access to:

- Instructional materials
- Qualified teachers
- Safe, clean and adequate facilities

Comments: A stipulation of the settlement is that all school districts must update Uniform Complaint Procedures to include:

- Instructional materials
- Teacher vacancies and misassignments
- Emergency or urgent facilities issues

The Governing Board of National School District enacted changes to the Uniform Complaint Procedures on December 8, 2004.

Notices have been posted in each classroom in every school informing parents/guardians that all classes in all California public schools must have sufficient instructional materials and that the facilities must be clean, safe and in “good repair.” The notices also provide information on how and where to file a complaint.

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of July through September 2020, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Attachments:
Williams Quarterly Report

National School District

Quarterly Uniform Complaint Report Summary

For submission to National School District Governing Board

and

San Diego County Office of Education

District Name: National School District

Quarter covered by this report: July 1, 2020 - September 30, 2020

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

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

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

Agenda Item: **7.B.II. Adopt Resolution #20-21.24 delegation of authority to enter into written agreements or written contracts under specific limitations.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: At times, the Superintendent of the District may have a need to enter into written agreements or contracts with outside vendors and/or consultants for products and/or services under certain limitations.

This resolution would allow the Superintendent to enter into a contract without the need to call a Special Board Meeting or wait for a Regular Board Meeting to occur. Limitations of this authority are outlined in the resolution.

Comments: Resolutions like this are common practice in districts to address time sensitive needs.

Since September 25, 2018, the Governing Board has annually given this authority to the Superintendent.

Attachments:
Resolution #20-21.24

National School District Resolution

#20-21.24

DELEGATION OF AUTHORITY TO ENTER INTO WRITTEN AGREEMENTS OR WRITTEN CONTRACTS UNDER SPECIFIC LIMITATIONS

WHEREAS, the Governing Board is authorized in Education Code section 35161 to delegate any of its statutory powers or duties to the Superintendent of the District.

WHEREAS, the Governing Board now desires to specifically delegate to the Superintendent of the District the authority to enter into written agreements or contracts with outside vendors and/or consultants for products and/or services under the limitations of this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT

The Governing Board hereby specifically delegates to the Superintendent of the District the authority to enter into written agreements or written contracts with outside vendors and/or consultants for products and/or services without prior or subsequent approval by the Governing Board under the limitations of this Resolution. This Resolution does not authorize oral agreements or oral contracts of any kind or type. This Resolution does not authorize any agreement or contract to purchase or sell real property, any agreement or contract to lease real property, or any agreement or contract to borrow money. This Resolution is strictly limited to written agreements or written contracts with outside vendors and/or consultants for products and/or services.

BE IT FURTHER RESOLVED THAT

The Superintendent, within her discretion, is hereby authorized to enter into written agreements or written contracts with outside vendors and/or consultants for products and/or services without prior or subsequent approval by the Governing Board under the limitations of this Resolution which shall include all of the following:

1. Each and every written agreement or contract shall be reviewed and approved in writing as to form by legal counsel for the District before it is approved by the Superintendent. The Superintendent shall not approve any written agreement or contract without prior review and approval in writing as to form by legal counsel for the District.
2. Each and every written agreement or contract shall have a term of no longer than twelve (12) months.

3. Each and every written agreement or contract shall be consistent with the current adopted Budget in the District and shall not cause any additional deficit spending. This means that any such written agreement or contract shall be consistent with the amounts budgeted in any major classification of the current adopted Budget in the District.
4. Each and every written agreement or contract shall be consistent with and not in conflict with any Board Policy in the District or any prior action by the Governing Board. In no event may the Superintendent enter into any written agreement or contract where the Governing Board at an open Board meeting took action not to enter into the written agreement or contract or failed to take action on the proposed written agreement or contract.
5. Each and every written agreement or contract shall have an absolute total or maximum liability and/or cost to the District of ten thousand dollars (\$10,000.00) for the entire term of the written agreement or contract.
6. Each and every written agreement or contract shall not have an automatic renewal provision.
7. Each and every written agreement or contract shall be considered a record to be fully disclosed to the public under the California Public Records Act, and a record to be made reasonably available to the public for inspection or copying.
8. Within one week after approval of any written agreement or contract by the Superintendent, the Superintendent shall notify all members of the Governing Board regarding her action, and shall make a copy of the written agreement or contract immediately available to any member of the Governing Board upon request.
9. No written agreements or written contracts shall be entered into under this Resolution during any time when the District does not have an approved Budget, during any time when the District has a qualified or negative certification under Education Code section 42131 or any other applicable law, or during any time when the District must borrow funds to meet current cash needs.
10. The Superintendent may enter into no more than three (3) written agreements or written contracts under this Delegation of Authority during each school year.

Resolution #20-21.24
October 28, 2020
Page 3

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California this 28th 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: **7.C. Human Resources**

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

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
October 28, 2020

Name Position Effective Date Placement Funding Source

Employment

None				
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Temporary Employment

1. Janell Gutierrez	Impact Teacher 4 hours per day Not to exceed 130 days per year John Otis School	October 29, 2020 to June 9, 2021	Daily Impact Teacher Rate of \$164.47	School Site Funds
2. Leah Bayers	Temporary Classroom Teacher 6.58 hours per day 185 days per year Las Palmas School	October 30, 2020 to June 9, 2021	Class 1, Step 1	General Fund
3. Gayle Neville	Impact Teacher 4 hours per day Not to exceed 130 days per year Lincoln Acres School	October 29, 2020 to June 9, 2021	Daily Impact Teacher Rate of \$164.47	School Site Funds

Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

4. Katherine Melanese	School Principal Lincoln Acres School	October 19, 2020 to December 31, 2020	Intermittent FMLA	
5. Celeste Padilla	Teacher Las Palmas School	December 8, 2020 To June 9, 2021	Unpaid leave of absence	

CLASSIFIED STAFF RECOMMENDATIONS
October 28, 2020

Name Position Effective Date Placement Funding Source

Employment

None				
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Temporary Employment

6. Alberto Zepeda	Computer Systems Technician 8 hours per day District Office	October 29, 2020 to January 31, 2021	Range 33, Step 1	General Fund
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

7. Yenitza Lozada	Instructional Assistant - Preschool	October 7, 2020 to October 7, 2021	Unpaid leave of absence	
8. Jennifer Reynolds	Library Media Specialist	September 2020 to June 2021	Intermittent FMLA	

Agenda Item: **7.C.II. Accept the employee resignations/retirements.**

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

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

Attachments:
Resignations/Retirements

Resignations 10/28/20			
Name	Position	Location	Effective Date
Rosa Hernandez	Instructional Assistant – Health Care	Palmer Way School	October 30, 2020
Leticia Villa-Rodriguez	Instructional Assistant – Special Education	Ira Harbison School	August 31, 2020

Retirements 10/28/20			
Name	Position	Location	Effective Date
None			

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

Agenda Item: **7.D.I. Adopt Resolution #20-21.23 proclaiming the week of November 9-13, 2020 as School Psychologist Week in the National School District.**

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

Quick Summary / Abstract: This recognition week is sponsored by the National Association of School Psychologists. We have participated in this recognition of our school psychologists for the last several years.

Comments: In conjunction with the ten schools in the National School District and other school districts throughout the Nation, we will take this opportunity to focus attention on the professional services provided to our students by our School Psychologists. These services include assessment, on-going counseling, crisis intervention, classroom interventions and other services that support our students and their families.

Attachments:
Resolution #20-21.23

National School District Resolution

#20-21.23

SCHOOL PSYCHOLOGIST WEEK

WHEREAS, children have a natural desire and propensity to learn and the unalienable right to an education; and

WHEREAS, it is imperative that society emphasize the needs of children and youth and invest in education as a top priority; and

WHEREAS, to enhance the total environment in which children live and grow, schools must apply sound psychological principles to instruction and learning; cultivate children's intellectual, social and emotional development; meet the educational needs of our culturally diverse student population; and promote early intervention to ensure students' scholastic success; and

WHEREAS, school psychologists help parents and educators foster healthy child development and are the school-based experts in children's psychological development; and

WHEREAS, school psychologists are leaders in delivering mental health services to students; and

WHEREAS, it is appropriate that Californians take the time to recognize the important and vital role that school psychologists play in the personal and academic development of our State's children;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the National School District declares the week of November 9-13, 2020 as *School Psychologist Week* and salutes the dedication and excellent service of school psychologists.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 28th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Agenda Item: **7.D.II. Ratify Individual Service Agreement #CT3750 with Aseltine School for student #3711706 for a change in the average instructional minutes from 315 to 360.**

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

Quick Summary / Abstract: Approval of this ratification will reflect a change in the average instructional minutes from 315 minutes to 360 minutes per instructional day.

There is no fiscal change.

Comments: Student #3711706 is in need of a program and services provided in a non-public school setting that is based on the significant needs of the student. Student is in need of more targeted and intensive services, and placement is recommended by the IEP team at Aseltine School for the 2020-2021 school year.

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

Attachments:
CT3750

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021


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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 8/12/20

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:



(Signature)

8/13/2020

(Date)

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

-CONTRACTOR-

-DISTRICT-

Asettine School
(Name of Nonpublic School)

National School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

Florida May Padilla, Executive Director
(Name and Title)

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

Agenda Item: **7.D.III. Ratify Individual Service Agreement #CT3752 with Banyan Tree Educational Services for student #3705001 for a change in the average instructional minutes from 315 to 360.**

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

Quick Summary / Abstract: Approval of this ratification will reflect a change in the average instructional minutes from 315 minutes to 360 minutes per instructional day.

There is no fiscal change.

Comments: Student #3705001 is in need of a program and services provided in a non-public school setting that is based on the significant needs of the student. Student is in need of more targeted and intensive services, and placement is recommended by the IEP team at Banyan Tree Educational Services for the 2020-2021 school year.

Recommended Motion: Ratify Individual Service Agreement #CT3752 with Banyan Tree Educational Services for student #3705001 for a change in the average instructional minutes from 315 to 360.

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

Attachments:
CT3752

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

This agreement is effective on 8/13/20 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) National School District Nonpublic School Banyan Tree Educational Services/Excelsior Academy

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

Pupil Name [REDACTED] Ariana Sex: M F Grade: 1
 (Last) (First) (M.I.)

Address [REDACTED] City [REDACTED] State/Zip [REDACTED]

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

Parent/Guardian [REDACTED] Phone [REDACTED] (_____)
 (Residence) (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
8 days (6/21- 6/30/21) during the extended school year

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

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: 174.23
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 188 x Daily Rate \$174.23 = PROJECTED BASIC EDUCATION COSTS (A) \$32,755.24

B. RELATED SERVICES:

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 8/12/20

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

8/13/2020

(Date)

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

-CONTRACTOR-

-DISTRICT-

Banyan Tree Educational Services/Excelsior Academy
(Name of Nonpublic School)

National School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

Nancy Engle, Executive Director
(Name and Title)

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

Agenda Item: **7.D.IV. Ratify Individual Service Agreement #CT3757 with Aseltine School for student #3709915 for a change in the average instructional minutes from 315 to 360.**

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

Quick Summary / Abstract: Approval of this ratification will reflect a change in the average instructional minutes from 315 minutes to 360 minutes per instructional day.

There is no fiscal change.

Comments: Student #3709915 is in need of a program and services provided in a non-public school setting that is based on the significant needs of the student. Student is in need of more targeted and intensive services, and placement is recommended by the IEP team at Aseltine School for the 2020-2021 school year.

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

Attachments:
CT3757

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

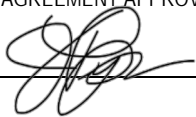
SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 8/12/20

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:


8/13/2020

 (Signature) (Date)

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

-CONTRACTOR-

-DISTRICT-

Asettine School
(Name of Nonpublic School)

National School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

Florida May Padilla, Executive Director
(Name and Title)

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

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

Agenda Item: **8. GENERAL FUNCTIONS**

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

Speaker: Dr. Leighangela Brady, Superintendent

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

Agenda Item: **9. EDUCATIONAL SERVICES**

Agenda Item: **9.A. Presentation of fall 2020 iReady English language arts and mathematics diagnostic performance for first through sixth grade.**

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

Quick Summary / Abstract: This presentation will provide the Governing Board the District's student performance results (first through sixth grade) on the fall 2020 student iReady diagnostic on English language arts and mathematics.

Agenda Item: **9.B. Approve recommendations for the Learning Continuity and Attendance Plan.**

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

Quick Summary / Abstract: The Learning Continuity and Attendance Plan (LCP) must be adopted by September 30, 2020 and filed within five days after adoption consistent with LCAP requirements. School districts submit their LCP's to their local county office of education.

Reviewing authorities do not approve the Learning Continuity Plan, however they may provide recommendations based on their review of the submitted plans.

County Office of Education's may submit recommendations, in writing, for amendments to the Learning Continuity and Attendance Plan by October 30, 2020.

The governing boards of Districts shall consider the written recommendations at a public meeting within 15 days of receiving the recommendations.

Recommended Motion: Approve recommendations for the Learning Continuity and Attendance Plan (LCP).

Attachments:
LCP Recommendations

**San Diego County Office of Education Learning Continuity and Attendance Plan
Recommendations for Consideration for National School District 2020-2021**

Learning Continuity Plan Template Section	Page(s)	Recommendations
Stakeholder Engagement, Prompt 1	2	<p>Specify efforts to reach out to stakeholders who do not have internet or do not speak English</p> <p>The National School District staff reached out to stakeholders who did not have internet through automated phone and direct phone calls. Additionally we utilize our food distribution centers to provide written communication and personal contact for parents.</p> <p>The National School District ensured that parents who need school and district information in Spanish are provided it through all communications including: School Messenger, flyers and access to bilingual staff.</p>
Stakeholder Groups Required for Consultation	2-3	<p>Identify pupil stakeholder consultation</p> <p>The National School District values the input of our students. During learning sessions, teachers would check in with students regarding their experience in distance learning. Additionally, the District surveyed all 3-6 grade students with the Social Emotional Distance Learning California Healthy Kids Survey Spring of 2020. This feedback was considered in planning for the 2020-2021 school year.</p>
Pupil Learning Loss Strategies	16-17	<p>The response must include a description as to how these strategies differ for:</p> <ul style="list-style-type: none"> - English Learners; - Low-income pupils; - Foster youth;

		<ul style="list-style-type: none"> - Pupils with exceptional needs; - Pupils who are experiencing homelessness. <p>The National School District has a multi-pronged approach to ensuring equity and access for students, especially English learners, foster youth and students with special needs.</p> <p>In partnership with staff, Family Resource Center and South Bay Community Services, foster youth and students experiencing homelessness have routine “check in” and support for other family services to aid in overcoming obstacles that may impede student engagement.</p> <p>Foster youth, English learners, students with disabilities and those identified as low income are given priority to receive small group tutoring from our REACH After School Education and Safety(ASES) youth leaders. Additionally they are the priority groups in our re-engagement plan for small groups in-person academic supports.</p> <p>In addition to the integrated/designated ELD time, English learners are receiving additional support from impact teachers and language arts specialists that are at each site to mitigate learning loss and ensure language acquisition growth.</p>
<p>Mental Health and Social and Emotional Well Being</p>	<p>18-19</p>	<p>Resources that will be provided to staff to address trauma and other impacts of COVID-19 on the school community.</p> <p>Care Solace is a discreet option for staff who may need additional support with mental and social well being issues. Human Resources continues to</p>

		<p>provide updates to staff regarding internal options for employees, including leaves, access to employee assistance and referrals for support.</p>
Pupil Engagement and Outreach	20	<p>Explain the outreach to those families who speak languages other than English</p> <p>The National School District employs a full time interpreter/translator. All written communications are provided in both English and Spanish. Additionally, the District's phone messenger system (School Messenger) provides oral communication in the parents selected language preference for all site and District communications. The District has provided internet to all students needing access, which has provided parents a means to attend virtual meetings for updates. In addition, all sites have parent communication systems including Class Dojo and personal phone outreach.</p>

Agenda Item: **10. HUMAN RESOURCES**

Agenda Item: **10.A. Ratify employment contract #CT3775 with Lisbeth Johnson, Ed. D. as Interim Assistant Superintendent of Business Services.**

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

Quick Summary / Abstract: Support will be provided for the Business Services Department.

Comments: Ratify employment agreement #CT3775 with Lisbeth Johnson, Ed. D. as Interim Assistant Superintendent of Business Services until January 31, 2020.

Recommended Motion: Ratify employment contract #CT3775 with Lisbeth Johnson, Ed. D. as Interim Assistant Superintendent of Business Services.

Financial Impact: Contract cost: Not to exceed \$45,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3775

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

Contract No. _____

Employee/Contractor Agreement National School District

This agreement is hereby entered into this _____ day of _____, _____, by and between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

Contractor Name SSN/Taxpayer ID Number Mailing Address

_____, hereinafter referred to as "Contractor."

City State Zip Code

1. Services to be provided by Contractor. _____

at _____.
Location

2. Term. Contractor shall provide services under this Agreement on _____, _____, and will diligently perform as required and complete performance by _____, _____.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Contractor through payroll the month following rendered 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:

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:

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. Fingerprinting Requirements. Contractor agrees to work with the Human Resources department prior to employment on complying with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all contractor'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 these employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
9. 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.
10. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
---------------	---------	-------	-----	-------

11. Contractor agrees to complete all personnel documents prior to payment including, I-9, W-4, DE4, 3121 Beneficiary Designation, etc.

NATIONAL SCHOOL DISTRICT

EMPLOYEE/CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security #

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **11. BUSINESS SERVICES**

Agenda Item: **11.A. Approve contract #CT3776 with Michele McClowry M.B.A. for budget reduction analysis and consultation.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: National School District is in need of a budget reduction plan to address loss of revenue from declining enrollment, as well as the economic uncertainty of the current COVID-19 pandemic.

Approval of this contract will allow for a financial expert to consult with National School District to analyze current budget practices and make recommendations for potential budget reductions.

Comments: Consultant shall provide expertise and support as requested by the District in the areas identified below:

- Advise the Superintendent and/or Board of Trustees regarding sound business and budgetary practices.
- Advise and assist in the areas of budget development and budget strategies.
- Review and evaluate budgets, position controls, accounting practices, multi-year projections, cash flow analyses.

Consultant shall commence providing services under this agreement on or after October 28, 2020 and cease no later than January 31, 2021, or sooner at the request of the District. Services will be paid for with one time LCAP funds.

There may be limited times the consultant will need to travel to work on site. However, the majority of the work will be fulfilled remotely.

Recommended Motion: Approve contract #CT3776 with Michele McClowry M.B.A. for budget reduction analysis and consultation.

Financial Impact: Contract cost: Not to exceed \$50,000
Additional staffing costs: \$0
Other costs: \$0
One time cost
General fund

Attachments:
CT3776

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

Contract No. CT3776

National School District Independent Contractor Agreement

This agreement is hereby entered into between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

Michele McClowry, M.B.A. 1175 Nashport Street

Contractor	Taxpayer ID Number	Mailing Address
La Verne	CA 91750	
City	State Zip Code	

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. To provide expertise and support as requested by the District.

2. Term. Contractor shall commence providing services under this Agreement on October 29, 2020, and will diligently perform as required and complete performance by Janury 31, 2021.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Fifty Thousand Dollars Dollars (\$ 50,000). District shall pay Contractor according to the following terms and conditions:

Fee schedule and billing terms as attached. Not to exceed \$50,000.

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. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

7. 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

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with general and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.

(a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency, written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. 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, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's 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.

15. Fingerprinting Requirements. Contractor 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
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. 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.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue
National City, CA 91950

For Contractor: 1175 Nashport Street
La Verne, CA 91750

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.

25. 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 will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 29th day of October, 2020.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Leighangela Brady, Ed. D.
Typed or Printed Name

Superintendent
Title

Signature of Authorized Agent

Michele McClowry, M.B.A.
Typed Name

Social Security or Taxpayer I. D. No.

Board Approval Date: October 28, 2020

(Area Code) Telephone Number

Michele McClowry M.B.A.

Fee Schedule

On-Site Work

Actual services shall be billed on an hourly basis as shown below for work performed on-site at the National School District Office in National City CA or another site specified by the District. Consultant may possibly work from home on occasion at the same hourly rate.

Travel Time

Travel to and from the District shall be calculated as the driving time from the Consultant's place of residence in La Verne CA to the District Office in National City CA. Distance estimated to be 126 miles each way based upon MapQuest driving directions.

The District will be charged for the total round-trip travel time. The estimated average one-way travel time will be approximately two hours. Travel time will be billed based on actual hours or partial hours. The round-trip travel time shall not exceed four (4) hours per day.

Direct Travel Expenses and Other Expenses

Mileage will be charged at the current IRS approved rate of \$.575 per mile.

Due to the distance between the consultant's place of residence and the District, there may be charges for lodging which will be based on actual receipts. There will be no charge for meals or incidentals.

Hourly Fees

Consultant/Independent Contractor (on-site and off-site work)	\$ 165.00 per hour
(Partial hours will be charged in 15 minutes increments)	
Travel Time	\$ 125.00 per hour

Billing

Services will be invoiced monthly, due and payable within 30 days.

Agenda Item:	11.B. Accept gifts.
Speaker:	Dr. Leighangela Brady, Superintendent
Rationale:	<ol style="list-style-type: none"> 1. \$250.00 from California Casualty Management Company to El Toyon School for classroom materials and supplies. 2. \$400.00 from Palmer Way Parent Teacher Association (PTA) to Palmer Way School to reimburse for field trips taken in 2019-2020.
Quick Summary / Abstract:	<ul style="list-style-type: none"> • California Casualty Management Company is a nationwide company with an interest in supporting educators, firefighters, and healthcare workers. • Palmer Way Parent Teacher Association (PTA) works throughout the year to support various programs at Palmer Way School and National School District.
Comments:	National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.
Recommended Motion:	Accept gifts.

Agenda Item: **12. BOARD WORKSHOP**

Agenda Item: **12.A. Review and discuss suggested revisions and updates to Board Policies, Administrative Regulations and Exhibits. (Exhibit A)**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: Due to the high quantity of policies to review, Board members requested a workshop to discuss suggestions in more detail. Policy updates discussed in this workshop (See Exhibit A) will be brought forward at a subsequent Board meeting as consideration for adoption.

Comments: Policies in this workshop will be focused specifically in the 0000-1000 & 3000 sections of our National School District policies.

Current National School District policies can be found at <http://www.gamutonline.net/district/national/>

See Exhibit A for policies and suggested changes that will be discussed in the workshop.

Attachments:
Exhibit A

Agenda Item:

13. BOARD/CABINET COMMUNICATIONS

Agenda Item: **14. ADJOURNMENT**