



Governing Board Agenda

November 10, 2021

Welcome

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

Our Governance Team

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

Maria Betancourt-Castañeda, Board Clerk

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

Leighangela Brady, Secretary

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

Maria Dalla, Board President

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

Michelle Gates, Board Member

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

Rocina Lizarraga, Board Member

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

Alma Sarmiento, Board Member

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

This meeting may be recorded

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

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

Meeting Conduct

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, November 10, 2021

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

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

<https://youtu.be/fgkEjPPnwfU>

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

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. CLOSED SESSION ROLL CALL

3. PUBLIC COMMUNICATIONS - CLOSED SESSION ITEMS

Ms. Maria Dalla,
Board President

Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

4. ADJOURN TO CLOSED SESSION

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

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

One case

OAH No. 2021100016

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

One Case

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

Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Dr. Leticia Hernandez

Employee organizations: California School Employees Association

National City Elementary Teachers Association

Unrepresented employees

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. OPEN SESSION ROLL CALL

10. PUBLIC COMMUNICATIONS

Ms. Maria Dalla,
Board President

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

11. AGENDA

11.A. Accept Agenda.

Ms. Maria Dalla,
Board President

12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Ms. Maria Dalla,
Board President

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

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on October 27, 2021.

Dr. Leighangela
Brady, Superintendent

12.B. Administration - None

Dr. Leighangela
Brady, Superintendent

12.C. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.D. Educational Services

12.D.I. Approve contract #CT3908 with Robert Gray Psychologist to provide an Independent Educational Evaluation for student #3713758.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

12.E. Business Services

12.E.I. Approve contract #CT3883 for a community partnership between Pre-Scientist, Inc. and National School District.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

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

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Presentation of report from San Diego County Superintendent of Schools regarding William's Settlement findings for National School District's 2021–2022 site visits.

Dr. Leighangela
Brady, Superintendent

13.B. Set date, time, and place of the Governing Board annual organizational meeting as December 14, 2021, at 6:00 p.m.

Dr. Leighangela
Brady, Superintendent

14. EDUCATIONAL SERVICES

14.A. Report by Integrity Charter School on the 2020-2021 school year academic achievement and goals for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Amend contract #CT3125 with Save-A-Heart for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.C. Approve contract #CT3904 with San Diego Guild of Puppetry to provide a puppet theater residency for Palmer Way School students in second and fifth grades.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.D. Approve Memorandum of Understanding #CT3907 with San Diego County Superintendent of Schools to accept funds and services from the California Literacy State Development grant for the National School District.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15. HUMAN RESOURCES

15.A. Approve agreement #CT3902 with the University of California, San Diego and National School District for a student teaching agreement.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16. BUSINESS SERVICES

16.A. Accept gifts.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17. BOARD/CABINET COMMUNICATIONS

18. ADJOURNMENT

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

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

Quick Summary /
Abstract:

Board:

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

Staff:

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

Agenda Item: **3. PUBLIC COMMUNICATIONS - CLOSED SESSION ITEMS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary /
Abstract:

Public communication provides the public with an opportunity to address the Board regarding a closed session item on the agenda. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers. No Board action can be taken.

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

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

Quick Summary /
Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
One case
OAH No. 2021100016

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

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

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

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

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

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

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

Quick Summary /
Abstract:

Board:

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

Staff:

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

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary /
Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. Members of the public may not yield any time to other speakers.No Board action can be taken.

Agenda Item: **11. AGENDA**

Agenda Item: **11.A. Accept Agenda.**

Speaker: Ms. Maria Dalla, Board President

Recommended
Motion: Accept Agenda

Agenda Item: **12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

Speaker: Ms. Maria Dalla, Board President

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

Recommended Motion: Approve Consent Agenda.

Agenda Item: **12.A. Minutes**

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on October 27, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes- 10/27/21

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

October 27, 2021

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

https://youtu.be/XOq_k45JfWU

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 4:02 p.m.

2. CLOSED SESSION ROLL CALL

Attendance taken at 4:02 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Ms. Jocelyn Gomez took roll call.

3. PUBLIC COMMUNICATIONS - CLOSED SESSION ITEMS

Mr. Alfredo Alvarez, CSEA, spoke regarding negotiations.

Ms. Luz Allshouse, CSEA, spoke regarding negotiations.

Ms. Jennifer Reynolds, CSEA, spoke regarding negotiations.

Ms. Mona Ribada, CSEA, spoke regarding negotiations.

4. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:16 p.m. to 5:50 p.m.

No action was taken in closed session.

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

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

8. PLEDGE OF ALLEGIANCE

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

9. OPEN SESSION ROLL CALL

Attendance taken at 6:03 p.m.:

Present:

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

Ms. Vanessa Ceseña took roll call.

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

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

Board President, Ms. Maria Dalla, presented new employees present with a District pin.

11. PUBLIC COMMUNICATIONS

Mr. Alfredo Alvarez, CSEA, spoke regarding negotiations.

Ms. Jennifer Reynolds, CSEA, spoke regarding negotiations.

Ms. Luz Allshouse, CSEA, spoke regarding negotiations.

Ms. Suzy (Martha) Cardenas, CSEA, spoke regarding negotiations.

Ms. Corina de Leon, CSEA, spoke regarding negotiations.

Mr. Hugo Michel, CSEA, spoke regarding negotiations.

Ms. Mona Ribada, CSEA, spoke regarding negotiations.

12. AGENDA

12.A. Accept Agenda.

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

13.A. Administration

13.A.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.

13.A.II. Adopt Resolution #21-22.12 delegation of authority to enter into written agreements or written contracts under specific limitations.

13.B. Human Resources

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

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

13.C. Educational Services

13.C.I. Amend Non-Public School Master contract #CT3836 with Aseltine School to provide an educational program for special education students for the 2021-2022 school year.

13.C.II. Amend Non-Public School Master contract #CT3838 with Stein Education Center to provide an educational program for special education students for the 2021-2022 school year.

13.C.III. Amend Individual Services Agreement #CT3839 with Aseltine School to provide an education program for student #3711706 for the 2021-2022 school year.

13.C.IV. Amend Individual Services Agreement #CT3840 with Aseltine School to provide an educational program for student #3709915 for the 2021-2022 school year.

13.C.V. Amend Individual Services Agreement #CT3842 with Stein Education Center to provide an educational program for student #3712441 for the 2021-2022 school year.

13.C.VI. Ratify Individual Service Agreement #CT3905 with Aseltine School to provide an educational program for student #3713445 for the 2021-2022 school year.

13.D. Business Services

14. GENERAL FUNCTIONS

14.A. Approve the minutes of the Regular Board Meeting held on October 13, 2021.

Motion Passed: Approval of the October 13, 2021, minutes passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Abstain Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

14.B. Adopt Resolution #21-22.13 regarding absence of Board Member Ms. Maria Dalla due to bereavement.

Motion Passed: Adoption of Resolution #21-22.13 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Recuse Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15. EDUCATIONAL SERVICES

15.A. Approve application for National School District to apply for the California Department of Education, California Code of Regulations Title 5, Section 3043(d) waiver.

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15.B. Approve contracts #CT3884 through #CT3893 with the YMCA of San Diego County for sixth grade camp.

Motion Passed: Approval of contracts #CT3884 through #CT3893 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15.C. Approve contract #CT3898 a San Diego County Interagency Agreement to provide educational support to students in Foster Care for National School District from August 2021 to July 2026. (Exhibit A)

Motion Passed: Following discussion, approval of contract #CT3898 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

Contract cost will not exceed \$500 per year.

15.D. Approve contract #CT3899 with 360 Degree Customer Inc. to provide Special Education Services for the 2021-2022 school year.

Motion Passed: Following discussion, approval of contract #CT3899 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

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

16. HUMAN RESOURCES

16.A. Approve agreement #CT3902 with National University and National School District for an unpaid Student Teaching, Field Experience and Practicum Agreement.

Motion Passed: Approval of agreement #CT3902 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

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

16.B. Approve agreement #CT3903 with the Azusa Pacific University and National School District from July 1, 2021, to June 30, 2025, for educational field experiences. (Exhibit B)

Motion Passed: Following discussion, approval of agreement #CT3903 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

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

17. BUSINESS SERVICES

17.A. Authorize District personal property as disposal, obsolete and surplus per California Education Code 17545-17555.

Motion Passed: Following discussion, authorization passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

17.B. Approve the Elementary and Secondary School Emergency Relief III (ESSER III) Expenditure Plan. (Exhibit C)

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

18. BOARD/CABINET COMMUNICATIONS

Ms. Lizarraga thanked CSEA classified staff for attending the meeting and welcomed new employees. She congratulated the City of National City for receiving the 2021 Culture of Health Prize for innovative efforts, awarded by the Robert Wood Johnson Foundation. She wished Ms. Betancourt-Castañeda a happy birthday and wished everyone a good night.

Ms. Gates thanked CSEA classified staff for attending the meeting and thanked them for the work they do behind the scenes. She wished Ms. Betancourt-Castañeda a happy birthday.

Ms. Sarmiento shared details of a news article, spotlighting late Palmer Way School teacher, Dr. Sue Crittendon, and her contributions to National City students through Southwestern College.

Ms. Betancourt-Castañeda welcomed the new employees and thanked tonight's public speakers. She thanked staff for the work they do behind the scenes. She welcomed her mom in the audience and thanked her for attending the meeting on her birthday. She wished Mr. Mike Dalla a happy birthday and wished everyone a good night.

Mr. Avanesyans thanked El Toyon School staff for welcoming them during Executive Cabinet's site visit. He shared it was a great experience observing students participate in a soccer league started by fourth grade teacher, Mr. Steve Cokkinis.

Dr. Hernandez welcomed the new employees, especially Ms. Melissa Northcutt, Human Resources Specialist. She shared her observations during Executive Cabinet's site visits and thanked school administrators for always putting children first. She wished Ms. Betancourt-Castañeda and Mr. Mike Dalla happy birthdays.

Dr. Kraft welcomed the new employees. She shared her observations during Executive Cabinet's site visit and celebrates the work done at all school sites for targeted supports. She wished Ms. Betancourt-Castañeda and Mr. Mike Dalla happy birthdays.

Dr. Brady wished Ms. Betancourt-Castañeda and Mr. Mike Dalla happy birthdays. She thanked Ms. Lizarraga for notifying her about the accessibility projects from Central students and shared information regarding COVID-19 testing throughout the District.

Ms. Dalla welcomed the new employees, audience members, and thanked CSEA classified staff for addressing the Board during the meeting. She wished Ms. Betancourt-Castañeda and Mr. Dalla, her husband, happy birthdays. She wished everyone a good night.

19. ADJOURNMENT

Closed session was held from 4:16 p.m. to 5:50 p.m.

No action was taken in closed session.

Board President, Ms. Maria Dalla, adjourned the meeting at 6:54 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.B. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

Agenda Item: **12.C. Human Resources**

Agenda Item: **12.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
November 10, 2021

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
1. Alicia Estrella	School Counselor 6.58 hours per day 185 days per year Las Palmas School	November 15, 2021	Class 1, Step 1	General Fund
Temporary Employment				
None				
Additional Duties				
None				
Contract Extension/Change				
None				
Leave of Absence				
2. Kristin Walter	Enrichment Teacher District Office	November 2, 2021 to January 10, 2022	Unpaid Leave of Absence	

CLASSIFIED STAFF RECOMMENDATIONS
November 10, 2021

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
3. Jennifer Lopez-Gomez	Instructional Assistant – Special Education 3.25 hours per day 210 days a year Central School	November 15, 2021	Range 16, Step 1	General Fund
4. Ariadna Saavedra	Instructional Assistant – Special Education 3.25 hours per day 210 days a year Lincoln Acres School	November 15, 2021	Range 16, Step 1	General Fund
5. Alberto Zepeda	Computer Systems Technician 8 hours per day 12 months per year District Office	November 15, 2021	Range 33, Step 1	General Fund

Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

6. Ileana Malfavon	Instructional Assistant-Special Education District Office	October 22, 2021 to November 5, 2021	Unpaid Leave of Absence	
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Agenda Item: **12.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 11/10/21			
Name	Position	Location	Effective Date
Charles Eze	Resource Specialist Program Teacher	Lincoln Acres School	November 1, 2021
Melissa Laguatan	Instructional Assistant- Health Care	Rancho de la Nación School	November 5, 2021
Melanie Sobrenilla	Child Nutrition Services Assistant	John Otis School	October 28, 2021
Marco St. John	HVAC-Maintenance Worker	Maintenance and Operations	November 5, 2021

Retirements 11/10/21			
Name	Position	Location	Effective Date
None			

Agenda Item: **12.D. Educational Services**

Agenda Item: **12.D.I. Approve contract #CT3908 with Robert Gray Psychologist to provide an Independent Educational Evaluation for student #3713758.**

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

Quick Summary / Abstract: Approval of #CT3908 will allow student #3713758 to receive an Independent Education Evaluation (IEE) in the area of psychoeducational.

The terms of the contract are from November 11, 2021 to June 30, 2022.

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

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

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

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

Attachments:
CT3908

[01 - 00] [6500 - 000] [5001] [3120] [5800 - 000] [022]
Fund Res Goal Function Object Site

Contract No. CT3908

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

Robert Gray Psychologist APC 9968 Hibert Street, Suite 105

Contractor Taxpayer ID Number Mailing Address

San Diego CA 92131, hereinafter referred to as "Contractor."

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. Robert Gray Psychologist APC will provide an independent evaluation for student #371358 in the area of psychoeducational.

2. Term. Contractor shall commence providing services under this Agreement on November 11, 2021, and will diligently perform as required and complete performance by June 30, 2022.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three thousand seven hundred and ten Dollars (\$3,710.00). District shall pay Contractor according to the following terms and conditions: after completion of services and upon receipt of the invoice required with documentation.

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 contact, 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 uncopied 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 the 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: 9968 Hibert Street, Suite 105
San Diego, CA 92131
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 11 day of November, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Arik Avanesyans
Typed or Printed Name

Assistant Superintendent of Business Services
Title

Board Approval Date: _____

Signature of Authorized Agent

Robert Gray PhD
Typed Name

Social Security or Taxpayer I. D. No.

(Area Code) Telephone Number

Agenda Item: **12.E. Business Services**

Agenda Item: **12.E.I. Approve contract #CT3883 for a community partnership between Pre-Scientist, Inc., and National School District.**

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

Quick Summary / Abstract: Contract #CT3883 is an agreement between Pre-Scientist, Inc. and the National School District to participate in a partnership that engages students in a letter exchange program, via both snail mail and electronic formats, with STEM professionals. The terms of this agreement and all schedules attached hereto will be in effect thru the 2021-2022 school year. There is no cost for this agreement.

Financial Impact: None

Attachments:
CT3883

**Agreement for a Community Partnership
Between Pre-Scientist, Inc.
and National School District**

The following is an agreement (the “**Agreement**”) between Pre-Scientist, Inc. (“**Provider**”) and the **National School District (“District”)** (collectively, the “**Parties**”) on _____ (“**Effective Date**”) to participate in a partnership that engages students in a letter exchange program, via both snail mail and electronic formats, with STEM professionals. The terms of this agreement and all schedules attached hereto will be in effect thru the 2021 - 2022 school year.

1. Provider operates the Letters to a Pre-Scientist Program (the “**Program**”). The Parties understand that the reciprocal purpose of the Program is to expose students to future careers in STEM, higher education options, and real-world connections to science as well as connect students to a professional role model and provide an authentic audience for students to practice writing in science class.
2. The Program is an early exposure mentorship opportunity connecting scientists with **5th and 6th** grade students at the Lincoln Elementary School (“**School**”), through the exchange of letters to build self-efficacy, motivation, and a sense of belonging in science. All students on **Mrs. Kwan, Mrs. Lone, and Ms. Ma and any future 5th or 6th grade teachers wishing to participate**, (the “**Teachers**”) rosters will be invited to participate. The Program is designed to increase knowledge of letter writing, explore potential careers and STEM related college majors, and inspire students to prepare for their future.

1. **Responsibility of the District:** The District will be responsible for working with the School to ensure that Teachers to comply with the various obligations under this Agreement. The acts and omissions of Teachers will be deemed the acts and omissions of the District for purposes of this Agreement.

Principal

- a. Monitor execution of required teacher responsibilities.

Teacher(s)

- a. Monitor the letter writing from the students to the scientists, and then supervise the opening of letters from the scientists to the students.

- b. Assure that all students have submitted signed parent permission forms before administering the Letter to a Pre-Scientist on-line survey and that students who do not have permission to give demographic data do not give demographic data.
- c. Assure that only students who have parental permission are included in photos and videos.
- d. Immediately report any concerning activity to the School Principal.

2. Responsibility of Provider:

- a. Remove any student names or initials to quotes or photos used on social media or in promotional materials before use.
- b. Ensure all participating scientists adhere to the [Letters to a Pre-Scientist Code of Conduct](#) specifically student privacy and prohibiting contact between scientists and Program participants outside the formal letter exchange process.
- c. May use **Lincoln Acres Elementary** student quotes and pictures that exclude student names, only upon receipt of a signed parental permission form from the parent or guardian of the student to be featured.
- d. Shall only share student first name, last initial if necessary (for example, if two students have the same name in a class), preferred pronouns, gender identity, teacher name, information on science interests and hobbies, language information (only if student needs correspondence in a language other than English), other relevant academic information (for example, if a student needs letters written at a lower level to be able to read them independently), school name and school address with each scientist that is matched with a student.
- e. Complies with data breach protocols for Airtable and Google.
- f. Will ensure through internal procedures that employees that have access to web-based data comply with organizational established data security procedures.
- g. Will work in good faith with the District and use commercially reasonable best efforts to ensure compliance with the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h; “PPRA”) to the extent that the PPRA applies to the pre-participation survey(s) that the District and Provider will administer to Program participants.
- h. Due to the way in which the COVID-19 pandemic continues to alter the education landscape, Provider may need to utilize remote education tools during the Term of this Agreement, including but not limited to video conferencing and chat platforms. Provider will coordinate with the District on choosing mutually acceptable programs, platforms or other

technologies to be used for administration of the Program.

3. Student Data to Be Provided. In order to successfully launch the Program, the Provider will collect the following information from students, whether in the classroom or electronically if the School is holding classes remotely, once the student's parent has approved participation in the Program through a signed permission slip: First and last name, language information (to know whether the student needs correspondence in a language other than English), student school enrollment, grade level, homeroom, parent/guardian first and last name, student survey responses (for program evaluation and to match students with an appropriate scientist), student work (student letters, Program lessons/activities), and any other relevant academic information. Students can also indicate their gender identity, preferred pronouns, and race/ethnicity if they choose to on a student survey, but are not required to provide such information as a condition of Program participation (collectively, the "**Student Data**").

4. Provider's Obligations With Respect to Student Data.

- a. Student Data obtained by the Provider from the District shall continue to be the property of and under the control of the District.
- b. Parents, legal guardians, or eligible students may review Student Data that will be maintained by the District and shared with Provider for administration of the Program and may correct erroneous information by submitting a request for correction to the District.
- c. Provider will use commercially reasonable best efforts to ensure the security and confidentiality of Student Data, including designating and training responsible individuals on ensuring the security and confidentiality of pupil records, ensuring that Student Data is maintained in a secure location, and by limiting access to Student Data to only those employees, contractors, consultants, or sub processors that require access to Student Data in order for Provider to perform its obligations under this Agreement.
- d. In the event Provider has actual knowledge of an unauthorized disclosure of Student Data, Provider shall notify the District, and shall work with the District to provide notice to the affected parent(s), legal guardian(s), or eligible student(s).
- e. Provider shall not use any Student Data for any purpose other than those required or specifically permitted by this Agreement.

- f. Provider shall not use personally identifiable student information to engage in targeted advertising.
- g. Provider certifies that a student's records shall not be retained or available to the Provider upon completion of the terms of this Agreement. Such certification will be enforced by Provider's provision of written confirmation to the District, which states that Provider has deleted, returned, or otherwise destroyed Student Data upon expiration or termination of this Agreement.
- h. Provider shall work in good faith with the District to use commercially reasonable best efforts to ensure compliance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99; "FERPA") by preparing and providing parent/guardian permission forms for the District to distribute to students interested in participating in the Program. To the extent that additional actions are required of Provider to ensure compliance with FERPA, Provider agrees to cooperate in good faith with the District to ensure such compliance.

5. Indemnification: If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all third-party claims, demands and actions, and resulting losses, liabilities and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, the Parties shall indemnify, save and hold harmless each other, their officers, agents employees and volunteers from and against any and all claims, losses, causes of action, suits, or judgments resulting from negligent acts or willful misconduct of the other Party, its officers, agents, employees or invitees in the performance or arising out of this Agreement.

6. Limitation of Liability: In no event will Provider or its directors, officers or employees be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, arising from, or directly or indirectly related to the Program whether in an action of contract, negligence, strict liability or otherwise. The Provider will not be responsible, financially or otherwise, for unauthorized behavior of any Program participants.

7. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Term: This agreement shall be effective from **the Effective Date through June 30, 2022.**

9. Termination: The party wishing to initiate a change or to terminate the agreement shall be responsible for notifying the other party. In the case of termination, the notification shall be in writing by the executors of this agreement. The agreement shall terminate within 30 days of such notification unless both parties sign a modified agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Partnership Agreement as of the last day noted below:

Arik Avanesyans, National School District

Date



September 2, 2021

Lucy Madden, Chief Executive Officer, Letters to a Pre-Scientist
lucy.madden@prescientist.org

Date

Agenda Item: **12.E.II. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

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

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

Attachments:
Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Presentation of report from San Diego County Superintendent of Schools regarding William's Settlement findings for National School District's 2021–2022 site visits.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: California Education Code (EC) Section 1240 and Assembly Bill 1761 specifically require visits to decile 1, 2, and 3 schools in each county, based on the 2012 base Academic Performance Index (API) and report the results of the visit.

National School District schools qualified under this provision: Central, El Toyon, and Lincoln Acres.

The attached report, submitted by the San Diego County Superintendent of Schools, Paul Gothold, Ed.D., presents aggregate findings as required by the William's Settlement Legislation for National School District's 2021-2022 school visits.

Comments: California Education Code (EC) requires visits for the purpose of:

1. Ensuring that students have access to “sufficient” instructional materials in core subject areas (English/language arts, ELD, mathematics, history/social science, science) and, as appropriate, science laboratory equipment, world languages, and health education as defined in EC Section 60119;
2. Assessing compliance with facilities maintenance using the Facilities Inspection Tool (FIT) and determining if there are any conditions that “pose an emergency or urgent threat to the health or safety of pupils or staff” as defined in EC Section 17592.72; and assessing “the safety, cleanliness, and adequacy of school facilities, including good repair” as required by EC Sections 17014, 17032.5, 17070.75, and 17089;
3. Determining if a school has current teacher vacancies. The standard of “vacant teacher position” means a position to which a single designated certificated employee has not been assigned at the beginning of the year (first 20 days) as defined in [EC 33126(b)(5)(A)(B), EC 35186 (h)(3) and CCR Title 5 section 4600 (b)];
4. Ensuring that the school has the Williams Uniform Complaint Procedures posted in every classroom, and the Williams Complaint forms are available, in English and other languages as required by the California Department of Education; and
5. Determining if the school has provided accurate data for the annual School Accountability Report Card related to instructional materials, facilities maintenance, and teacher credentialing.

Attachments:
Williams

October 22, 2021

Dr. Leighangela Brady, Superintendent
National School District
1500 N Avenue
National City, CA 91950-4827

Dear Superintendent Brady, Ed.D.,

Subject: *Williams* Settlement Findings for 2021-2022 Site Visits

The San Diego County Office of Education (SDCOE) has the responsibility to visit schools in our county and report to you the results of these visits. Please share this report at a public meeting as required by the *Williams* Settlement Legislation. California Education Code (EC) Section 1240 and Assembly Bill 1761 specifically require visits to decile 1, 2, and 3 schools in each county, based on the 2012 base Academic Performance Index (API), for the purpose of:

1. Ensuring that students have access to “sufficient” instructional materials in core subject areas (English/language arts, ELD, mathematics, history/social science, science) and, as appropriate, science laboratory equipment, world languages, and health education as defined in EC Section 60119;
2. Assessing compliance with facilities maintenance using the Facilities Inspection Tool (FIT), and determining if there are any conditions that “pose an emergency or urgent threat to the health or safety of pupils or staff” as defined in EC Section 17592.72; and assessing “the safety, cleanliness, and adequacy of school facilities, including good repair” as required by EC Sections 17014, 17032.5, 17070.75, and 17089;
3. Determining if a school has current teacher vacancies. The standard of “vacant teacher position” means a position to which a single designated certificated employee has not been assigned at the beginning of the year (first 20 days) as defined in [EC 33126(b)(5)(A)(B), EC 35186 (h)(3) and CCR Title 5 section 4600 (b)];
4. Ensuring that the school has the *Williams* Uniform Complaint Procedures posted in every classroom, and the *Williams* Complaint forms are available, in English and other languages as required by the California Department of Education; and
5. Determining if the school has provided accurate data for the annual School Accountability Report Card related to instructional materials, facilities maintenance, and teacher credentialing.

This report for 2021-2022 provides aggregate findings in these areas for your district’s school visits. Your *Williams* district contact, and principal of each visited school will receive a letter and copy of their school report.

SDCOE also receives quarterly reports on complaints filed from all school districts concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues. Our *Williams* office will continue to work with your district contacts in regards to quarterly *Williams* Uniform Complaint Reports.

On October 8, 2021, Governor Newsom signed into law AB 599 which will provide a new list of schools to be inspected based on the state's multiple measures public school accountability system. This new list will be published by the California Department of Education for schools to be inspected starting in 2022.

Please be assured that SDCOE will continue to be available to support you in meeting the requirements of this legislation. For more information, please contact Patricia Karlin at patricia.karlin@sdcoe.net or 858-295-8822.

Thank you and have a rewarding school year.

Sincerely,



Paul Gothold, Ed.D.
San Diego County Superintendent of Schools

PG:od

cc: Maria Dalla, Board President
Beverly Hayes, District Williams Contact

Attachment: *Williams* Settlement Annual District Visit Summary 2021-2022

WILLIAMS SETTLEMENT ANNUAL DISTRICT VISIT SUMMARY 2021-2022

National School District

Dr. Leighangela Brady, Superintendent

Maria Dalla, School Board President

District Contact: Beverly Hayes

Phone No: 619-336-7503

Email: bhayes@nsd.us

School	School Principal	Date of Visit	Sufficient Instructional Materials	School Facilities Overall % and Rating	All Positions Filled on Visit Date	UCP Posted in all Classrooms	Accurate 2020-21 SARC
Central Elementary School	Steven Sanchez	8/11/2021	Yes	96.16% Good	Yes	Yes	Yes
El Toyon Elementary School	Bryan Vine	8/11/2021	Yes	97.64% Good	Yes	Yes	Yes
Lincoln Acres Elementary School	Kathy Melanese	8/12/2021	Yes	98.58% Good	Yes	Yes	Yes

Agenda Item: **13.B. Set date, time, and place of the Governing Board annual organizational meeting as December 14, 2021, at 6:00 p.m.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Assembly Bill 2449 amends Education Code § 5017, which starting in 2019, the law will change the date on which newly-elected school and community college board members must be seated to the second Friday in December in the year of election.

Education Code Sections 35143 and 72000 provide that:
The annual organizational meeting for 2021 shall be held between December 10 and December 24, inclusive.

The day and time of the annual organizational meeting shall be selected by the Board at its regular meeting held immediately prior to December 14, unless otherwise provided by rule of the Governing Board.

Recommended Motion: Set date, time, and place of the Governing Board annual organizational meeting as December 14, 2021, at 6:00 p.m.

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Report by Integrity Charter School on the 2020-2021 school year academic achievement and goals for the 2021-2022 school year.**

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

Quick Summary / Abstract: As a condition of the Memorandum of Understanding, Integrity Charter School is required to make an annual report to the authorizing Governing Board.

The report will include information on the school's performance on multiple assessments, including disaggregated data on the following important target groups: English learners, students with disabilities, ethnicity and how those groups have done over time at Integrity.

Comments: Dr. Susan Fahey, Executive Director and Ms. Teresa Hart-Sanchez, Assistant Director of Integrity Charter School will present the report.

In addition, information on student attendance data and a report on the goals set for the school year will also be presented.

Agenda Item: **14.B. Amend contract #CT3125 with Save-A-Heart for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this amendment will allow National School District to update contract #CT3125 with Save-A-Heart to include and certify all of our Instructional Assistants-Health Care. Under CA Ed Code section 49423.5, it is a requirement that individuals providing specialized physical health care services must be trained in CPR.

At the June 9, 2021 meeting, the Governing Board approved contract #CT33125 with Save-A-Heart on the annual maintenance agreements and service contracts at the annual rate of \$6,000.

Since this approval, the Save-A-Heart contract amount was not sufficient to cover certification for all District Instructional Assistants-Health Care.

The District is requesting to amend the cost from \$6,000 to \$12,420 due to the need for increased training for staff.

Recommended Motion: Amend contract #CT3125 with Save-A-Heart for the 2021-2022 school year.

Financial Impact: Amendment cost: \$6,420
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3125

01 - 00 | 0000 - 500 | 0000 | 3140 | 5800 - 100 | 022
Fund Res Goal Function Object Site

Contract No. CT3125

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

<u>Save-A-Heart</u>		<u>2451 Night Star Court</u>
Contractor	Taxpayer ID Number	Mailing Address
<u>Alpine</u>	<u>CA</u>	<u>91901-1449</u> , hereinafter referred to as "Contractor."
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. Provide CPR/AED/First Aid training for instructional assistants-healthcare.

2. Term. Contractor shall commence providing services under this Agreement on October 28, 2021, and will diligently perform as required and complete performance by June 30, 2022.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed twelve thousand, four hundred and twenty Dollars (\$ 12,420.00). District shall pay Contractor according to the following terms and conditions: N/A

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 contact, 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 the 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: | <u>2451 Night Star Court</u>
<u>Alpine, CA 91901-1449</u> |
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 10 day of June, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Arik Avanesyans

Typed or Printed Name

Carla Anderson

Typed Name

Asst. Superintendent, Business Services

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

619-445-4569

(Area Code) Telephone Number

Agenda Item: **14.C. Approve contract #CT3904 with San Diego Guild of Puppetry to provide a puppet theater residency for Palmer Way School students in second and fifth grades.**

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

Quick Summary / Abstract: This proposal is for a 20 week puppet theatre residency for grades second and fifth at Palmer Way School.

The program will provide 20 sessions of 50-60 minutes, where students will be immersed in community building through discussions around mindfulness, positive student behavior, conflict resolution, and bully prevention.

Program will focus on Positive Behavior Intervention System (PBIS), students will analyze and chart positive phrases, behaviors, and learnings they've gathered from each of the tales they've explored. These will become the basis for the culminating performance in which each grade level will collaborate in creating their own Positive Behavior and Bully Prevention Performance for the entire school, or in smaller classroom settings, as deemed appropriate. The program will also strongly address both English Language Arts (ELA) and English Language Development (ELD) Standards.

Comments: This residency will be from November 15, 2021 - June 3, 2022 (excluding Holidays), in second and fifth grade classrooms, as well as the auditorium.

Recommended Motion: Approve contract #CT3904 with San Diego Guild of Puppetry to provide a puppet theater residency for Palmer Way School students in second and fifth grades.

Financial Impact: Contract cost: \$7,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund- Title I

Attachments:
CT3904

[01 . 00]-[3010 . 100]-[1110]-[1000]-[5800 . 000]-[900]
Fund Res Goal Function Object Site

Contract No. CT3904

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

San Diego Guild of Puppetry

281 East Milan Street

Contractor

Taxpayer ID Number

Mailing Address

Chula Vista

CA

91910

, hereinafter referred to as "Contractor."

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. Contractor will provide an in-person 20 week puppetry theater residency for all our 2nd grade and 5th grade students.

2. Term. Contractor shall commence providing services under this Agreement on the week of November 15th, 2021, and will diligently perform as required and complete performance by June 3rd, 2022.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seven Thousand Dollars (\$7,000.00). District shall pay Contractor according to the following terms and conditions: Upon completion of contract performance date.

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 contact, 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 the 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: _____

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 10th day of November, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Arik Avanesyans
Typed or Printed Name

Assistant Superintendent of Business Services
Title

Board Approval Date: _____

Signature of Authorized Agent

Lynne W. Jennings, Executive Director
Typed Name

Social Security or Taxpayer I. D. No.

619-427-8088
(Area Code) Telephone Number

Agenda Item: **14.D. Approve Memorandum of Understanding #CT3907 with San Diego County Superintendent of Schools to accept funds and services from the California Literacy State Development grant for the National School District.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to funds and services of the California Literacy State Development (CLSD) grant. This grant provides training, resources and support to school districts focused on literacy for English learners.

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

The San Diego County Superintendent of Schools (SDCOE) will provide National School District up to \$106,478.26 for the 2021-2022 school year, to support any reasonable and necessary expenses in adherence to the scope and intent of the grant.

Comments: The San Diego County Superintendent of Schools (SDCOE) will compensate the National School District up to \$581,880.43.
Year 1: \$106,478.26;
Year 2: \$211,456.52;
Year 3: \$263,954.65

Recommended Motion: Approve Memorandum of Understanding #CT3907 with San Diego County Superintendent of Schools to accept funds and services from the California Literacy State Development grant for the National School District.

Financial Impact: Revenue: Up to \$581,880.43
Year 1: \$106,478.26;
Year 2: \$211,456.52;
Year 3: \$263,954.65
General Fund

Attachments:
CT3907

Services Agreement

This Agreement, for the provision of services is entered into this 29th day of October, 2021, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and NATIONAL SCHOOL DISTRICT (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

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

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

2. Term of Agreement.

This Agreement shall be effective from the period commencing 11/11/2021, and ending 09/30/2024, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

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

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

4. Compensation and Reimbursement.

The SDCOE will compensate Contractor at a rate of \$581,880.43, not to exceed a total of FIVE HUNDRED EIGHTY ONE THOUSAND EIGHT HUNDRED EIGHTY AND FORTY THREE CENTS (\$581,880.43). Contractor understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

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

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

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

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

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

5. Confidential Relationship.

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

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

6. Public Records Act.

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

7. Ownership of Documents.

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

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

8. Fund Availability

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

9. Data Privacy and Protection

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

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

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

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

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

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

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

10. No Assignments.

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

11. Audit.

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

12. Independent Contractor.

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

13. Licenses, Permits, Etc.

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

14. Contractor's Insurance.

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

Required Amounts of Insurance:

General Liability

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

Bodily Injury and Comprehensive form - Property Damage Owned, Non-owned Hired Combined	\$100,000/\$300,000 Amount
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The Contractor shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.

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

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

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

16. Tuberculosis Clearance.

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

17. Pupil Safety/School Safety Act.

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

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

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

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

The above determination is made by _____ Jorge Cuevas-Antillon _____

Signature _____ Jorge Cuevas Antillon _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

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

or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

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

20. Notices.

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

SDCOE: Learning and Leadership Services
 Attn: Olympia Kyriakidis
 6401 Linda Vista Road, 321S
 San Diego, CA 92111
 858-295-8998
 olympia.kyriakidis@sdcoe.net

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

Contractor: National School District
 Attn: Shamila Kraft
 1500 N. Avenue
 National City, CA 91950
 619-336-7500
 skraft@nsd.us

21. Amendment.

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

22. Governing Law/Venue.

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

23. Mediation.

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

24. Compliance with Law.

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

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

25. Debarment, Suspension or Ineligibility Clause.

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

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

26. Authorization to Perform Services.

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

27. Employment with Public Agency and Retirees.

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

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

28. Conflict of Interests.

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

employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

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

30. Severability.

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

31. Entire Agreement.

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

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

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

NATIONAL SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Arik Avanesyans

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Asst. Superintendent, Business Services

Title

Date

Date

EXHIBIT A SPECIAL PROVISIONS

A. Scope of Services.

As awarded and required by the California Literacy State Development (CLSD) Grant, a program meant to establish projects that include evidence-based family literacy strategies and increase educational options for students who have traditionally been underserved, the NATIONAL SCHOOL DISTRICT agrees to support the goals of the CLSD grant:

Year 1-3 (November 11, 2021 through September 30, 2024)

- Work towards district and site coherent literacy planning and achievement via the CLSD grant
- Participate in the free coaching, consulting, and professional learning for all facets of the grant activities from the SDCOE CLSD grant team and its partners for the life of the grant
- Create, update, and maintain a district literacy plan aligned to the district English Learners Master Plan, following the expectations of the California ELA-ELD curricular framework and policies and tenets of the California English Learner Roadmap
- Produce a site level literacy plan template that aligns to the district literacy plan, with flexibility and tailoring possible for each elementary school based on local data on student assets and needs, and collect it yearly from each grant school
- Ensure the district literacy plan addresses minimally TK through 5th grade, incorporates evidence-based family literacy strategies, builds school capacity for effective literacy and comprehensive ELD for English learners, including opportunities to develop biliteracy and primary language instruction whenever possible
- Assure yearly district and site literacy assessment data and reports include:
 - Diagnostic, formative and interim assessments in all languages literacy is taught;
 - Information on student's interest/desire to read and reading habits;
 - Qualitative analyses describing how site level texts reflect the languages, culture, life experiences and other such factors of the diversity of the students themselves
 - Analysis of literacy performance disaggregated by language proficiency levels of language learners
 - A focus on assets students bring, especially English learners and American Indians
 - Details and evaluation on family literacy participation, satisfaction, and interest
- Assign at least two central office administrators yearly, to lead the drafting and finalization of the district literacy plan as well as lead CLSD grant work locally, especially from the English Learner, Curriculum & Instruction and Special Education departments
- Dedicate at least 63 days per year or one or more district instructional coach(es) or district administrator to this project specifically, per each school identified for this CLSD grant project, and the district literary plan formulation
- Assign at least one school or district librarian or library technician to work with the district CLSD grant team
- Invoice the yearly grant amounts [\$106,478.26 for Year 1: 2021-2022; \$211,456.52 for Year 2: 2022-2023, \$263,954.65 for Year 3: 2023-2024] within the first quarter of each school year
- Review, and approve a separate data sharing agreement (MOU) with SDCOE to increase NATIONAL SCHOOL DISTRICT's capacity to monitor student progress toward grant deliverables and systems improvement, and ensure access to requisite data for CLSD evaluation

Year 1 (November 11, 2021 through June 30, 2022)

- Identify two elementary school to participate in NATIONAL SCHOOL DISTRICT's CLSD grant for Cohort A
- Ensure an active district and site team from the participating school composed of:
 - At least two district central office administrators
 - At least one site or district instructional coach or district administrator
 - At least one site or district librarian or library technician
 - Minimum of one school site administrator per school identified for the grant
 - Four classroom teachers, with at least one of them being a Transitional Kindergarten or Kindergarten teacher, per participating CLSD grant school
- Provide a stipend of \$1500 yearly to the site/district librarian or library technician assigned to work with the district grant team from CLSD LEA funds
- Provide stipends for participating CLSD school teams from CLSD grant funds, specifically:
 - At least \$750 for at least one administrator per site
 - At least \$1500 for each classroom teacher per site and also for any district administrator or site coach assigned to the coach the sites
- Offer substitute release time or more stipends for up to five days of release or summer time for each of the classroom teachers via the \$3000 CLSD grant funds per site
- Purchase at least \$7000 via CLSD grant funds for library texts/classroom libraries to better reflect the diversity of the students per a list of titles for CLSD schools from SDCOE
- Actively recruit, encourage and monitor/confirm attendance, participation and progress of district and site staff for all grant activities, including a regional summit, professional learning events, and the completion of a viable district literacy plan
- Maintain regular communication with SDCOE CLSD grant project leads
- Participate in NATIONAL SCHOOL DISTRICT's CLSD grant project evaluation by completing short surveys, consent forms and data collection expectations
- Access resources and tools via the NATIONAL SCHOOL DISTRICT's CLSD grant website and/or Google folders
- Disburse funding and ensure fiscal accountability per the descriptions above
- Enable access to requisite district and site level data for grant evaluation purposes per the separate and additional data sharing agreement (MOU) listed further above on page 9

Year 2 (July 1, 2022 through June 30, 2023)

- Maintain the participation and expectations of the two participating elementary school(s) from Year 1, including the stipends for the district and site team members working on the NATIONAL SCHOOL DISTRICT's CLSD grant team
- Identify two more school(s) to participate in NATIONAL SCHOOL DISTRICT's CLSD grant for Cohort B
- Ensure an active district and site team from the participating school composed of:
 - At least two district central office administrators
 - At least one site or district coach or district administrator
 - At least one site or district librarian or library technician
 - Minimum or one school site administrator per school identified for the grant
 - Four classroom teachers, with at least one of them being a Transitional Kindergarten or Kindergarten teacher, per participating CLSD grant school
- Provide a stipend of \$1500 yearly to the site/district librarian or library technician assigned to work with the district grant team from CLSD LEA funds
- Provide stipends for participating CLSD school teams from CLSD grant funds, specifically:
 - At least \$750 for at least one administrator per site

- At least \$1500 for each classroom teacher per site and also for any district administrator or site coach assigned to the coach the sites
- Offer substitute release time or more stipends for up to five days of release or summer time for each of the classroom teachers via the \$3000 CLSD grant funds per site
- Purchase at least \$7000 via CLSD grant funds for library texts/classroom libraries to better reflect the diversity of the students per a list of titles for CLSD schools from SDCOE
- Actively recruit, encourage and monitor/confirm attendance, participation and progress of district and site staff for all grant activities, including a regional summit, professional learning events, and the completion of a viable district literacy plan
- Maintain regular communication with SDCOE CLSD grant project leads
- Participate in NATIONAL SCHOOL DISTRICT's CLSD grant project evaluation by completing short surveys, consent forms and data collection expectations
- Access resources and tools via the NATIONAL SCHOOL DISTRICT's CLSD grant website and/or Google folders
- Disburse funding and ensure fiscal accountability per the descriptions above
- Enable access to requisite district and site level data for grant evaluation purposes per the separate and additional data sharing agreement (MOU) listed further above on page 9

Year 3 (July 1, 2023 through September 30, 2024)

- Maintain the participation and expectations of the four participating elementary schools from Year 1 and 2, including the stipends for the district and site team members working on the NATIONAL SCHOOL DISTRICT's CLSD grant team
- Identify one more school(s) to participate in NATIONAL SCHOOL DISTRICT's CLSD grant for Cohort C
- Ensure an active district and site team from the participating school composed of:
 - At least two district central office administrators
 - At least one site or district instructional coach or district administrator
 - At least one site or district librarian or library technician
 - Minimum of one school site administrator per school identified for the grant
 - Four classroom teachers, with at least one of them being a Transitional Kindergarten or Kindergarten teacher, per participating CLSD grant school
- Provide a stipend of \$1500 yearly to the site/district librarian or library technician assigned to work with the district grant team from CLSD LEA funds
- Provide stipends for participating CLSD school teams from CLSD grant funds, specifically:
 - At least \$750 for at least one administrator per site
 - At least \$1500 for each classroom teacher per site and also for any district administrator or site coach assigned to the coach the sites
- Offer substitute release time or more stipends for up to five days of release or summer time for each of the classroom teachers via the \$3000 CLSD grant funds per site
- Purchase at least \$7000 via CLSD grant funds for library texts/classroom libraries to better reflect the diversity of the students per a list of titles for CLSD schools from SDCOE
- Actively recruit, encourage and monitor/confirm attendance, participation and progress of district and site staff for all grant activities, including a regional summit, professional learning events, and the completion of a viable district literacy plan
- Maintain regular communication with SDCOE CLSD grant project leads
- Participate in NATIONAL SCHOOL DISTRICT's CLSD grant project evaluation by completing short surveys, consent forms and data collection expectations
- Access resources and tools via the NATIONAL SCHOOL DISTRICT's CLSD grant website and/or Google folders
- Disburse funding and ensure fiscal accountability per the descriptions above

- Enable access to requisite district and site level data for grant evaluation purposes per the separate and additional data sharing agreement (MOU) listed further above on page 9

Agenda Item: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Approve agreement #CT3902 with the University of California, San Diego and National School District for a student teaching agreement.**

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

Quick Summary / Abstract: National School District (NSD) has had an agreement with University of California, San Diego for a student teaching agreement. This is a renewal with University of California, San Diego. The District shall provide University students practice teaching experience in schools/classes of the District.

Comments: The agreement will renew the continued partnership with University of California, San Diego and National School District to offer student teaching at National School District schools from December 1, 2021 through November 30, 2026.

Attachments:
CT3902

**STUDENT TEACHING AGREEMENT
BETWEEN THE
NATIONAL SCHOOL DISTRICT
AND THE
UNIVERSITY OF CALIFORNIA, SAN DIEGO**

This Student Teaching Agreement (“Agreement”) is made this December 1st, 2021 by and between the University of California, San Diego, hereinafter called the (“University”) and the National School District, hereinafter called the (“District”) (together sometimes referred to as the “Parties”).

RECITALS

- A. Pursuant to the provisions of Section 44320(b) of the California Education Code, postsecondary institutions that offer programs of professional preparation are encouraged to collaborate with school districts, county offices of education, and professional organizations in the design and delivery of local programs.
- B. The University is an institution of higher learning authorized pursuant to California law to offer fully accredited teaching programs and to maintain classes and such program at District for the purpose of providing training for its students in such classes.
- C. District provides learning environments which are appropriate for the University’s student teaching program (“Program”). As available, student field experiences may be offered for the student teaching program based on district capacity each year.
- D. The maximum number of University students who may participate in the Program, the types of field experiences available during each training period, the starting date and length of each Program training period shall be mutually agreed by the Parties at least 30 days before the training period begins.
- E. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Parties will institute the Program at the District.
- F. In consideration of the foregoing and of the mutual promises set forth herein, the University and District agree as follows:

I. GENERAL TERMS

- A. The District shall provide teaching experience to said University students through student teaching in schools and classes of the District, and under the direct supervision and instruction of District employees who have been recommended by site administration. The District may, for good cause, refuse to accept for student teaching any University student assigned to student teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University teaching in the District. "Student Teaching" as used in this Agreement, means active participation in the duties and functions of classroom teaching under the direct supervision and instructions of District employees who hold valid Clear Credentials issued by the State of California's Commission on Teacher Credentialing (CTC), authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided and who have a minimum of three years of K-12 teaching experience. Such employees are hereinafter referred to as "Cooperating Teachers."
- B. The University will assign a supervisor to work with the cooperating teachers and student teachers at District schools. The University supervisor will (1) consult and collaborate with the Cooperating Teacher and the site principal in the activities of the student teacher; (2) communicate regularly with the cooperating teacher to discuss the student teacher's progress; (3) monitor the quality of the match between the Cooperating Teacher and the student teacher and notify the District if there is a mismatch; (4) provide regular written and oral feedback to the student teacher about his or her progress and inform the cooperating teacher about the nature of this feedback; and (5) compile a written evaluation of the student teacher at the end of the semester or quarter.
- C. Cooperating Teachers agree to provide support and guidance to student teachers for a minimum of 5 hours per week as required by the Commission on Teacher Credentialing (CTC). Cooperating Teachers further agree to: (1) participate in training to develop and maintain the skills needed to work effectively with student teachers as required by the CTC; (2) provide a model for the student teacher by continuously demonstrating exemplary teaching strategies; (3) adhere to a release-of-responsibility plan that progresses from observation to increased responsibility for teaching as the student teacher demonstrates enhanced skill in delivering the curriculum; (4) keep the site principal and University supervisor informed of the student teacher's progress; (5) meet with the University supervisor periodically to discuss the student teacher's progress; and (6) complete and submit documentation and evaluations as required by the University. Student teachers will be matched with cooperating teachers by District and University faculty.
- D. An assignment of a University student to student teach in schools or classes of the District shall be for the time period set forth in Attachment A. An assignment of a University student to student teach in District schools or classes shall be at the discretion of the District, and a student teacher may be given more than one assignment by the University to student teach in such schools or classes. The

assignment of a University student to student teach in the District shall be deemed to be effective for purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document. Student teachers serve without pay but receive credit from the University.

- E. The site principal will (1) introduce the student teacher to the school's faculty, philosophy, policies and procedures, and provide an orientation to the facility and school community; (2) encourage the student teacher to participate in site and District professional development opportunities; and (3) confer with the cooperating teacher and University supervisor.
- F. A student teacher may substitute for his/her Cooperating Teacher when (1) the student teacher holds a 30-day-substitute permit; (2) the Cooperating Teacher is absent; (3) when it is determined by the principal that this is in the best interest of the students in the classroom as well as the student teacher; and (4) only if the student teacher is paid.
- G. Absences of a student teacher from assigned student teaching shall not be counted as absence in computing the units of student teaching provided by the District.
- H. Notwithstanding any other provisions of this Agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for by and between the University and the District; it being understood that the District shall not be obligated to accept assignments of training student teachers beyond the ability of the District, within its established training programs, to effectively provide services pursuant to this Agreement; and, further, that the University shall not be obligated to pay the District's Cooperating Teachers for services in any amount in excess of that provided for under the terms of this Agreement.

II. UNIVERSITY'S RESPONSIBILITIES

1. Schedule of Assignments. The University shall notify the District of its student assignments, including the name of the student, level of academic preparation, and length and dates of proposed student teaching experience.
2. Orientation Program. The University shall provide orientation to all its students and ensure that all its students receive instruction and have necessary basic skills prior to the student teaching assignment at District.
3. Records. The University shall maintain all personnel records for its staff and all attendance and academic records for its students participating in the Program. The University shall implement and maintain an evaluation process of the students' progress throughout the Program.

4. Discipline. The University shall be responsible for counseling, controlling and disciplining its students.
5. Screening Requirements. The University shall ensure its students comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (“CDOJ”) and tuberculosis (“TB”) clearance for University students, employees, volunteers, and independent contractors prior to providing service to any District student.

5.1 California Department of Justice Clearance:

- CDOJ clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j).
- The University shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person.
- Upon request of the District, the University shall certify in writing that the University has at all times complied with this section of the Agreement.
- Universities employing or staffing current District or other school district’s employees must obtain clearance from the CDOJ verified with the University’s Originating Agency Identifier number (“ORI”). Universities with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee’s state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees.
- If the University’s services are limited to online services, contact with District students shall also include electronic contact, and the University shall comply with the requirements for CDOJ clearance described in this section. In such cases, University students or employees having only electronic or telephone contact with District students shall not be required to obtain TB clearance.
- Administrative staff for the University not in contact with District students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to confidential District student information shall not be required to obtain TB clearance.

5.2 Tuberculosis Examination:

The University shall ensure that all persons performing services under this Agreement will provide a tuberculosis (“TB”) certificate of clearance prior to commencing services pursuant to this Agreement. The University shall ensure that it will not place any person at a school without a valid TB certificate on file showing that the student, or employee, was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

6. Identification. The University shall provide each of its students, site directors, and any other employee(s) in contact with District students with an identification badge that exhibits the University’s name, its student or employee name, and a picture of the student or employee.

7. Confidentiality. If the University will have access to District student records, the University agrees to also comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), and all requirements imposed by or pursuant to regulation of the Department of Education and the District to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual District student data for the purpose of using said data to fulfill contractual obligations with the District. The University recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the District shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by the University. This assurance is binding on the University and its students and such persons as may be employed by the University to assist in any phase of the performance contemplated under this Agreement.

8. University Student Related Responsibilities. The University shall notify its students in the Program that they are responsible for:
 - Complying with District’s administrative policies, procedures, rules and regulations, including undergoing and passing any required background check;
 - Arranging for their own transportation and living arrangements if not provided by the University;
 - Maintaining the confidentiality of District student information: No University student shall have access to, or have the right to receive any student record, except when necessary in the regular course of the classroom experience. The discussion, transmission, or narration in any form by University students of any individually identifiable student information, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
 - Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the individual or legal guardian

has first given consent using a form approved by District that complies with applicable State and Federal law, including the Family Educational Rights and Privacy Act (“FERPA”), and any implementing regulations. District shall reasonably assist the University in obtaining consent in appropriate circumstances;

- In the absence of consent, University students shall use de-identified information only in any discussions about the classroom experience with the University, its employees, or agents;
- Complying with District’s dress code and wearing name badges identifying themselves as University students;
- Attending an orientation to be provided by their University instructors;
- Notifying District immediately of any violation of State or Federal laws by any University student; and
- Providing services to District students only under the direct supervision of the University faculty and/or District’s professional staff.

III. DISTRICT RESPONSIBILITIES

1. Teaching Experience. District shall accept from University the mutually agreed upon capacity, including number of University students and types of field experiences available for the Program, and provide the University’s students with teaching experience during the agreed upon dates and times.
2. Implementation of Program. District agrees to cooperate with and assist in facilitating the Program at District for the benefit of University students.
3. Orientation for University Instructors. District will provide an informational orientation for the University instructors who will oversee students in the Program that shall include information and materials for University instructors to provide to their students during the required student orientation. Information may include hours, parking, dress code, District first aid guidelines, and other terminology specific to the District, school site confidentiality, and community resources.
4. Access to Facilities. District shall permit University students enrolled in the Program access to District facilities as appropriate and necessary for their Program, provided that the University’s students’ presence shall not interfere with District activities.
5. Records and Evaluations. District staff shall provide input on student performance to University as requested. Only University faculty can evaluate University student performance for grading.
6. Withdrawal of Students. District may request that the University withdraw from the program any University student who District determines is not performing

satisfactorily, refuses to follow District's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for District's request. The University shall comply with the written request within five (5) days after receipt.

7. Student Supervision. University students shall train, perform assignments, participate in staff meetings and in-service educational programs at the discretion of their University faculty and/or District designated supervisors. University students are to be regarded as trainees, not employees, and are not to replace District's staff.

IV. STATUS OF UNIVERSITY AND DISTRICT

The parties expressly understand and agree that University students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either the District or the University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits. The University will at its cost provide its students with Workers' Compensation coverage only while its students are paid to participate in District's student teaching program.

The University shall be solely responsible for any payroll taxes, withholdings, Workers' Compensation and any other insurance or benefits of any kind for University employees and agents, if any, who provide services to the Program under this Agreement.

V. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Parties agree that all University students receiving teaching experience pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

VI. INSURANCE

The University is an entity of the State of California and uses a Self-Insurance Program to insure its responsibilities in Workers' Compensation, General Liability, Automobile Liability and Property. The University's insurance programs are described in its Business and Finance Bulletin BUS-81 which can be found at:

<http://policy.ucop.edu/doc/3520505/BFB-BUS-81>

VII. INDEMNIFICATION

The University shall defend, indemnify and hold the District, its Board, officials, officers, employees, volunteers and agents free and harmless from any and all liabilities and damages arising out of or incident to acts, omissions or willful misconduct of the

University, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of the University under this Agreement. The only limitation upon the University's duty to indemnify as set forth herein to the District, its Board, officials, officers, employees, volunteers and agents shall be for the negligence or willful misconduct of the District, its Board, officials, officers, employees, volunteers and agents.

The District agrees to indemnify, defend and hold harmless the University, its officers, agents and employees from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the District in the performance of this Agreement.

VIII. TERM AND TERMINATION

1. Term. This Agreement shall remain in full force and effective for a term of five (5) years beginning December 1, 2021 through November 30, 2026.
2. Termination. This Agreement may be terminated at any time by written agreement or upon 30 days' advance written notice by one party to the other, provided however, that in no event shall termination take effect with respect to currently enrolled University students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. COMPENSATION

The University shall pay cooperating teachers a stipend at the completion of the student teaching placement, based on the number of units earned by the student teacher or by a predetermined amount. If a stipend is paid, the University determines the rate, as set forth in Attachment A, and the University will make such payment directly to the District. The District will disburse the stipend through the payroll system. In the event the University terminates the assignment of a student teacher for any reason, the cooperating teacher shall receive payment on account of such student teacher for actual time spent working with the student teacher. If a student teacher is reassigned to another cooperating teacher, this shall be considered for payment purposes as an entirely new and separate assignment.

X. GENERAL PROVISIONS

1. Amendments. This Agreement may be amended only with the mutual consent of the Parties. All amendments must be in writing and approved by the District's governing board and authorized University representative.

2. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party’s prior written consent. Any purported assignment in violation of this paragraph shall be void.

3. Captions. Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

5. Entire Agreement. This Agreement is the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

6. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Notices. Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

TO UNIVERSITY:	TO DISTRICT:
University of California, San Diego 9500 Gilman Drive La Jolla, CA 92093-0070 Attn: Danielle del Rosario, UG Coordinator/Credential Analyst (858) 534-7297 dswenson@ucsd.edu	National School District 1500 “N” Ave National City, CA 91950 Attn: (619) 336-7500 e-mail

XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE SAN DIEGO CAMPUS	NATIONAL SCHOOL DISTRICT
By: _____	By: _____
Name: Chris Halter	Name:
Title: Chair, UCSD Department of Education	Title:
Date:	Date:

APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Education of the National School District on
Date:	Date:

ATTACHMENT A

University Name:

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Rate of Pay for Cooperating Teachers:

The University shall pay a predetermined amount based on the availability of funding. The University shall inform the Cooperating Teacher of the stipend amount at the time of the student teacher assignment and this amount will be specified in the list of individual cooperating teacher payments submitted to the District by the University for disbursement.

Student Teacher Assignment Time Period (specify Hours, Days, Semester, Quarter, etc.):

Each quarter is three months long.

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Accept gifts.**

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

Rationale:

1. \$50 from JoAnn Rossi to Lincoln Acres School for uniforms.
2. Assorted school supplies from International Longshore & Warehouse Union to Lincoln Acres School for student use.
3. Forty-five backpacks, hand sanitizer, and various school supplies from Church of Christ to Ira Harbison School for student use.
4. \$10.23 from Follett School Solutions to El Toyon School for books and supplies.

Quick Summary / Abstract:

- JoAnn Rossi is the mother of Kathy Melanese, principal at Lincoln Acres School.
- International Longshore & Warehouse Union is a local community partner with an interest in supporting local youth.
- Church of Christ is a local community partner with an interest in supporting local youth.
- Follett School Solutions is a community partner who supports schools through a consignment buy-back program.

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:

17. BOARD/CABINET COMMUNICATIONS

Agenda Item: **18. ADJOURNMENT**