



# Governing Board Agenda

**November 18, 2020**

## **Welcome**

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

## **Our Governance Team**

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

### **Barbara Avalos, President**

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

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

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

### **Leighangela Brady, Secretary**

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

### **Brian Clapper, Clerk**

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

### **Maria Dalla, Member**

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

### **Alma Sarmiento, Member**

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

## **This meeting may be recorded**

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

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

## Speaking to the Board

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

## Compliance with Americans with Disabilities Act

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

## Translation Services

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

## Equal Opportunity Employer

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



**NATIONAL  
SCHOOL DISTRICT**

**CORE VALUES**



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

**VISION**

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



**MISSION**

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





## REGULAR MEETING OF THE GOVERNING BOARD

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

<https://meet.google.com/kki-xoav-gxe>

To listen to the meeting, please call (US) +1 413-752-4522 PIN: 337 802 834#

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

<https://stream.meet.google.com/stream/b58d5cbd-618d-4e2b-a17d-aec88f9976c8>

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

Wednesday, November 18, 2020

Open Session -- 6:00 p.m.

### NOTICE

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

### AGENDA

If you wish to speak to the Governing Board, comments will be accepted in writing only. You may submit your comment to [public-comment@nsd.us](mailto:public-comment@nsd.us) no later than 12:00 p.m. Wednesday, November 18, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, November 18, 2020 at (619) 336-7700.

**NATIONAL SCHOOL DISTRICT**

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

*Creating Successful Learners... Now*

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. INFORMATION**

**4.A.** Closed Session action from the November 14, 2020 Special Board Meeting.

Barbara Avalos,  
Board President

**5. PUBLIC COMMUNICATIONS**

Barbara Avalos,  
Board President

Public communication provides the public with an opportunity to address The Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: “If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to [public-comment@nsd.us](mailto:public-comment@nsd.us) no later than 12:00 p.m. Wednesday, November 18, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent’s office by 12:00 p.m. Wednesday, November 18, 2020 at (619) 336-7700. No Board action can be taken.

**6. AGENDA**

**6.A.** Accept Agenda.

Barbara Avalos,  
Board President

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

Barbara Avalos,  
Board President

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

**7.A.** Minutes

**7.A.I.** Approve the minutes of the Regular Board Meeting held on October 28, 2020.

Dr. Leighangela  
Brady, Superintendent

<p><b>7.A.II.</b> Approve the minutes of the Special Board Meeting held on November 4, 2020.</p>	<p>Dr. Leighangela Brady, Superintendent</p>
<p><b>7.B.</b> Administration - None</p>	<p>Dr. Leighangela Brady, Superintendent</p>
<p><b>7.C.</b> Human Resources</p>	
<p><b>7.C.I.</b> Ratify/approve recommended actions in personnel activity list.</p>	<p>Dr. Leticia Hernandez, Assistant Superintendent, Human Resources</p>
<p><b>7.C.II.</b> Accept the employee resignations/retirements.</p>	<p>Dr. Leticia Hernandez, Assistant Superintendent, Human Resources</p>
<p><b>7.D.</b> Educational Services</p>	
<p><b>7.D.I.</b> Amend contract #CT3312 Non-Public School Master Contract with Stein Education Center for the 2020-2021 school year.</p>	<p>Dr. Sharmila Kraft, Assistant Superintendent, Educational Services</p>
<p><b>7.D.II.</b> Amend contract #CT3550 Non-Public School Master Contract with San Diego Center for Children Academy the 2020-2021 school year.</p>	<p>Dr. Sharmila Kraft, Assistant Superintendent, Educational Services</p>
<p><b>7.D.III.</b> Amend contract #CT3636 Non-Public School Master Contract with Aeltine School for the 2020-2021 school year.</p>	<p>Dr. Sharmila Kraft, Assistant Superintendent, Educational Services</p>
<p><b>7.D.IV.</b> Amend contract #CT3675 Non-Public School Master Contract with Banyan Tree Educational Services for the 2020-2021 school year.</p>	<p>Dr. Sharmila Kraft, Assistant Superintendent, Educational Services</p>
<p><b>7.E.</b> Business Services</p>	
<p><b>7.E.I.</b> Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.</p>	<p>Dr. Lisbeth Johnson, Interim Assistant Superintendent, Business Services</p>
<p><b>8. GENERAL FUNCTIONS</b></p>	
<p><b>8.A.</b> Updates and discussion on the Coronavirus (COVID-19) pandemic.</p>	<p>Dr. Leighangela Brady, Superintendent</p>
<p><b>8.B.</b> Set date, time and place of the Governing Board annual organizational meeting as December 15, 2020, at 6:00 p.m.</p>	<p>Dr. Leighangela Brady, Superintendent</p>

**8.C.** Nominate candidates as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17.

Dr. Leighangela Brady, Superintendent

## 9. POLICIES, REGULATIONS, BYLAWS

**9.A.** Adopt Board Policies, Administrative Regulations and Exhibits as listed on attached maintenance service checklist.

Dr. Leighangela Brady, Superintendent

## 10. EDUCATIONAL SERVICES

**10.A.** Report by Integrity Charter School on 2019-2020 academic achievement and goals for 2020-2021.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**10.B.** Amend Individual Service Agreement #CT3703 with Stein Education Services for student #3712441 for a change in the number of instructional days from 20 to 27 days during the 2020-2021 extended school year (ESY) program.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**10.C.** Approve application for National School District to apply for the California Code of Regulations Title 5, Section 3043(d) waiver.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**10.D.** Approve contract #CT3738 with San Diego County Superintendent of Schools (SDCSS) for the Neighborhood Reinvestment Grant to fund the Foster Focus Information Program.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**10.E.** Approve contract #CT3778 with Academic Cognitive Connections for an Independent Education Evaluation (IEE) for student #3708523.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**10.F.** Approve contract #CT3780 with Banyan Tree Educational Services to provide specialized academic instructional services for student #3709544.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**10.G.** Approve contract #CT3781 with San Diego County Office of Education (SDCOE) for the Science Outreach Program - Field Trip Agreement for the 2020-2021 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**10.H.** Approve contract #CT3783 with BCK Programs, LLC for a composting educational program at Palmer Way School for the 2020-2021 school year.

Dr. Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**11. HUMAN RESOURCES – None**

Dr. Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**12. BUSINESS SERVICES**

**12.A.** Amend contract #CT3414 with Currier and Hudson, APC for legal services.

Dr. Lisbeth Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**12.B.** Approve consultant contract #CT3777 with A-B-CPR to provide First-Aid and CPR training for School Bus Drivers, Van Drivers, Transportation Student Attendants and additional Transportation Department personnel.

Dr. Lisbeth Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**12.C.** Adopt Resolution #20-21.25 authorizing National School District to participate in the California Network and Telecommunications (CALNET) program for the purchase of communication and network services, materials, equipment, and supplies.

Dr. Lisbeth Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**12.D.** Approve agreement with Government Financial Strategies to Serve as Municipal Advisor to National School District on the San Diego County TRANS Series 2020-21B.

Dr. Lisbeth Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**12.E.** Authorize the Interim Assistant Superintendent of Business Services to advertise for Bid #20-21-194 Roofing Repair and Replacement in order to repair roofs on relocatable classrooms to prevent future roof leakage.

Dr. Lisbeth Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**12.F.** Authorize the Interim Assistant Superintendent of Business Services to advertise for Bid #20-21-195 HVAC Wall-Unit Replacements on Modular Buildings to remove and replace HVAC units in these relocatable classrooms.

Dr. Lisbeth Johnson,  
Interim Assistant  
Superintendent,  
Business Services

**13. BOARD/CABINET COMMUNICATIONS**

**14. ADJOURNMENT**

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

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

Agenda Item: **3. ROLL CALL**

Quick Summary /  
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Lisbeth Johnson, Interim Assistant Superintendent-Business Services

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services



Agenda Item: **4. INFORMATION**

Agenda Item: **4.A. Closed Session action from the November 14, 2020 Special Board Meeting.**

Speaker: Barbara Avalos, Board President

Quick Summary /  
Abstract: At the Closed Session on November 4, 2020 the Governing Board voted unanimously to approve a compromise agreement and release in OAH Case No. 2020070088. The agreement includes funds for special education services in exchange for a waiver of claims against the District.

At the Closed Session on November 4, 2020 the Governing Board voted unanimously to approve settlement agreement for Case No.37-2019-00013577-CU-OE-CTL.

Agenda Item: **5. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: “If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to [public-comment@nsd.us](mailto:public-comment@nsd.us) no later than 12:00 p.m. Wednesday, November 18, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent’s office by 12:00 p.m. Wednesday, November 18, 2020 at (619) 336-7700. No Board action can be taken.

Agenda Item: **6. AGENDA**

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

Speaker: Barbara Avalos, Board President

Recommended  
Motion: Accept Agenda

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

Speaker: Barbara Avalos, Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **7.A.I. Approve the minutes of the Regular Board Meeting held on October 28, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Board Minutes-10/28/20

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

October 28, 2020

6:00 PM

Virtual

*The public video recording is not available due to hackers and inappropriate content not authorized by National School District.*

**1. CALL TO ORDER**

Board President, Barbara Avalos, called the meeting to order at 6:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 6:01 p.m.:**

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

**4. PRESENTATIONS**

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

El Toyon teachers, Kimberly Carnagey, Jerie La Roche and principal, Mr. Vine gave a presentation on experiences with Schoology from the teacher and student perspective.

**5. PUBLIC COMMUNICATIONS**

None

## **6. AGENDA**

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

Per staff request, change items 7.D.II., 7.D.III., 7.D.IV. from ratify to amend.

**Motion Passed:** Following discussion, acceptance of Agenda with the change in items 7.D.II., 7.D.III., 7.D.IV. from ratify to amend passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

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

**Motion Passed:** Following discussion, approval of Consent Calendar passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

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

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

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

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

### **7.B. Administration**

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

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

### **7.C. Human Resources**

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

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

## **7.D. Educational Services**

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

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

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

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

## **7.E. Business Services**

## **8. GENERAL FUNCTIONS**

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

Maribel Burow, Instructional Assistant, submitted comment regarding the pending reopening of schools.

Alyssa Ramirez-Barbosa, Parent, submitted comment regarding the pending reopening of schools.

Jean Howard and Lynn Carswell, Teachers, Central, submitted comment regarding the pending reopening of schools.

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

## **9. EDUCATIONAL SERVICES**

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

Dr. Kraft gave a presentation on the fall 2020 iReady English language arts and mathematics diagnostic performance for first through sixth grade.



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

**Motion Passed:** Following discussion, approval of recommendations for the Learning Continuity and Attendance Plan passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

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

**10. HUMAN RESOURCES**

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

**Motion Passed:** Ratification of employment contract #CT3775 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

**11. BUSINESS SERVICES**

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

**Motion Passed:** Approval of contract #CT3776 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

**11.B. Accept gifts.**

**Motion Passed:** Following discussion, acceptance of gifts passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

## **12. BOARD WORKSHOP**

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

Due to the high quantity of policies to review, Board members conducted a workshop to discuss suggestions in more detail.

Policy changes were suggested for the following policies:

- Board Policy 3555 - Nutrition Program Compliance

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

Ms. Sarmiento made specific requests for printed Board agendas.

Ms. Betancourt-Castañeda thanked everyone who participated in the meeting, especially the students and teacher presenters. She thanked Mr. Sanchez, Principal, Central School, for the site tour. She shared she was able to visit several schools and classrooms. She wished Mr. Michael Dalla, City Clerk, a happy belated birthday.

Ms. Dalla wished a happy belated birthday to Ms. Betancourt-Castañeda. She thanked all the presenters, especially the students. She wished everyone a good night and to keep safe.

Mr. Clapper wished a happy belated birthday to Ms. Betancourt-Castañeda. He shared that he visited several schools and was able to watch distance learning in action. He congratulated Ms. La Roche, Ms. Carnegey and Mr. Cokkinis for their work with distance learning. He thanked Dr. Brady for making time to tour school sites with him. He wished everyone a good evening and a nice weekend.

Dr. Hernandez wished a happy belated birthday to Ms. Betancourt-Castañeda. She thanked Ms. La Roche and Ms. Carnegey for their presentation and the opportunity to have students participate. She wished everyone a good night.

Dr. Kraft wished a happy belated birthday to Ms. Betancourt-Castañeda and Mr. Michael Dalla. She thanked Ms. La Roche, Ms. Carnegey, Mr. Vine and the students for their presentation. She wished everyone a good weekend.

Dr. Brady wished a happy belated birthday to Ms. Betancourt-Castañeda and Mr. Michael Dalla. She expressed concern for the disruptions and inappropriate content by at the beginning of the meeting. She thanked Ms. La Roche, Ms. Carnegey, Mr. Vine and students for their presentation. She thanked the Governing Board for putting safety first and continued emphasis on student achievement.

Ms. Avalos thanked Ms. La Roche, Ms. Carnegey and students for their presentation. She thanked everyone who joined the meeting this evening. She inquired about school yearbooks and what the status is with deliveries. She thanked Dr. Kraft and Dr. Brady for the COVID-19 updates. She apologized for her technical difficulties this evening. She wished a happy belated birthday to Ms. Betancourt-Castañeda and Mr. Michael Dalla. She wished everyone a good evening and a nice weekend.

#### **14. ADJOURNMENT**

Board President, Barbara Avalos, adjourned the meeting at 8:30 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **7.A.II. Approve the minutes of the Special Board Meeting held on November 4, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Minutes- 11/04/20

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

November 04, 2020  
4:30 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

Board President, Barbara Avalos called the meeting to order at 4:30 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 4:31 p.m.:**

Present:

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

Board President, Barbara Avalos took roll call

**4. PUBLIC COMMUNICATIONS**

None

**5. ADJOURN TO CLOSED SESSION**

**6. CLOSED SESSION - 4:30 P.M.**

Closed session was held from 4:30 p.m. to 7:10 p.m.

**7. ADJOURNMENT**

Board President, Barbara Avalos, announced that in Closed Session the Governing Board voted unanimously to approve a compromise agreement and release in OAH Case No. 2020070088. The agreement includes funds for special education services in exchange for a waiver of claims against the District.

Board President, Barbara Avalos, announced that in Closed Session the Governing Board voted unanimously to approve settlement agreement for Case No.37-2019-00013577-CU-OE-CTL.

Closed session was adjourned at 7:10 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: None

Agenda Item: **7.C. Human Resources**

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

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

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

Financial Impact: See staff recommendations table.

Attachments:  
Staff Recommendations



**CERTIFICATED STAFF RECOMMENDATIONS**  
**November 18, 2020**

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

None				
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**Temporary Employment**

1. Rudy Constantino	Impact Teacher 4 hours per day Not to exceed 130 days per year Central School	November 19, 2020 to June 9, 2021	Daily Impact Teacher Rate of \$164.47	School Site Funds
2. Jodene Devan	Impact Teacher 4 hours per day Not to exceed 130 days per year El Toyon School	November 19, 2020 to June 9, 2021	Daily Impact Teacher Rate of \$164.47	School Site Funds
3. Leslie Paciski	Impact Teacher 4 hours per day Not to exceed 130 days per year Ira Harbison School	November 19, 2020 to June 9, 2021	Daily Impact Teacher Rate of \$164.47	School Site Funds
4. Rosy Xiong	Impact Teacher 4 hours per day Not to exceed 130 days per year Olivewood School	November 19, 2020 to June 9, 2021	Daily Impact Teacher Rate of \$164.47	School Site Funds

**Additional Duties**

None				
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**Contract Extension/Change**

None				
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**Leave of Absence**

5. Kathryn Giffin	Teacher Rancho de la Nación School	November 13, 2020 to June 9, 2021	Unpaid leave of absence	
6. Thao Vo Cao	Teacher Palmer Way School	November 13, 2020 to January 4, 2021	Unpaid leave of absence	

**CLASSIFIED STAFF RECOMMENDATIONS**

November 18, 2020

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

7. Ileana Malfavon	Instructional Assistant Special Education Roving 6 hours per day 210 days per year District Office	November 20, 2020	Range 16, Step 1	General Fund
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**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**

8. Guadalupe Cortes	Child Nutrition Services Assistant	November 9, 2020 to June 9, 2021	Unpaid leave of absence	
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Agenda Item: **7.C.II. Accept the employee resignations/retirements.**

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

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

Attachments:  
Resignations/Retirements

<b>Resignations 11/18/20</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
None			

<b>Retirements 11/18/20</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Richard Bermudez, Sr.	Classroom Teacher	Palmer Way School	June 9, 2021
Tracey Bristow	Preschool Teacher	Palmer Way School	June 9, 2021
Sarah Collins	Classroom Teacher	Palmer Way School	June 9, 2021
Patricia Duran	Classroom Teacher	El Toyon School	June 9, 2021
Alma Garro De Knox	Classroom Teacher	Kimball School	June 9, 2021
Diana Herrera-Ortiz	Classroom Teacher	Olivewood School	June 9, 2021
Helen Jazo	Classroom Teacher	Olivewood School	June 9, 2021
Myrna Kahle	Classroom Teacher	Las Palmas School	June 9, 2021
Paula Marden	Classroom Teacher	Las Palmas School	June 9, 2021
Adriana Medigovich	Classroom Teacher	Olivewood School	June 9, 2021
Jeanette Pearson	Preschool Teacher	Central School	June 9, 2021
Elma Porras	Classroom Teacher	John Otis School	June 9, 2021
Ernestina Ramos	Classroom Teacher	Palmer Way School	June 9, 2021
Maria Saldares	Classroom Teacher	Rancho de la Nación School	June 9, 2021
Guadalupe Verdugo	Classroom Teacher	John Otis School	June 9, 2021

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

Agenda Item: **7.D.I. Amend contract #CT3312 Non-Public School Master Contract with Stein Education Center for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval to amend #CT3312 will allow the current Master Contract to reflect updated COVID-19 Federal, State, and local health emergency orders and regulations, and ensures that special education and related services provided are consistent with State and Federal guidance.

Comments: The Amendment with Stein Education Center shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning.

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

Attachments:  
CT3312

**COVID-19 RELATED AMENDMENT TO  
2020-2021 NONPUBLIC SCHOOL MASTER CONTRACT**

This Amendment to the 2020-2021 San Diego County Nonpublic Master Contract ("Amendment"), is made and entered into this 18 day of November, 2020, by and between the National School District \_\_\_\_\_ ("Local Education Agency" or "LEA") and the Nonpublic School Stein Education Center \_\_\_\_\_ ("Contractor") (together, "Parties") as follows:

**RECITALS**

WHEREAS, the Parties executed the 2020-2021 San Diego County Nonpublic Master Contract ("Contract") for the purpose of LEA and Contractor being able to provide special education and related services to individuals with exceptional needs through their Individualized Education Programs, as required by Education Code section 56365 et seq.; and

WHEREAS, uncertainty continues such that funding and expectations for attendance and learning are governed by budget bills, such as Senate Bill 98 and pending revisions, that govern expectations for attendance and learning for 2020-2021 school year, as well as funding; and

WHEREAS, Contractor is both willing and able to provide the special education and related services contemplated by the Master Contract, on behalf of LEAs, in keeping with federal, state, and local public health regulations, orders, and guidance in response to COVID-19; and

WHEREAS, the Parties desire to agree to amendments for the 2020-2021 school year or until COVID-19 restrictions cease, whichever occurs sooner, and desire to amend the Master Contract to account for COVID-19 Federal, State, and local health emergency orders and regulations, and ensure that special education and related services provided by Contractor's schools on behalf of LEAs are consistent with State and Federal guidance; and

WHEREAS, the San Diego County Special Education Local Plan Area ("SELPA") Directors and the County Director of Special Education approve this Amendment, as required by Paragraph 1.3 of the Contract, to which the SELPAs are not a party;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to the Contract.
  - a. Amendment. The following provisions shall apply during 2020-2021 school year, or until distance learning is no longer required, whichever occurs first:
    - i. Contractor shall submit to the LEA for approval, a plan for the provision of remote and/or distance learning educational services to pupils who will receive special education and/or related services provided by the Contractor ("Distance Learning Plan"). The LEA shall not withhold approval of the Distance Learning Plan if it reasonably meets the requirements set forth below and may base approval on applicable State law and/or State or Federal guidance. Invoices of the

distance learning activities conducted in good faith and in accordance with its Distance Learning Plan by Contractor from July 1, 2020, to the date of this Amendment's adoption shall be accepted by LEA for payment.

- ii. Contractor will provide education program in compliance with Education Code, as amended to address pandemic restrictions for schools, during the 2020-2021 school year. Contractor will stay informed on all requirements of law, including Senate Bill 98 requirements, summarized as follows:
  1. Confirmation of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work during any required distance learning; report to LEA within 24 hours of any pupil who does not have connectivity or a device or both;
  2. Content provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
  3. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support;
  4. Special education, related services, and any other services to include accommodations necessary to ensure that each pupil's individualized education program can be executed in a distance learning environment;
  5. Daily live interaction with qualified staff for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders, and, to the extent feasible, shall include the pupil's peers. Anytime daily live interaction is not feasible as part of regular instruction, Contractor will communicate with the LEA to amend or revise Distance Learning Plan if alternative plans are required. The Parties acknowledge the importance of frequent communication if alternative planning becomes necessary to ensure continuity of learning during distance learning;
  6. Written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary and, when feasible, transitioning the pupil to full-time in-person instruction, as well as notification to the LEA of the steps taken; and
  7. Regular communications with parents and guardians and the LEA regarding a pupil's academic progress, including when live interaction is not feasible.

- iii. In lieu of regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), during any period of distance learning the Contractor shall submit to the LEA a work plan and detailed service logs documenting daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided in accordance with the Distance Learning Plan. In addition, a weekly engagement record shall be completed for each pupil that documents each student's daily participation in synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, tracking documents, and the completion of assignments. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between Contractor's employees and pupils or parents or guardians. The detailed service logs shall indicate that a pupil who, on a given day, does not participate in any of the activities specified in Contractor's Distance Learning Plan. The Contractor may comply with this paragraph by using templates prepared by CDE for this purpose.
- iv. The LEA shall make payment to the Contractor for those days in which education and services identified in Contractor's Distance Learning Plan were actually provided by the Contractor, as documented by detailed service logs, and as set forth in the Master Contract.

b. The Amendment shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning. The Parties acknowledge and agree they have reviewed and will stay current on amendments to the Education Code made for the 2020-2021 school year, and affirm importance of as much in person, classroom-based instruction, as long as in compliance with health and safety requirements. The Parties agree to communicate to determine when any in person instruction or services may be provided, such that the LEAs may have sufficient notice to arrange for transportation required as a related service.

## 2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Contract, the provisions of this Amendment shall control.

This Amendment, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date set forth above.



\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Signature  
Name and Title:  
Nonpublic School:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Signature  
Name and Title:  
LEA:

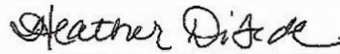
\_\_\_\_\_  
Date

\_\_\_\_\_  
LEA Board Approval

Approved by SELPA Directors:


10/08/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Heather DiFede  
Executive Director, East County SELPA

10/8/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rebecca Nobriga  
Executive Director, North Coastal  
Consortium for Special Education SELPA

10/08/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jaime Tate-Symons  
Senior Director, North Inland Special  
Education SELPA

10 8 20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Russell Coronado  
Executive Director, South County SELPA

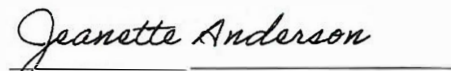
10/8/2020

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Edward Baisley  
Director, San Diego Unified School District  
SELPA

10/9/20

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeanette Anderson  
Director, Poway Unified School District  
SELPA

Agenda Item: **7.D.II. Amend contract #CT3550 Non-Public School Master Contract with San Diego Center for Children Academy the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval to amend #CT3550 will allow the current Master Contract to reflect updated COVID-19 Federal, State, and local health emergency orders and regulations, and ensures that special education and related services provided are consistent with State and Federal guidance.

Comments: The Amendment with San Diego Center for Children Academy shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning.

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

Attachments:  
CT3550

**COVID-19 RELATED AMENDMENT TO  
2020-2021 NONPUBLIC SCHOOL MASTER CONTRACT**

This Amendment to the 2020-2021 San Diego County Nonpublic Master Contract ("Amendment"), is made and entered into this 18 day of November, 2020, by and between the National School District \_\_\_\_\_ ("Local Education Agency" or "LEA") and the Nonpublic School San Diego Center for Children \_\_\_\_\_ ("Contractor") (together, "Parties") as follows:

**RECITALS**

WHEREAS, the Parties executed the 2020-2021 San Diego County Nonpublic Master Contract ("Contract") for the purpose of LEA and Contractor being able to provide special education and related services to individuals with exceptional needs through their Individualized Education Programs, as required by Education Code section 56365 et seq.; and

WHEREAS, uncertainty continues such that funding and expectations for attendance and learning are governed by budget bills, such as Senate Bill 98 and pending revisions, that govern expectations for attendance and learning for 2020-2021 school year, as well as funding; and

WHEREAS, Contractor is both willing and able to provide the special education and related services contemplated by the Master Contract, on behalf of LEAs, in keeping with federal, state, and local public health regulations, orders, and guidance in response to COVID-19; and

WHEREAS, the Parties desire to agree to amendments for the 2020-2021 school year or until COVID-19 restrictions cease, whichever occurs sooner, and desire to amend the Master Contract to account for COVID-19 Federal, State, and local health emergency orders and regulations, and ensure that special education and related services provided by Contractor's schools on behalf of LEAs are consistent with State and Federal guidance; and

WHEREAS, the San Diego County Special Education Local Plan Area ("SELPA") Directors and the County Director of Special Education approve this Amendment, as required by Paragraph 1.3 of the Contract, to which the SELPAs are not a party;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to the Contract.
  - a. Amendment. The following provisions shall apply during 2020-2021 school year, or until distance learning is no longer required, whichever occurs first:
    - i. Contractor shall submit to the LEA for approval, a plan for the provision of remote and/or distance learning educational services to pupils who will receive special education and/or related services provided by the Contractor ("Distance Learning Plan"). The LEA shall not withhold approval of the Distance Learning Plan if it reasonably meets the requirements set forth below and may base approval on applicable State law and/or State or Federal guidance. Invoices of the

distance learning activities conducted in good faith and in accordance with its Distance Learning Plan by Contractor from July 1, 2020, to the date of this Amendment's adoption shall be accepted by LEA for payment.

- ii. Contractor will provide education program in compliance with Education Code, as amended to address pandemic restrictions for schools, during the 2020-2021 school year. Contractor will stay informed on all requirements of law, including Senate Bill 98 requirements, summarized as follows:
  1. Confirmation of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work during any required distance learning; report to LEA within 24 hours of any pupil who does not have connectivity or a device or both;
  2. Content provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
  3. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support;
  4. Special education, related services, and any other services to include accommodations necessary to ensure that each pupil's individualized education program can be executed in a distance learning environment;
  5. Daily live interaction with qualified staff for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders, and, to the extent feasible, shall include the pupil's peers. Anytime daily live interaction is not feasible as part of regular instruction, Contractor will communicate with the LEA to amend or revise Distance Learning Plan if alternative plans are required. The Parties acknowledge the importance of frequent communication if alternative planning becomes necessary to ensure continuity of learning during distance learning;
  6. Written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary and, when feasible, transitioning the pupil to full-time in-person instruction, as well as notification to the LEA of the steps taken; and
  7. Regular communications with parents and guardians and the LEA regarding a pupil's academic progress, including when live interaction is not feasible.

- iii. In lieu of regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), during any period of distance learning the Contractor shall submit to the LEA a work plan and detailed service logs documenting daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided in accordance with the Distance Learning Plan. In addition, a weekly engagement record shall be completed for each pupil that documents each student's daily participation in synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, tracking documents, and the completion of assignments. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between Contractor's employees and pupils or parents or guardians. The detailed service logs shall indicate that a pupil who, on a given day, does not participate in any of the activities specified in Contractor's Distance Learning Plan. The Contractor may comply with this paragraph by using templates prepared by CDE for this purpose.
- iv. The LEA shall make payment to the Contractor for those days in which education and services identified in Contractor's Distance Learning Plan were actually provided by the Contractor, as documented by detailed service logs, and as set forth in the Master Contract.

b. The Amendment shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning. The Parties acknowledge and agree they have reviewed and will stay current on amendments to the Education Code made for the 2020-2021 school year, and affirm importance of as much in person, classroom-based instruction, as long as in compliance with health and safety requirements. The Parties agree to communicate to determine when any in person instruction or services may be provided, such that the LEAs may have sufficient notice to arrange for transportation required as a related service.

## 2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Contract, the provisions of this Amendment shall control.

This Amendment, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date set forth above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Signature  
Name and Title:  
Nonpublic School:

\_\_\_\_\_  
Date

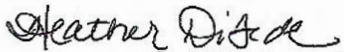
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Authorized Representative Signature  
Name and Title:  
LEA:

\_\_\_\_\_  
Date

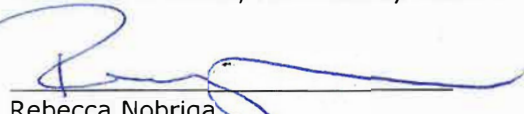
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LEA Board Approval

Approved by SELPA Directors:


10/08/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Heather DiFede  
Executive Director, East County SELPA


10/8/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rebecca Nobriga  
Executive Director, North Coastal  
Consortium for Special Education SELPA

10/08/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jaime Tate-Symons  
Senior Director, North Inland Special  
Education SELPA

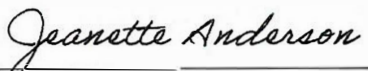
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Date

  
\_\_\_\_\_  
Russell Coronado  
Executive Director, South County SELPA

10/8/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Edward Baisley  
Director, San Diego Unified School District  
SELPA

10/9/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeanette Anderson  
Director, Poway Unified School District  
SELPA

Agenda Item: **7.D.III. Amend contract #CT3636 Non-Public School Master Contract with Aseltine School for the 2020-2021 school year.**

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

Quick Summary / Abstract: This amendment to the Master Contract accounts for COVID-19 Federal, State, and local health emergency orders and regulations, and ensures that special education and related services provided are consistent with State and Federal guidance.

Comments: The Amendment with Aseltine shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning.

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

Attachments:  
CT3636

**COVID-19 RELATED AMENDMENT TO  
2020-2021 NONPUBLIC SCHOOL MASTER CONTRACT**

This Amendment to the 2020-2021 San Diego County Nonpublic Master Contract ("Amendment"), is made and entered into this 18 day of November, 2020, by and between the National School District \_\_\_\_\_ ("Local Education Agency" or "LEA") and the Nonpublic School Asestine School \_\_\_\_\_ ("Contractor") (together, "Parties") as follows:

**RECITALS**

WHEREAS, the Parties executed the 2020-2021 San Diego County Nonpublic Master Contract ("Contract") for the purpose of LEA and Contractor being able to provide special education and related services to individuals with exceptional needs through their Individualized Education Programs, as required by Education Code section 56365 et seq.; and

WHEREAS, uncertainty continues such that funding and expectations for attendance and learning are governed by budget bills, such as Senate Bill 98 and pending revisions, that govern expectations for attendance and learning for 2020-2021 school year, as well as funding; and

WHEREAS, Contractor is both willing and able to provide the special education and related services contemplated by the Master Contract, on behalf of LEAs, in keeping with federal, state, and local public health regulations, orders, and guidance in response to COVID-19; and

WHEREAS, the Parties desire to agree to amendments for the 2020-2021 school year or until COVID-19 restrictions cease, whichever occurs sooner, and desire to amend the Master Contract to account for COVID-19 Federal, State, and local health emergency orders and regulations, and ensure that special education and related services provided by Contractor's schools on behalf of LEAs are consistent with State and Federal guidance; and

WHEREAS, the San Diego County Special Education Local Plan Area ("SELPA") Directors and the County Director of Special Education approve this Amendment, as required by Paragraph 1.3 of the Contract, to which the SELPAs are not a party;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to the Contract.

- a. Amendment. The following provisions shall apply during 2020-2021 school year, or until distance learning is no longer required, whichever occurs first:
  - i. Contractor shall submit to the LEA for approval, a plan for the provision of remote and/or distance learning educational services to pupils who will receive special education and/or related services provided by the Contractor ("Distance Learning Plan"). The LEA shall not withhold approval of the Distance Learning Plan if it reasonably meets the requirements set forth below and may base approval on applicable State law and/or State or Federal guidance. Invoices of the



distance learning activities conducted in good faith and in accordance with its Distance Learning Plan by Contractor from July 1, 2020, to the date of this Amendment's adoption shall be accepted by LEA for payment.

- ii. Contractor will provide education program in compliance with Education Code, as amended to address pandemic restrictions for schools, during the 2020-2021 school year. Contractor will stay informed on all requirements of law, including Senate Bill 98 requirements, summarized as follows:
  1. Confirmation of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work during any required distance learning; report to LEA within 24 hours of any pupil who does not have connectivity or a device or both;
  2. Content provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
  3. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support;
  4. Special education, related services, and any other services to include accommodations necessary to ensure that each pupil's individualized education program can be executed in a distance learning environment;
  5. Daily live interaction with qualified staff for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders, and, to the extent feasible, shall include the pupil's peers. Anytime daily live interaction is not feasible as part of regular instruction, Contractor will communicate with the LEA to amend or revise Distance Learning Plan if alternative plans are required. The Parties acknowledge the importance of frequent communication if alternative planning becomes necessary to ensure continuity of learning during distance learning;
  6. Written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary and, when feasible, transitioning the pupil to full-time in-person instruction, as well as notification to the LEA of the steps taken; and
  7. Regular communications with parents and guardians and the LEA regarding a pupil's academic progress, including when live interaction is not feasible.

- iii. In lieu of regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), during any period of distance learning the Contractor shall submit to the LEA a work plan and detailed service logs documenting daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided in accordance with the Distance Learning Plan. In addition, a weekly engagement record shall be completed for each pupil that documents each student's daily participation in synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, tracking documents, and the completion of assignments. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between Contractor's employees and pupils or parents or guardians. The detailed service logs shall indicate that a pupil who, on a given day, does not participate in any of the activities specified in Contractor's Distance Learning Plan. The Contractor may comply with this paragraph by using templates prepared by CDE for this purpose.
- iv. The LEA shall make payment to the Contractor for those days in which education and services identified in Contractor's Distance Learning Plan were actually provided by the Contractor, as documented by detailed service logs, and as set forth in the Master Contract.

b. The Amendment shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning. The Parties acknowledge and agree they have reviewed and will stay current on amendments to the Education Code made for the 2020-2021 school year, and affirm importance of as much in person, classroom-based instruction, as long as in compliance with health and safety requirements. The Parties agree to communicate to determine when any in person instruction or services may be provided, such that the LEAs may have sufficient notice to arrange for transportation required as a related service.

## 2. Provisions of the Contract Reaffirmed.

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IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date set forth above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Signature  
Name and Title:  
Nonpublic School:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Signature  
Name and Title:  
LEA:

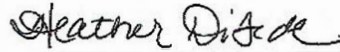
\_\_\_\_\_  
Date

\_\_\_\_\_  
LEA Board Approval

Approved by SELPA Directors:

10/08/2020

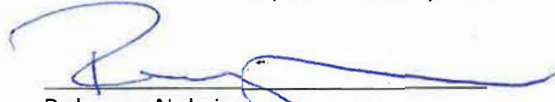
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Date



\_\_\_\_\_  
Heather DiFede  
Executive Director, East County SELPA

10/8/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Rebecca Nobriga  
Executive Director, North Coastal  
Consortium for Special Education SELPA

10/08/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jaime Tate-Symons  
Senior Director, North Inland Special  
Education SELPA

10 8 20

\_\_\_\_\_  
Date



\_\_\_\_\_  
Russell Coronado  
Executive Director, South County SELPA

10/8/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Edward Baisley  
Director, San Diego Unified School District  
SELPA

10/9/20

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jeanette Anderson  
Director, Poway Unified School District  
SELPA

Agenda Item: **7.D.IV. Amend contract #CT3675 Non-Public School Master Contract with Banyan Tree Educational Services for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval to amend #CT3675 will allow the current Master Contract to reflect updated COVID-19 Federal, State, and local health emergency orders and regulations, and ensures that special education and related services provided are consistent with State and Federal guidance.

Comments: The Amendment with Banyan Tree shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning.

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

Attachments:  
CT3675

**COVID-19 RELATED AMENDMENT TO  
2020-2021 NONPUBLIC SCHOOL MASTER CONTRACT**

This Amendment to the 2020-2021 San Diego County Nonpublic Master Contract ("Amendment"), is made and entered into this 18 day of November, 2020, by and between the National School District \_\_\_\_\_ ("Local Education Agency" or "LEA") and the Nonpublic School Banyan Tree - Excelsior Academy \_\_\_\_\_ ("Contractor") (together, "Parties") as follows:

**RECITALS**

WHEREAS, the Parties executed the 2020-2021 San Diego County Nonpublic Master Contract ("Contract") for the purpose of LEA and Contractor being able to provide special education and related services to individuals with exceptional needs through their Individualized Education Programs, as required by Education Code section 56365 et seq.; and

WHEREAS, uncertainty continues such that funding and expectations for attendance and learning are governed by budget bills, such as Senate Bill 98 and pending revisions, that govern expectations for attendance and learning for 2020-2021 school year, as well as funding; and

WHEREAS, Contractor is both willing and able to provide the special education and related services contemplated by the Master Contract, on behalf of LEAs, in keeping with federal, state, and local public health regulations, orders, and guidance in response to COVID-19; and

WHEREAS, the Parties desire to agree to amendments for the 2020-2021 school year or until COVID-19 restrictions cease, whichever occurs sooner, and desire to amend the Master Contract to account for COVID-19 Federal, State, and local health emergency orders and regulations, and ensure that special education and related services provided by Contractor's schools on behalf of LEAs are consistent with State and Federal guidance; and

WHEREAS, the San Diego County Special Education Local Plan Area ("SELPA") Directors and the County Director of Special Education approve this Amendment, as required by Paragraph 1.3 of the Contract, to which the SELPAs are not a party;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to the Contract.
  - a. Amendment. The following provisions shall apply during 2020-2021 school year, or until distance learning is no longer required, whichever occurs first:
    - i. Contractor shall submit to the LEA for approval, a plan for the provision of remote and/or distance learning educational services to pupils who will receive special education and/or related services provided by the Contractor ("Distance Learning Plan"). The LEA shall not withhold approval of the Distance Learning Plan if it reasonably meets the requirements set forth below and may base approval on applicable State law and/or State or Federal guidance. Invoices of the

distance learning activities conducted in good faith and in accordance with its Distance Learning Plan by Contractor from July 1, 2020, to the date of this Amendment's adoption shall be accepted by LEA for payment.

- ii. Contractor will provide education program in compliance with Education Code, as amended to address pandemic restrictions for schools, during the 2020-2021 school year. Contractor will stay informed on all requirements of law, including Senate Bill 98 requirements, summarized as follows:
  1. Confirmation of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work during any required distance learning; report to LEA within 24 hours of any pupil who does not have connectivity or a device or both;
  2. Content provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
  3. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support;
  4. Special education, related services, and any other services to include accommodations necessary to ensure that each pupil's individualized education program can be executed in a distance learning environment;
  5. Daily live interaction with qualified staff for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders, and, to the extent feasible, shall include the pupil's peers. Anytime daily live interaction is not feasible as part of regular instruction, Contractor will communicate with the LEA to amend or revise Distance Learning Plan if alternative plans are required. The Parties acknowledge the importance of frequent communication if alternative planning becomes necessary to ensure continuity of learning during distance learning;
  6. Written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary and, when feasible, transitioning the pupil to full-time in-person instruction, as well as notification to the LEA of the steps taken; and
  7. Regular communications with parents and guardians and the LEA regarding a pupil's academic progress, including when live interaction is not feasible.

- iii. In lieu of regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), during any period of distance learning the Contractor shall submit to the LEA a work plan and detailed service logs documenting daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided in accordance with the Distance Learning Plan. In addition, a weekly engagement record shall be completed for each pupil that documents each student's daily participation in synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, tracking documents, and the completion of assignments. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between Contractor's employees and pupils or parents or guardians. The detailed service logs shall indicate that a pupil who, on a given day, does not participate in any of the activities specified in Contractor's Distance Learning Plan. The Contractor may comply with this paragraph by using templates prepared by CDE for this purpose.
- iv. The LEA shall make payment to the Contractor for those days in which education and services identified in Contractor's Distance Learning Plan were actually provided by the Contractor, as documented by detailed service logs, and as set forth in the Master Contract.

b. The Amendment shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning. The Parties acknowledge and agree they have reviewed and will stay current on amendments to the Education Code made for the 2020-2021 school year, and affirm importance of as much in person, classroom-based instruction, as long as in compliance with health and safety requirements. The Parties agree to communicate to determine when any in person instruction or services may be provided, such that the LEAs may have sufficient notice to arrange for transportation required as a related service.

## 2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Contract, the provisions of this Amendment shall control.

This Amendment, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date set forth above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Signature  
Name and Title:  
Nonpublic School:

\_\_\_\_\_  
Date

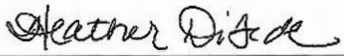
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Authorized Representative Signature  
Name and Title:  
LEA:

\_\_\_\_\_  
Date

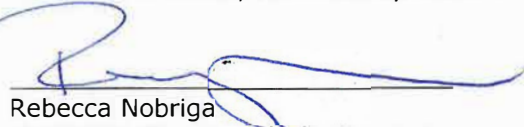
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LEA Board Approval

Approved by SELPA Directors:


10/08/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Heather DiFede  
Executive Director, East County SELPA


10/8/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rebecca Nobriga  
Executive Director, North Coastal  
Consortium for Special Education SELPA

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Date

  
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Jaime Tate-Symons  
Senior Director, North Inland Special  
Education SELPA

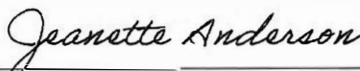
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Date

  
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Russell Coronado  
Executive Director, South County SELPA

10/8/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Edward Baisley  
Director, San Diego Unified School District  
SELPA

10/9/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeanette Anderson  
Director, Poway Unified School District  
SELPA



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

Agenda Item: **7.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

Speaker: Dr. Lisbeth Johnson, Interim Assistant Superintendent, Business Services

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

Attachments:  
Exhibit A

Agenda Item: **8. GENERAL FUNCTIONS**

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

Speaker: Dr. Leighangela Brady, Superintendent

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

Agenda Item: **8.B. Set date, time and place of the Governing Board annual organizational meeting as December 15, 2020, 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 2020 shall be held between December 11 and December 25, 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 15, unless otherwise provided by rule of the Governing Board.

Comments: The Superintendent recommends that the annual organizational meeting be held virtually on December 15, 2020, at 6:00 p.m.

Virtual Meeting Link: <https://meet.google.com/zvq-wmpf-gpy>

Recommended Motion: Set date, time and place of the Governing Board annual organizational meeting as December 15, 2020, at 6:00 p.m.

Agenda Item: **8.C. Nominate candidates as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Nominations for representatives to CSBA's Delegate Assembly are being accepted until January 7, 2021. Voting for nominees will occur in February 2021.

Each year, Governing Boards may nominate their peers to serve as representatives to CSBA's Delegate Assembly. Elected CSBA Delegates serve two-year terms. These nominations are for the 2021-2023 term.

Comments: Region 17, San Diego County, has 11 delegates with expiring terms as shown on attached list.

Before making a nomination, the nominating Board must contact the nominee for permission to place his or her name into nomination. Nominees must serve on a CSBA member board.

Any CSBA member school district is eligible to nominate board members within their geographic region or sub region and each board may nominate as many individuals as it chooses.

Recommended Motion: Nominate candidates as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17.

Attachments:  
CSBA Delegate Vacancies

Region 17, San Diego County, has 11 vacancies as follows:

1. Richard Barrera (San Diego USD)
2. Leslie Bunker (Chula Vista ESD)
3. Andrew Hayes (Lakeside Union SD)
4. Beth Hergesheimer (San Dieguito Union HSD)
5. Christi Knight (Escondido Union HSD)
6. Darshana Patel (Poway USD)
7. Dawn Perfect (Ramona USD)
8. Barbara Ryan (Santee SD)
9. Arturo Solis (Sweetwater Union HSD)
10. Sharon Whitehurst-Payne (San Diego USD)
11. Vacant, 2021

Agenda Item: **9. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **9.A. Adopt Board Policies, Administrative Regulations and Exhibits as listed on attached maintenance service checklist.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: These Board Policies, Administrative Regulations and Exhibits were submitted for a first reading at the October 14, 2020 Board meeting in Exhibit B and discussed by the Governing Board during a Board workshop on October 28, 2020.

Comments: Board approval reflects all Policies, Administrative Regulations, and Exhibits, submitted for first reading at the October 14, 2020, Board meeting, and discussed in a subsequent Board Workshop.

During the workshop, the Board expressed that they would prefer Option #1 to Option #2 for Board Policy 3555 Nutrition Program Compliance. Final edits to policies for adoption can be found in Exhibit B.

Recommended Motion: Adopt Board Policies, Administrative Regulations and Exhibits as listed on attached maintenance service checklist.

Attachments:  
Exhibit B  
Maintenance Service Checklist

**NATIONAL SCHOOL DISTRICT  
Board Policies and Administrative Regulations  
Maintenance Service Checklist-November 2020**

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 0430	Comprehensive Local Plan for Special Education	<b>OPTION 1: <input type="checkbox"/></b> <b>OPTION 2: <input checked="" type="checkbox"/></b> <b>OPTION 3: <input type="checkbox"/></b>	
AR 0430	Comprehensive Local Plan for Special Education		
BP 1340	Access to District Records		
AR 1340	Access to District Records		
BP 3555	Nutrition Program Compliance	<b>OPTION 1: <input checked="" type="checkbox"/></b> <b>OPTION 2: <input type="checkbox"/></b>	
E 3555	Nutrition Program Compliance	<b>NEW EXHIBIT</b>	

Agenda Item: **10. EDUCATIONAL SERVICES**

Agenda Item: **10.A. Report by Integrity Charter School on 2019-2020 academic achievement and goals for 2020-2021.**

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.

Dr. Susan Fahey, Executive Director, Teresa Hart-Sanchez, Assistant Director and Kathryn Culbertson, Instructional Lead/Coach of Integrity Charter will present the report.

Comments: 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.

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



Agenda Item: **10.B. Amend Individual Service Agreement #CT3703 with Stein Education Services for student #3712441 for a change in the number of instructional days from 20 to 27 days during the 2020-2021 extended school year (ESY) program.**

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

Quick Summary / Abstract: Ratification of #CT3703 will reflect a change in the number of days during the 2020-2021 extended school year provided to Student #3712441. This contract reflects a change in the number of extended school year days of service from 20 to 27 days.

As a result there is an increased change of contract cost from \$5,347.60 to \$7,219.26.

Comments: Student #3712441 is in need of a program and services provided in a non-public school setting that is based on the significant needs of the student. Student is in need of more targeted and intensive services, and placement is recommended by the IEP team to receive services at Stein for the 2020-2021 extended school year.

Recommended Motion: Amend Individual Service Agreement #CT3703 with Stein Education Services for student #3712441 for a change in the number of instructional days from 20 to 27 days during the 2020-2021 extended school year (ESY) program.

Financial Impact: Amendment cost: \$1,871.66  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3703

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

**2020-2021**

This agreement is effective on 7/1/20 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) National School District Nonpublic School Stein Education Center

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

Pupil Name [Redacted] [Redacted] Sex:  M  F Grade: [Redacted]  
 (Last) (First) (M.I.)

Address [Redacted] City [Redacted] State/Zip [Redacted]

DOB [Redacted] Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian [Redacted] Phone [Redacted] ( \_\_\_\_\_ ) \_\_\_\_\_  
 (Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ 315 during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ 27 during the extended school year

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

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$267.38  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 27 x Daily Rate \$267.38 = **PROJECTED BASIC EDUCATION COSTS (A)** \$7,219.26

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X			\$102.77	27	\$2,774.79
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)		X			\$21.31		
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X			INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

2020-2021

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

# INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

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

**2020-2021**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency	\$17.86/ Trip & \$17.86/ Aide					As needed	
Bus Passes	\$18.00/ Mth					As needed	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

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

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

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

-CONTRACTOR-

-DISTRICT-

Stein Education Center National School District  
(Name of Nonpublic School) (Name of School District)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date) \_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

Chayo Chavez, Director Leighangela Brady, Ed.D - Superintendent  
(Name and Title) (Name of Superintendent or Authorized Designee)

Agenda Item: **10.C. Approve application for National School District to apply for the California Code of Regulations Title 5, Section 3043(d) waiver.**

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

Quick Summary / Abstract: Approval of this item will allow National School District to apply for the California Code of Regulations Title 5, Section 3043(d) waiver.

Due to a short summer National School District would like the ability to adjust the typical extended school year (ESY)/summer school session from 20 instructional days, four hours each day, for a total of 80 hours of instruction to 15 instructional days, 5.35 hours each day, for a total of 80 hours of instruction.

Only students with Individualized Education Programs (IEP) qualify to participate in ESY. The purpose of the ESY waiver is to support students by maintaining a consistent length of the instructional day and continuity of the student's program.

Comments: California Code of Regulations (CCR), Title 5, Section 3043(d) requires that a District provide extended school year services to a student who has unique needs and requires special education and related services in excess of the regular academic year. CCR, Title 5 Section 3043(d) requires that the program be provided for a minimum of 20 instructional days, typically for four hours each day for a total of 80 hours of instruction.

During the past five years ESY in National School District has been structured at 15 instructional days, 5.35 hours each day, for a total of 80 hours of instruction.

Recommended Motion: Approve application for National School District to apply for the California Code of Regulations Title 5, Section 3043(d) waiver.

Agenda Item: **10.D. Approve contract #CT3738 with San Diego County Superintendent of Schools (SDCSS) for the Neighborhood Reinvestment Grant to fund the Foster Focus Information Program.**

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

Quick Summary / Abstract: Approval of this contract will provide a link between National School District and the Foster Focus Student Information System, a secure web-based system designed specifically to store education records for out-of-home placements.

Comments: In the Fall of 2019-2020, San Diego County of Education (SDCOE) conducted a needs assessment survey regarding students in foster care who are experiencing homelessness to determine how to support the South County districts. Through the leadership of Supervisor Cox, the grant was awarded to six school districts including National School District.

Recommended Motion: Approve contract #CT3738 with San Diego County Superintendent of Schools (SDCSS) for the Neighborhood Reinvestment Grant to fund the Foster Focus Information Program.

Financial Impact: Contract cost: \$0 (first year); \$500 (beginning second year)  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
CT3738

SERVICES AGREEMENT BETWEEN  
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
NATIONAL SCHOOL DISTRICT

This Agreement Is made and entered into by the NATIONAL SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and San Diego County Superintendent of Schools, hereinafter referred to as SDCSS.

1. PURPOSE & SCOPE.

In accordance with the terms of this Agreement, the SDCSS will assist the District in complying with the responsibilities imposed by the state legislature regarding the proper and timely transfer of education records between schools of pupils in foster care and the related state mandated data reporting requirements by linking the District's student information systems to the Sacramento County Office (SCOE) of Education's FOSTER FOCUS data system, (a secure web-based system designed specifically to store education records for wards (placed in out-of-home placement) and dependents of San Diego County) and annually maintaining both linkage and accessibility by authorized users. In turn, District will reimburse Superintendent for related costs.

A. RESPONSIBILITIES UNDER THIS MOU

**SDCSS agrees to undertake the following activities:**

- Conditions precedent to the obligation of SDCSS to successfully establish a link are:  
(i) District must first deliver the required data in the format prescribed by SCOE;  
(ii) validation testing must be completed; and (iii) SCOE must approve, in writing, the installation of District's data.
- FOSTER FOCUS system user training to pertinent District personnel as may be necessary in the judgment of SDCSS. Training may be provided either in person or on-line. Training will be scheduled at a location, date and time that is acceptable to both parties.
- Annual Hosting, Enhancement and Maintenance. SDCSS agrees to exercise reasonable diligence in order to maintain the linkage with the host, FOSTER FOCUS



and authorized users, after the initial link is successfully established, including annually renewing its license with SCOE and assisting in the installation of available enhancements to FOSTER FOCUS.

**DISTRICT shall undertake the following activities:**

- After the initial link has been successfully established, should the District change its information system resulting in the District's data becoming incompatible with the FOSTER FOCUS data specifications, thus terminating the link, District may opt to enter into a new linking agreement with SDCSS on mutually agreeable terms.
- District shall notify SDCSS and SCOE/FOSTER FOCUS if it has not included all the categories of information found in Education Code section 49061 in its definition of Directory Information.
- SCOE's Data-Structure Specifications. The data to be submitted to FOSTER FOCUS for loading must meet the FOSTER FOCUS data structure specifications. Any data submitted for loading which does not meet the data structure specifications required by FOSTER FOCUS must be corrected by the District.
- SCOE's Proprietary Rights in FOSTER FOCUS. Parties agree that FOSTER FOCUS is the property of SCOE and that its value is in part determined by SCOE's ability to limit access to, and use of, FOSTER FOCUS.
- District shall not disclose or make available to any third party any of SCOE's proprietary information, trade secrets and intellectual property to which District and its personnel are granted access pursuant to this Agreement including, without limitation, manuals and instructions for the operation of FOSTER FOCUS, knowledge of operating methods, passwords, user ID, and the name and designations of any equipment comprising the system. District agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority.
- To further protect SCOE's Proprietary Rights in FOSTER FOCUS, District agrees to restrict access to FOSTER FOCUS to only the District's individual authorized users. In addition, District will advise each of its individual authorized users, before he or

she receives access to FOSTER FOCUS, of the District's obligations under this Agreement and shall require each individual authorize user to maintain those obligations.

2. TERM OF AGREEMENT. The Term of Contract shall begin July 1, 2020 and end June 30, 2025.

3. COMPENSATION. The Contract cost shall be

**Year 1**

SDCSS shall use Neighborhood Reinvestment Program funds for the initial linking in the amount of up to \$5,000.00 immediately upon execution of this Agreement to SCOE.

**Year 2 and all subsequent years linking district data**

FOSTER FOCUS and authorized users, after the initial link is successfully established, including annually renewing its license with SCOE and assisting in the installation of available enhancements to FOSTER FOCUS. SDCSS agrees to do so for \$500.00 annually (fiscal year). DISTRICT agrees to pay SDCSS the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

4. TERMINATION.

This Agreement may be cancelled upon mutual written agreement between DISTRICT and SDCSS. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCSS. Term and Early Termination for Convenience. The term of the initial linking portion of this Agreement is one (1) calendar year ending June 30, 2021.

The initial linking portion of the Agreement may not be terminated early, except that SDCSS may terminate this Agreement if SDCSS is unable to successfully link the District. If SDCSS is unable to establish a link, any amounts paid for the service may be refunded only upon the agreement of both SDCSS and SCOE/FOSTER FOCUS. Parties agree that no amounts paid may be refunded if the link was unsuccessful in full or in part due to incompatible data.

The term of the annual maintenance portion of this Agreement is five (5) calendar years. Either party may terminate the annual maintenance portion of this Agreement, for any reason, upon 60 days advance notice given in writing.

#### 6. Confidentiality & Security Obligations.

The data which relates to children in foster care is confidential. Parties will preserve the confidentiality of any information relating to pupil records maintained in the FOSTER FOCUS program by complying with FERPA and corresponding California state law in implementing this Agreement and handling student records.

District shall restrict access to FOSTER FOCUS solely to authorized users. District will require authorized users to sign a confidentiality agreement, acceptable to SDCSS and SCOE/FOSTER FOCUS.

District shall be solely responsible for the security of the user IDs and passwords issued to District. In the case of lost, stolen or inactive user IDs and passwords, District shall notify Superintendent and cooperate with Superintendent's efforts to disable.

In the event of an unauthorized disclosure of a pupil record, FOSTER FOCUS has agreed with SDCSS to send notice to the last known address of the parent, legal guardian, eligible student. However, if the breach is caused by District or District related persons (such as through unauthorized use of FOSTER FOCUS), District shall be responsible for notifying the parent, legal guardian, eligible student.

7. INDEMNIFICATION. Each party hereby agrees to Indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the Indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement

8. TOBACCO-FREE FACILITY. SDCSS Is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCSS property.

9. 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.

10. FINAL APPROVAL. This Agreement Is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

11. 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.

12. CONTACTINFORMATION

SDCSS

Mindy Kukich

6401 Linda Vista Road, San Diego, CA 92111-7399

619-683-9340 x33033

[mkukich@sdcoe.net](mailto:mkukich@sdcoe.net)

DISTRICT

Janna Piper, M.S., CCC-SLP

1400 N Ave, National City, CA 91950

619-336-7748

[jpiper@nsd.us](mailto:jpiper@nsd.us)

13. 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.

IN WITNESS WHERE OF, the parties hereto have executed this agreement.

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

**NATIONAL SCHOOL DISTRICT**

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

Michael Simonson

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

Deputy Superintendent, Chief Business Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Dr. Leighangela Brady

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

Superintendent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Agenda Item: **10.E. Approve contract #CT3778 with Academic Cognitive Connections for an Independent Education Evaluation (IEE) for student #3708523.**

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

Quick Summary / Abstract: Approval of this item will allow student #3708523 to receive an Independent Education Evaluation (IEE) in the area of Psychoeducational.

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

An Independent Education 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 speech and language.

The student's Individualized Education Program (IEP) team, which includes the parents and appropriate school district personnel, will establish

- 1) reasonable learning goals for a child
- 2) services that the school district will provide for the child.

The IEP team will consider the IEE, along with the school based educational assessments, in making decisions regarding the child's educational needs.

The IEP team has carefully considered the request of the parent and at this time the National School District is in agreement with this request.

Recommended Motion: Approve contract #CT3778 with Academic Cognitive Connections for an Independent Education Evaluation (IEE) for student #3708523.

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

Attachments:  
 CT3778

[ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
Fund Res Goal Function Object School

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

## Employee/Contractor Agreement National School District

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

\_\_\_\_\_  
Contractor Name SSN/Taxpayer ID Number Mailing Address  
\_\_\_\_\_, hereinafter referred to as "Contractor."  
\_\_\_\_\_  
City State Zip Code

1. Services to be provided by Contractor. \_\_\_\_\_  
\_\_\_\_\_  
at \_\_\_\_\_.  
Location
2. Term. Contractor shall provide services under this Agreement on \_\_\_\_\_, \_\_\_\_\_, and will diligently perform as required and complete performance by \_\_\_\_\_, \_\_\_\_\_.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). District shall pay Contractor through payroll the month following rendered services.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_
5. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_

6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Fingerprinting Requirements. Contractor agrees to work with the Human Resources department prior to employment on complying with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all contractor's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of these employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
9. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
10. If employed by another school district in the State of California, please specify:

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District Name	Address	State	Zip	Phone
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11. Contractor agrees to complete all personnel documents prior to payment including, I-9, W-4, DE4, 3121 Beneficiary Designation, etc.

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**NATIONAL SCHOOL DISTRICT**

**EMPLOYEE/CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security #

**Board Approval Date:** \_\_\_\_\_

\_\_\_\_\_  
(Area Code) Telephone Number



Agenda Item: **10.F. Approve contract #CT3780 with Banyan Tree Educational Services to provide specialized academic instructional services for student #3709544.**

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

Quick Summary / Abstract: Approval of this item will allow National School District to meet the required provisions of California Department of Education (CDE) Case S-0907-19/20 for Student #3709544.

Comments: The required Corrective Action Document with the agreed provision of specialized academic instructional services from Banyan Tree Educational Services for (20) hours of specialized academic instruction as compensatory services provided by a non-public service agency (NPA).

Recommended Motion: Approve contract #CT3780 with Banyan Tree Educational Services to provide specialized academic instructional services for student #3709544.

Financial Impact: Contract cost: Not to exceed \$1,576  
Additional staffing costs: \$0  
Other costs: \$0  
Annual cost  
General Fund

Attachments:  
CT3780

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

Contract No. CT3780

## 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

Banyan Tree Educational Services		2675 Rosecrans Street
Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego,</u>	<u>CA</u>	<u>92106</u>
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 tutoring services for student #3709544  
\_\_\_\_\_  
\_\_\_\_\_

(For additional explanation of services, attach Exhibit A, which then will be incorporated here in full by this reference.)

2. Term. Contractor shall commence providing services under this Agreement on November 18, 2020, and will diligently perform as required and complete performance by March 20, 2021.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed one thousand, five hundred, and seventy six Dollars (\$1,576). District shall pay Contractor according to the following terms and conditions:

Banyan Tree Educational Services to provide 20 hours of specialized academic instruction (SAI) at the SELPA NPA approved rate of \$78.80 per hour. District will be billed monthly for services rendered.

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

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.

15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

For District: 1500 N Avenue  
National City, CA 91950

For Contractor: Banyan Tree Educational Services  
2675 Rosecrans Street  
San Diego, CA 92106

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 19th day of November, 2020.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

Dr. Leighangela Brady  
\_\_\_\_\_  
Typed or Printed Name

Nanci Engle, Executive Director  
\_\_\_\_\_  
Typed Name

District Superintendent  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security or Taxpayer I. D. No.

**Board Approval Date:** \_\_\_\_\_

858-367-5428  
\_\_\_\_\_  
(Area Code) Telephone Number

Agenda Item: **10.G. Approve contract #CT3781 with San Diego County Office of Education (SDCOE) for the Science Outreach Program - Field Trip Agreement for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of this item will allow all National School District students to participate in either virtual or in-person field trips through San Diego County Office of Education.

National School District will only pay for services rendered.

Comments: In addition to the in-person programming, SDCOE has developed a virtual version our their field trips to allow students and teachers to participate in these programs while remote learning. School Districts will be able to participate in either option for the 2020-2021 school year.

This #CT3781 was previously listed on the annual maintenance list and to ensure transparency is being brought forward as it has been on annual list for the last three years.

Recommended Motion: Approve contract #CT3781 with San Diego County Office of Education (SDCOE) for the Science Outreach Program - Field Trip Agreement for the 2020-2021 school year.

Financial Impact: Contract cost:  
\$540 per trip - Green Machine  
\$750 per trip - Splash Science Mobile Lab  
\$750 (a.m.) / \$710 (p.m.) per trip - Marine Science Floating Lab  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3781



**San Diego County Office of Education**

**SCIENCE OUTREACH PROGRAM  
FIELD TRIP AGREEMENT – 2020-2021**

THIS AGREEMENT, made this July 1, 2020 and which will terminate on June 30, 2021, by and between San Diego County Superintendent of Schools, hereinafter called the "County", and National School District hereinafter called the "District/School/Organization", mutually agree as follows:

**1. Basis of Agreement**

The County, as coordinator of the education outreach programs, has determined that it is desirable to conduct science outreach programs for schools and districts within the County of San Diego. For each science outreach program scheduled to serve the District/School/Organization, District/School/Organization agrees to adhere to the terms and conditions of this agreement.

It is understood that third parties (such as the Port of San Diego, County of San Diego, City of San Diego, San Diego County Water Authority and various other municipalities and water districts) sometimes agree to pay for a science outreach program to be delivered to a District/School/Organization. In these circumstances, County may invoice the third parties for the designated events (if the third party agrees) or will invoice the District/School/Organization (if the third party provides the funds directly to the District/School/Organization). The fees charged to third parties may be different than those stated below, based on the services requested by them.

Regardless of whether a third party funding source is involved, the District/School/Organization must still execute this agreement and be responsible for payment for any event which is not paid for by a third party.

**2. Scope of Agreement**

A. General

The County will make available and provide by this contractual agreement the following programs with pricing for school year 2020-2021:

- 1) Green Machine  
\$540.00 per trip, serving up to four 1-hour classes of up to 30 students each  
The Green Machine curriculum aligns with the California Science Content Standards for grades K-3. The presentation describes the journey from seed to dinner table through hands-on learning stations that enable students to learn where their food comes from. A musical and dramatic wrap-up reinforces the learning.
- 2) Splash Science Mobile Lab  
\$750.00 per trip, serving up to four 1-hour classes of up to 35 students each  
The Splash Science Mobile Lab curriculum aligns with the California Science Content Standards for grades 4-8. The presentation offers hands on learning opportunities for students at multiple learning stations; watershed/storm drain, water quality, San Diego estuary, and microscope.
- 3) Marine Science Floating Lab  
\$750.00 per morning trip and \$710.00 per afternoon/ twilight trip, serving up to 40 people on one of two boats. This program consists of half-day field trip on San Diego Bay with hands-on science instruction and materials.

B. County agrees to provide:

- 1) Instructional materials and equipment.
- 2) Boat transportation with qualified crew (Floating Lab only).
- 3) Curriculum and instruction.
- 4) Invoicing of the District/School/Organization for the field trip.

- C. District/School/Organization agrees to:
- 1) Schedule their participation in the program of choice with the County by phone or email.
  - 2) Provide a written request/authorization for the delivery of the program(s) in the form accepted by District (either a district PO, check or, for Private Schools only, a Personal Letter of Guaranty signed by the site administrator).
  - 3) Send no more than the maximum number of allowed per Marine Science Floating Lab field trip (40, including chaperones/teachers). If the school arrives for the field trip with a group size of more than 40, the ship captain may, at his/her sole option; refuse to take more than the maximum of 40 on board or agree to accept additional passengers up to a maximum of 45 with the understanding that the District/School/Organization agrees to pay an additional fee of \$50 for each person in excess of 40. Group sizes in excess of 45 will not be accepted under any circumstances. If the group arrives with more than 40, and the ship captain refuses to take more than 40 on board, the group may elect to leave some behind or cancel the trip. If the trip is canceled by the group in this circumstance, there will be no refund or compensation to the District/School/Organization.
  - 4) Provide a minimum number of adult participants authorized by the District/School/Organization to supervise the students and participate in the delivery of each presentation during the day. The Green Machine requires a minimum of one participating adult and the Marine Science Floating Lab requires a minimum of one participating adult.
    - a. Green Machine only - If the school cannot provide the required participating adults, they must inform County a minimum of five days in advance of the scheduled field trip event. County will endeavor to locate suitable adults to participate in the presentation of the program in lieu of the school's participant(s) subject to a minimum charge of \$150 per participant provided by County.
  - 5) Provide written notification to County of field trip cancellation a minimum of twenty (20) working days in advance of the scheduled trip. Cancellation with less than twenty working days notification will result in a cancellation fee equal to fifty percent (50%) of the normal fee for the field trip event. Cancellation with less than five (5) days notice will result in a cancellation fee equal to one hundred percent (100%) of the normal fee for the field trip event.
  - 6) Pay the agreed upon fees upon receipt of invoice. District/School/Organization will be invoiced 30 days prior to the trip when possible and refunds will be processed based on the above guidelines if the field trip is canceled.
  - 7) County may terminate individual scheduled presentations at any time due to mechanical breakdown or other reason outside of their control (sick staff, etc.). If County cancels a program, they will endeavor to reschedule with the District/School/Organization at the District/School/Organization's earliest convenience. If County cannot reschedule the canceled event at a mutually agreeable time, they will refund all fees paid for the undelivered event.

**3. Authorization to Copy Materials**

The County hereby authorizes the District/School/Organization to make copies of individual pages of the worksheets and teacher's guide as necessary and appropriate to enhance their participation in the County program. Copying materials for any other purpose is prohibited without the express permission of the County.

**4. Confidentiality of Service or Work**

All curriculum and participant information are considered proprietary and confidential. All requests for information relating to the County's program should be directed to the County Office.

**5. 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, the County is acting as an independent contractor and is not an officer, agent, or employee of the District/School/Organization.

**6. Hold Harmless**

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:

A. Any injury to person, including death therefrom, or damage to property sustained by the Party or any person, firm, student, teacher, volunteer, or corporation, employed directly or indirectly associated with or employed by it, however caused; and

B. Any injury to person, including death therefrom, or damage to property sustained by any person, firm, student, teacher, volunteer, or corporation, caused by any act, neglect, default, or omission of the defending party, or of any person, firm, student, teacher, or corporation directly, or indirectly associated with or employed by it upon, or in connection with the services rendered pursuant to this agreement. The defending party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the non-defending party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof.

**7. Insurance Requirements**

Both County and District/School/Organization shall maintain programs of general liability, property damage, worker's compensation, and auto insurance as required to protect the County and District/School/Organization as their interests may appear. Participants who are not covered by the Joint Powers Authority (JPA) program must provide a certificate of insurance for Comprehensive General Liability or Commercial Liability insurance in a minimum amount of \$2,000,000 per occurrence naming the San Diego County Superintendent of Schools as additionally insured and certificate holder under their policy.

**8. Compliance With Laws**

The District/School/Organization shall be subject to and shall comply with all Federal, State, and local laws, policies and regulations with respect to its performance under this agreement including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

**9. Compensation/Costs and Payment Schedule**

The contract price is a fixed fee per field trip based on the program and price indicated in Section 2 above. County will prepare and submit an invoice for each field trip. The District/School/Organization agrees to pay County's invoice on a Net 30 day basis from date of receipt of invoice.

**10. Termination**

It is mutually agreed that either party may terminate this agreement by giving a minimum of twenty (20) working days written notice.

**11. Audit**

The District/School/Organization agrees to maintain and preserve any pertinent books, documents, papers, and records related to this agreement until three years after termination of this agreement, and to provide access to said documents to the County or any of its duly authorized representatives for examination or audit.

**12. Safety**

District/School/Organization will take all necessary precautions to ensure the safety of the students, staff, and visitors from any hazards inherent in execution of the field trips under this agreement.

**13. Governing Law/Venue San Diego**

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.

**14. Final Approval**

This agreement is of no force and effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Interim Senior Director of Outdoor Education.

**15. Contract Participants**

If signed by a District, this contract will apply to all schools in the District, otherwise, it will apply only to the individual school or organization which signs the contract.

**16. County Contact Person**

San Diego County Office of Education  
Bruce Petersen, Executive Director, Student Support Services  
6401 Linda Vista Road, San Diego, California 92111-7399  
(619) 590-3903

**17. 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 from 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 the Contract to be duly executed, such parties acting by their representatives being duly authorized.

**National School District**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Authorized or ratified by the Board of Education

on \_\_\_\_\_

County Superintendent of Schools  
San Diego County Office of Education



\_\_\_\_\_  
Authorized Signature

Executive Director, Student Support Services  
Title

**April 1, 2020**  
Date

Rules for acceptance and participation in these outreach programs are the same for everyone without regard to race, color or national origin, sex, age or disability.

Agenda Item: **10.H. Approve contract #CT3783 with BCK Programs, LLC for a composting educational program at Palmer Way School for the 2020-2021 school year.**

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

Quick Summary / Abstract: Approval of contract #CT3783 will allow BCK to provide composting education lessons and activities for TK-6.

Lessons and activities will be provided in both distance learning and in-person format and services will be provided in accordance with San Diego County Health guidance.

Comments: November 19th, 2020 - June 4th, 2021. Educational program will take place virtually and in-person in the school's garden once campus re-opens.

The elements of this educational composting program include:

- Learning about the reasons why composting is a benefit to the school, the city and the planet.
- Maintaining Palmer Way's composting system and virtual classroom; providing filmed virtual trips to the garden/compost area for students who are studying via distance learning.
- Highlights the connection of composting to school gardens.
- Provide Palmer Way students at home activities to reinforce the school's composting program and generate an interest in at home composting and other important strategies to reduce food waste.

Recommended Motion: Approve contract #CT3783 with BCK Programs, LLC for a composting educational program at Palmer Way School for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$5,000  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
LCAP Funds

Attachments:  
CT3783

[ 01 - 00 ]-[ 0980 - 000 ]-[ 1110 ]-[ 1000 ]-[ 5800 - 100 ]-[ 900 ]  
Fund Res Goal Function Object School

Contract No. CT3783

## 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

BCK Programs, LLC 765 Normandy Road  
Contractor Taxpayer ID Number Mailing Address

Encinitas CA 92024, 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 composting education lessons and activities for multiple grade levels, appropriate to the learning model  
accepted by the district.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Term. Contractor shall commence providing services under this Agreement on  
November 19, 2020, and will diligently perform as required and  
complete performance by June 4, 2021.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Five Thousand Dollars (\$ 5,000 ). District shall pay Contractor according to the following terms and conditions:

The program cost is \$5,000- billed in five equal installments after the completion of each unit (5 units total).

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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

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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:

the use of the school's garden if and when students are allowed back on campus.

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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 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 19th day of November, 2020.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

Dr. Lisbeth Johnson  
\_\_\_\_\_  
Typed or Printed Name

Camille Sowinski  
\_\_\_\_\_  
Typed Name

Interim Assistant Superintendent, Business Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security or Taxpayer I. D. No.

**Board Approval Date:** \_\_\_\_\_

760-613-2696  
\_\_\_\_\_  
(Area Code) Telephone Number

Agenda Item: **11. HUMAN RESOURCES**

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

Quick Summary / Abstract: None

Agenda Item: **12. BUSINESS SERVICES**

Agenda Item: **12.A. Amend contract #CT3414 with Currier and Hudson, APC for legal services.**

Speaker: Dr. Lisbeth Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: National School District has had a long-standing contract for legal services with Currier and Hudson, APC. This contract renewal is reflective of updated rates.

Comments: Previous Rates for Currier and Hudson, APC:

Partner Rate = \$195/hour  
Senior Attorney = \$175/hour  
Attorney = \$160/hour

Updated Rates for Currier and Hudson, APC:

Partner Rate = \$210/hour  
Senior Attorney = \$190/hour  
Attorney = \$175/hour

Recommended Motion: Amend contract #CT3414 with Currier and Hudson, APC for legal services.

Financial Impact: As needed  
General Fund

Attachments:  
CT3414

## AGREEMENT FOR LEGAL SERVICES

This agreement is by and between National School District (“Client”) and the law firm of Currier & Hudson, APC (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2020 through June 30, 2023:

**1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

**2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

**3. CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

**4. CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

**5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

**6. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned

to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**7. COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

<b>In office Photocopying</b>	<b>No Charge</b>
<b>Facsimile Charges</b>	<b>No Charge</b>
<b>Postage</b>	<b>No Charge</b>
<b>On-line Legal Research Subscriptions</b>	<b>No Charge</b>
<b>Administrative Overhead</b>	<b>No Charge</b>

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**8. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

**10. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**12. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**14. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**15. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services through June 30, 2020. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

National School District

Currier & Hudson APC



\_\_\_\_\_  
Leighangela Brady, Ed.D.  
Superintendent

\_\_\_\_\_  
Andrea Naested  
President/Managing Partner

DATE:

DATE: October 23, 2020



PROFESSIONAL RATE SCHEDULE

*National School District*

*July 1, 2020 through June 30, 2023*

**1. HOURLY PROFESSIONAL RATES**

**Client agrees to pay Attorney by the following standard hourly rate:**

Partner Rate = \$210/hour  
Senior Attorney = \$190/hour  
Attorney = \$175/hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

**2. COSTS AND EXPENSES**

<b>In office Photocopying</b>	<b>No Charge</b>
<b>Facsimile Charges</b>	<b>No Charge</b>
<b>Postage</b>	<b>No Charge</b>
<b>On-line Legal Research Subscriptions</b>	<b>No Charge</b>
<b>Administrative Overhead</b>	<b>No Charge</b>
<b>Mileage</b>	<b>IRS Standard Rate</b>

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Agenda Item: **12.B. Approve consultant contract #CT3777 with A-B-CPR to provide First-Aid and CPR training for School Bus Drivers, Van Drivers, Transportation Student Attendants and additional Transportation Department personnel.**

Speaker: Dr. Lisbeth Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: School Bus Drivers are required by law to be first aid certified in order to transport children. This certification is good for two years from the date of the training.

Comments: Approval of this contract will allow all staff that are transporting children to have First-Aid and CPR certification as required.

Recommended Motion: Approve consultant contract #CT3777 with A-B-CPR to provide First-Aid and CPR training for School Bus Drivers, Van Drivers, Transportation Student Attendants and additional Transportation Department personnel.

Financial Impact: Contract cost: \$1,323  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
General Fund

Attachments:  
CT3777

[ 01 - 00 ] [ 0982 - 000 ] [ 0000 ] [ 3600 ] [ 5200 - 000 ] [ 038 ]  
Fund Res Goal Function Object School

Contract No. CT3777

## National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 19 day of November, 2020,  
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,  
hereinafter referred to as "District," and

<u>A-B-CPR &amp; First Aid Training</u>		<u>3717 Camino Del Rio South 101</u>
Contractor	Taxpayer ID Number	Mailing Address
<u>San Diego</u>	<u>CA 92108</u>	hereinafter referred to as "Contractor."
City	State Zip Code	

- Services to be provided by Contractor. First aid & CPR training and certification.  
\_\_\_\_\_ at  
1500 N. Ave. National City 91950  
Location
- Term. Contractor shall provide services under this Agreement on  
January 4, 2021.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One thousand three hundred and twenty three dollars Dollars (\$ 1,323.00 \_\_\_\_\_). District shall pay Contractor within 15 days of receipt of invoice by Business Services.
- 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  
\_\_\_\_\_  
\_\_\_\_\_
- Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
8. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
9. Fingerprinting Requirements. Consultant agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
10. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
11. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
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**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security or Taxpayer I. D. No.

**Board Approval Date:** \_\_\_\_\_

\_\_\_\_\_  
(Area Code) Telephone Number



Agenda Item: **12.C. Adopt Resolution #20-21.25 authorizing National School District to participate in the California Network and Telecommunications (CALNET) program for the purchase of communication and network services, materials, equipment, and supplies.**

Speaker: Dr. Lisbeth Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: The Public Contract Code contains certain exceptions to the competitive bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process. One alternative is the California Network and Telecommunications (CALNET) program.

The District will continue to comply with the California Public Contract Code, which requires solicitation of public bids for the installation of equipment pursuant to Public Contract Code 20110.

Comments: The CALNET program is designed, as is any public purchasing cooperative, to achieve cost-effective and efficient acquisition of quality products and services. The State of California Department of Technology has negotiated prices for various communication and network services, materials, equipment, and supplies with several companies. The state is making these competitive prices available to all public agencies.

Recommended Motion: Adopt Resolution #20-21.25 authorizing National School District to participate in CALNET public contracts, for the purchase of communication and network services, materials, equipment, and supplies with several companies.

Attachments:  
Resolution #20-21.25

# National School District

## Resolution

#20-21.25

### AUTHORIZING CONTRACTING PURSUANT TO COOPERATIVE BID AND AWARD DOCUMENTS FROM THE CALIFORNIA NETWORK AND TELECOMMUNICATIONS (CALNET) PROGRAM

On motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, The Public Contract code contains certain exception to the cooperative bidding requirements that provide an alternative way in which to make purchases without utilizing the competitive bidding process, and

**WHEREAS**, One alternative is the California Network and Telecommunications Program (CALNET) program. This will save the district the time and expense of having to go out for a formal bid, and

**WHEREAS**, Education Code Section 17595 authorizes district to purchase material, equipment, and supplies.

**BE IT RESOLVED** by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the California Network and Telecommunications (CALNET) program.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the Vendor and for any tax liability, and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions, and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The Districts participation in the CALNET contracts is in the best interest of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #20-21.25  
November 18, 2020  
Page 2

**PASSED AND ADOPTED** by the Governing Board of National School District of San Diego County, California, this 18th day of November 2020, by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  )ss  
COUNTY OF SAN DIEGO    )

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

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Secretary to the Governing Board

Agenda Item:	<b>12.D. Approve agreement with Government Financial Strategies to Serve as Municipal Advisor to National School District on the San Diego County TRANS Series 2020-21B.</b>
Speaker:	Dr. Lisbeth Johnson, Interim Assistant Superintendent, Business Services
Quick Summary / Abstract:	Administration requests approval for the National School District (NSD) to enter into an agreement with Government Financial Strategies, a municipal advisor regulated by the Securities Exchange Commission (SEC) and selected by the San Diego County of Education (SDCOE), in order to assist the district in securing a Tax and Revenue Anticipation Notes Program (TRANS) loan to mitigate six months of State general fund revenue cash deferrals which will impact the district January through June in 2021.
Comments:	<p>Due to the pandemic and depletion of the State's economic funds, school districts will be impacted by multiple State general fund payment deferrals from January through June of 2021, thereby reducing normal monthly district cash flow balances. Based on the unstable economic situation in the State, it is prudent for the District to seek a TRANS loan.</p> <p>Government Financial Strategies was selected in 2015 to assist a "pool" of SDCOE Districts, of which National School District would be one, to analyze the district's need for a TRANS, recommend sizing of the amount of the loan and calculate interest rate, fees, and payment schedules. By being in a County "pool" of Districts also seeking a TRANS, National School District will have a better loan interest rate than if it were to independently seek a TRANS. If National School District necessitates a TRANS loan, administration will bring the amount of the loan recommended to the Board for approval in December.</p>
Recommended Motion:	Approve agreement with Government Financial Strategies to Serve as Municipal Advisor to National School District on the San Diego County TRANS Series 2020-21B.
Financial Impact:	<p>Contract cost: \$9,000; plus a pro-rated amount based on the size of the loan approved, not to exceed \$27,000</p> <p>*If the District decides not to pursue a TRANS, the consultation fee is \$225/hr up to 10 hours, not to exceed \$2,250</p> <p>Additional staffing costs: \$0  Other costs: \$0  One time cost  General Fund</p>
Attachments:	Government Financial Strategies Agreement



## MEMORANDUM

To: Lisbeth Johnson, Ed.D.  
From: Rich Malone *RSM*  
Date: November 9, 2020  
Re: Scope of Work to Serve as Municipal Advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes, Series 2020-21 B

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We have prepared this scope of work to serve as municipal advisor to the District associated with its potential participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Note Participations, Series 2020-21 B. This scope is consistent with our 2015 proposal to the San Diego County Office of Education (SDCOE) whereby we were selected to serve as the municipal advisor to participants in the TRANs program.

We anticipate our firm would be involved with the following tasks:

- Provide background information on tax and revenue anticipation notes (TRANs).
- Prepare a TRANs sizing model based on a cash flow projection format developed by SDCOE.
- Review and provide feedback on the District's General Fund (and other unrestricted funds, if any) cash flow projections.
- Evaluate alternative methods of addressing projected cash flow shortfalls, including interfund borrowing, County Treasurer borrowing, and tax and revenue anticipation notes (TRANs).
- Based upon the District's requirements and preferences, recommend a cash flow financing plan for the District.

Should the District decide to issue TRANs as part of the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2020-21 B, our services would include the following as appropriate:

- In coordination with San Diego County, develop and manage the financing schedule of events.
- In coordination with San Diego County, assist with identifying and selecting the financing team (e.g. bond counsel, disclosure counsel, underwriter, etc.).
- Recommend an appropriate size for the TRANs consistent with legal requirements.
- Structure the TRANs to meet the goals of the program participants as a whole as well as the District individually.
- Review the District authorizing resolution, purchase agreement, trust agreement, closing documents, and other legal documents.



- Assist in the completion of a disclosure due diligence questionnaire.
- Assist with obtaining a credit rating for TRANs.
- Review the preliminary and final official statements.
- In coordination with San Diego County, negotiate pricing terms with the underwriter.
- Manage the closing of the financing.
- Prepare a summary memorandum documenting the results of the sale.
- If requested, file the annual debt transparency report with the California Debt and Investment Advisory Commission for the TRANs by January 31, 2022.
- Assist with the determination of whether the District owes rebate associated with its participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2020-21 B.
- Coordinate with staff as needed.
- Coordinate with bond counsel, disclosure counsel, underwriter and other interested parties as needed.

As indicated in our 2015 proposal to SDCOE, our fee to the TRANs program participants is \$9,000 per participant plus a flat fee of \$27,000 to be allocated to participants based on the amount of their TRANs. Such fees are payable from TRANs proceeds when the TRANs closes.

In addition, should the District decide not to issue TRANs, any services provided to assist the District in advance of a decision to participate in the pool may be billed on an hourly basis at \$225 per hour (not-to-exceed 10 hours).

Please call me if you have any questions or comments.

REM/sed

Acknowledged:

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Lisbeth Johnson, Ed.D.  
Interim Assistant Superintendent, Business Services  
National School District

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

## DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

### Conflicts of Interest

Government Financial Strategies is required to provide written disclosure to all municipal advisory clients about the actual or potential conflicts of interest presented by our representation of National School District ("Client").

### List of Potential Conflicts of Interest

*Other Municipal Advisory Clients.* Government Financial Strategies serves a wide variety of clients, some of which may have overlapping jurisdictions with Client and/or may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Government Financial Strategies serves as municipal advisor to other municipal advisory clients and, in such cases, depending on the client, may owe a fiduciary duty to such other clients. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Government Financial Strategies could potentially face a conflict of interest arising from these competing client interests. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients.

*Outside Business Activity – Government Finance Education Institute.* The President of Government Financial Strategies, Lori Raineri, serves on the Board of Directors and as the Executive Director of Government Finance Education Institute, a nonprofit public benefit corporation organized for the primary purpose of providing educational information to help public agencies identify practical methods to increase efficiency, reduce costs and be good stewards of public funds. In acting in her role with Government Finance Education Institute, Lori Raineri may from time to time have interests that could have a direct or indirect impact on the interests of Client and could potentially face a conflict of interest. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients.

*Outside Business Activity – California League of Bond Oversight Committees.* The President of Government Financial Strategies, Lori Raineri, serves on the Board of Directors of the *California League of Bond Oversight Committees (CalBOC)*, a nonprofit public benefit corporation organized with the mission of promoting school district accountability by improving the training and resources available to California's Proposition 39 school bond oversight committees, educating the state legislature, local school boards, and the public about the oversight and reporting power these Citizens' Bond Oversight Committees (CBOCs) have, and to advocate on a state level, where appropriate, on issues of common concern to all CBOCs. In acting in her role with CalBOC, Lori Raineri may from time to time have interests that could have a direct or



indirect impact on the interests of Client and could potentially face a conflict of interest. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients.

The fees to be paid by the Client to Government Financial Strategies may be partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Government Financial Strategies may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Government Financial Strategies may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Government Financial Strategies manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

Government Financial Strategies has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal entity clients such as the Client. To the extent any such material conflicts of interest arise after the date of this Agreement, Government Financial Strategies will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement in a timely manner.

### **Municipal Advisor Registration, Legal and Disciplinary Events**

Government Financial Strategies is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (registration number 867-00775) and the Municipal Securities Rulemaking Board ("MSRB") (registration number K0127). As part of this registration Government Financial Strategies is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Government Financial Strategies. Pursuant to MSRB Rule G-42, Government Financial Strategies is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Government Financial Strategies or the integrity of its management or advisory personnel. Government Financial Strategies has determined that no such event exists.

Copies of Government Financial Strategies filings with the United States Securities and Exchange Commission can be found by accessing the SEC's EDGAR system Company Search Page which is available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Government Financial Strategies or for our CIK number which is 0001617177.



There have been no material changes to the legal or disciplinary events that Government Financial Strategies has disclosed to the SEC.

### **Client Brochure**

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

### **Termination**

Either party may terminate the agreement upon thirty (30) days advance written notice to the other party.

Agenda Item: **12.E. Authorize the Interim Assistant Superintendent of Business Services to advertise for Bid #20-21-194 Roofing Repair and Replacement in order to repair roofs on relocatable classrooms to prevent future roof leakage.**

Speaker: Dr. Lisbeth Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: On April 8, 2020 the Board heard a presentation on the condition of roofs throughout the District. At that time, administration requested that the Board approve repair or replacement of roofs that were the most damaged and or aged in the district. Sixty-five percent of the roofs listed in that presentation have been repaired using the ACCI contracting company who was awarded the bid for this project at \$274,600.

ACCI has repaired 65% of the high priority roofs the Board approved including on the following school campuses: Lincoln Acres, Las Palmas, Olivewood, Kimball and Central and the Pre-School Center. The remaining schools with the high priority roofs are scheduled under the existing contract to be completed and include Rancho, El Toyon, John Otis and Ira Harbison.

Administration is requesting approval for repair of the remaining roofs in the district that were not on the original high priority list to avoid future leakage.

Comments: The project will be paid for out of GO Bonds in an approximate amount not to exceed \$500,000.

Recommended Motion: Authorize the Interim Assistant Superintendent of Business Services to advertise for Bid #20-21-194 Roofing Repair and Replacement to repair roofs on relocatable classrooms to prevent future roof leakage.

Financial Impact: Cost of bid: \$2,500  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
GO Bonds

Agenda Item: **12.F. Authorize the Interim Assistant Superintendent of Business Services to advertise for Bid #20-21-195 HVAC Wall-Unit Replacements on Modular Buildings to remove and replace HVAC units in these relocatable classrooms.**

Speaker: Dr. Lisbeth Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: National School District passed Measures N and HH, General Obligation bonds in November 2016. The purpose of bond funding is to pay for repair, upgrade and replacement of aging school facilities including facility equipment. HVAC systems were installed in buildings that had no HVAC units using Measure N bond proceeds.

In Modular classrooms, HVAC systems on these modular facilities are more than twenty years old and outdated. Administration is requesting to replace these HVAC units in approximately 50 modular classrooms using proceeds from HH bond funds in order to support efficient and effective learning environments in schools.

Comments: Approximately fifty HVAC units need replacement in modular buildings in the school district at an approximate cost of \$15,000 per unit which includes the cost of demo, removal and installation at a total cost of \$750,000 to be paid using GO bonds.

Recommended Motion: Authorize the Interim Assistant Superintendent of Business Services to advertise for Bid #20-21-195 HVAC Wall-Unit Replacements on modular Buildings.

Financial Impact: Cost of bid: \$2,500  
Additional staffing costs: \$0  
Other costs: \$0  
One time cost  
GO Bonds

Agenda Item:

**13. BOARD/CABINET COMMUNICATIONS**



Agenda Item: **14. ADJOURNMENT**