



Governing Board Agenda

December 14, 2021

Welcome

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

Our Governance Team

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

Maria Betancourt-Castañeda, Board Clerk

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

Leighangela Brady, Secretary

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

Maria Dalla, Board President

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

Michelle Gates, Board Member

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

Rocina Lizarraga, Board Member

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

Alma Sarmiento, Board Member

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

This meeting may be recorded

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

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

Meeting Conduct

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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



NATIONAL SCHOOL DISTRICT

CORE VALUES

#NSDnow

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

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

Tuesday, December 14, 2021

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

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

<https://youtu.be/BrxE64vyNgw>

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

AGENDA

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

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. CLOSED SESSION ROLL CALL

3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

Ms. Maria Dalla,
Board President

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

4. ADJOURN TO CLOSED SESSION

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

Closed session in accordance with Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Three Cases

OAH #2021100891

OAH# 2021090575

OAH# 2021090690

Closed session in accordance with Government Code Section 54957:

PUBLIC EMPLOYEE APPOINTMENT

Title: Coordinator of Student Support Services

Closed session in accordance with Government Code Section 54957:

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Closed session in accordance with Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Superintendent

Employee organizations: Assistant Superintendents

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

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

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. OPEN SESSION ROLL CALL

10. ANNUAL ORGANIZATIONAL MEETING

10.A. Election of Board President.

Dr. Leighangela
Brady, Superintendent

10.B. Election of Board Clerk.

Dr. Leighangela
Brady, Superintendent

10.C. Appointment of Secretary to the Governing Board:
Leighangela Brady, Ed.D., District Superintendent.

Dr. Leighangela
Brady, Superintendent

10.D. Approve the National School District Governing Board meeting schedule for the 2022 calendar year.

Dr. Leighangela
Brady, Superintendent

11. PRINCIPAL RETIREMENT RECOGNITION

11.A. Honor Principals, Ms. Sonia Ruan and Ms. Luz Vicario on their retirement.

Dr. Leighangela
Brady, Superintendent

12. RECESS

13. PRESENTATIONS

13.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

14. PUBLIC COMMUNICATIONS

Board President

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

15. AGENDA

15.A. Accept Agenda.

Board President

16. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Board President

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

16.A. Minutes

16.A.I. Approve the minutes of the Regular Board Meeting held on November 10, 2021.

Dr. Leighangela
Brady, Superintendent

16.A.II. Approve the minutes of the Special Board Meeting held on November 16, 2021.

Dr. Leighangela
Brady, Superintendent

16.A.III. Approve the minutes of the Special Board Meeting held on November 23, 2021.

Dr. Leighangela
Brady, Superintendent

16.B. Administration-None

Dr. Leighangela
Brady, Superintendent

16.C. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16.C.II. Accept the employee resignations/retirements.	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
16.D. Educational Services-None	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
16.E. Business Services	
16.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.	Mr. Arik Avanesyans, Assistant Superintendent, Business Services
17. POLICIES, REGULATIONS, BYLAWS	
17.A. Adopt Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (UCP).	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
17.B. Adopt updates to Administrative Regulation 1312.3- Uniform Complaint Procedures.	Dr. Sharmila Kraft, Assistant Superintendent Educational Services
18. GENERAL FUNCTIONS	
18.A. Nominate candidates as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17.	Dr. Leighangela Brady, Superintendent
19. EDUCATIONAL SERVICES	
19.A. Adopt Resolution #21-22.14 to authorize a Continued Funding Application and authorize a contract for California State Preschool Program for the Fiscal Year 2022-2023.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
19.B. Approve the 2021-2022 School Plan for Student Achievement and Title I School Level Parent and Family Engagement Policy and Compact for Lincoln Acres, John Otis, Central, and Ira Harbison schools.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

19.C. Amend contract #CT3125 with SAVE-A-HEART to provide National School District staff CPR/AED/First Aid online training for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

19.D. Amend contract #CT3824 with Pediatric Therapy Associates to provide specialized academic instruction support and services during the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

19.E. Approve contract #CT3909 agreement for disclosure and use of data between California Department of Health Care Services, National School District, and Practi-Cal, Inc. for purposes of the Local Education Agency Medi-Cal billing reimbursement program.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

19.F. Approve the purchase of a one year extended warranty for ASUS Chromebooks from CDW-G LLC.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

19.G. Approve contract #CT3911 with Edupoint to provide professional development training for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

20. HUMAN RESOURCES

20.A. Approve Memorandum of Understanding with the National City Elementary Teachers Association and National School District for negotiated impact and effects related to COVID-19 safety protocols and independent study due to COVID-19 for the 2021-2022 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

20.B. Approve increased rate of pay for retired National School District certificated teacher substitutes.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

20.C. Authorize additional services with SWING Education for substitute services for the 2021-2022 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

20.D. Adopt Resolution #21-22.15 recognizing and celebrating Juneteenth Day of Observance.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

21. BUSINESS SERVICES

21.A. Report on and approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2021. (Exhibit B)

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

21.B. Approve the District Annual Developer Fee Report for Fiscal Year 2020-2021.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

21.C. Approve Educator Effectiveness Block Grant Plan for National School District.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

21.D. Approve updates to the Elementary and Secondary School Emergency Relief III (ESSER III) Expenditure Plan.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

22. BOARD/CABINET COMMUNICATIONS

23. ADJOURNMENT

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

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

Quick Summary / Board:

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

Staff:

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

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

Speaker: Ms. Maria Dalla, Board President

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

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

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

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING

LITIGATION

Three Cases

OAH #2021100891

OAH# 2021090575

OAH# 2021090690

Closed session in accordance with Government Code Section 54957:
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Title: Coordinator of Student Support Services

Closed session in accordance with Government Code Section 54957:
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Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Superintendent

Employee organizations: Assistant Superintendents

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

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

One Case

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

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

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

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

Quick Summary /
Abstract:

Board:

Ms. Maria Dalla, Board President

Ms. Maria Betancourt-Castañeda, Board Clerk

Ms. Alma Sarmiento, Trustee

Ms. Michelle Gates, Trustee

Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **10. ANNUAL ORGANIZATIONAL MEETING**

Agenda Item: **10.A. Election of Board President.**

Speaker: Dr. Leighangela Brady, Superintendent

Agenda Item: **10.B. Election of Board Clerk.**

Speaker: Dr. Leighangela Brady, Superintendent

Agenda Item: **10.C. Appointment of Secretary to the Governing Board:
Leighangela Brady, Ed.D., District Superintendent.**

Speaker: Dr. Leighangela Brady, Superintendent

Agenda Item: **10.D. Approve the National School District Governing Board meeting schedule for the 2022 calendar year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: The National School District Governing Board has traditionally met on the second and fourth Wednesdays of the month, with the exception of July, September, November, December, January, and March.

Comments: This schedule has enabled the District to conduct its business in a timely fashion and meet its monthly obligations.

The proposed schedule is attached.

Recommended Motion: Approve the National School District Governing Board meeting schedule for the 2022 calendar year.

Attachments:
Governing Board Meeting Schedule- 2022

NATIONAL SCHOOL DISTRICT

GOVERNING BOARD MEETING SCHEDULE 2022

DATES

January 19, 2022*

February 9, 2022

February 23, 2022

**Dates pre-approved at the
June 9, 2021, Board
Meeting.**

March 9, 2022

April 13, 2022

April 27, 2022

May 11, 2022

May 25, 2022

June 8, 2022

June 22, 2022

July 13, 2022

August 10, 2022

August 24, 2022

September 14, 2022

October 12, 2022

October 26, 2022

November 9, 2022

December 13, 2022**

Due to Public Health Orders, meeting locations will vary from virtual to in-person, as permitted.

**Wednesday, January 19, due to Winter Break and the 2022 Association of California School Administrators (ACSA) Superintendents' Symposium*

***Tuesday, December 13, to meet Organizational Meeting and First Period Interim Financial Report deadlines.*

Agenda Item: **11. PRINCIPAL RETIREMENT RECOGNITION**

Agenda Item: **11.A. Honor Principals, Ms. Sonia Ruan and Ms. Luz Vicario on their retirement.**

Speaker: Dr. Leighangela Brady, Superintendent

Agenda Item: **12. RECESS**

Agenda Item: **13. PRESENTATIONS**

Agenda Item: **13.A. Introduce and welcome the new employees.**

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

Quick Summary / Abstract: The employees on the attached list were approved at the November 10, 2021 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 12/14/21		
Name	Position	Location
Alicia Estrella	School Counselor	Las Palmas School
Jennifer Lopez- Gomez	Instructional Assistant-Special Education	Central School
Ariadna Saavedra	Instructional Assistant-Special Education	Lincoln Acres School
Alberto Zepeda	Computer Systems Technician	District Office

Agenda Item: **14. PUBLIC COMMUNICATIONS**

Speaker: Board President

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

Agenda Item: **15. AGENDA**

Agenda Item: **15.A. Accept Agenda.**

Speaker: Board President

Recommended
Motion: Accept Agenda

Agenda Item: **16. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

Speaker: Board President

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

Recommended
Motion: Approve Consent Agenda.

Agenda Item: **16.A. Minutes**

Agenda Item: **16.A.I. Approve the minutes of the Regular Board Meeting held on November 10, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes-11/10/21

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

November 10, 2021

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://www.youtube.com/watch?v=fgkEjPPnwfU>

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 4:00 p.m.

2. CLOSED SESSION ROLL CALL

Attendance taken at 4:00 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Alma Sarmiento

Absent:

Ms. Rocina Lizarraga

Mrs. Jocelyn Gomez took roll call.

3. PUBLIC COMMUNICATIONS - CLOSED SESSION ITEMS

None

4. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:00 p.m. to 5:55 p.m.

In a vote of 4 yes and 1 absent, the Board voted to approve a compromise agreement and release in OAH Case No. 2021100016. The agreement includes funds for Special Education services and fees in exchange for a waiver of claims against the District.

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 6:03 p.m.

8. PLEDGE OF ALLEGIANCE

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

9. OPEN SESSION ROLL CALL

Attendance taken at 6:04 p.m.:

Present:

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

Absent:

Ms. Rocina Lizarraga

Mrs. Jocelyn Gomez took roll call.

10. PUBLIC COMMUNICATIONS

None

11. AGENDA

11.A. Accept Agenda.

Per staff request, agenda item 14.B was pulled and will be brought forth at a future meeting.

Motion Passed: Acceptance of the Agenda, excluding agenda item 14.B, passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Absent Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Absent Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

12.A. Minutes

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

12.B. Administration

12.C. Human Resources

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

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

12.D. Educational Services

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

12.E. Business Services

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

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

13. GENERAL FUNCTIONS

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

Dr. Brady, Superintendent, submitted the presentation of the report from San Diego Office of Education William's Settlement Findings for 2021-2022.

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

Motion Passed: Following discussion, date, time, and place of the Governing Board annual organizational meeting passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Absent Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

14. EDUCATIONAL SERVICES

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

Dr. Susan Fahey, Executive Director, Ms. Teresa Hart-Sanchez, Assistant Director, Integrity Charter School gave a presentation on the school's progress.

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

Per staff request, this item was pulled and will be brought forth at a future meeting.

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

This program is for 20 sessions for each second and fifth grade classes.

Motion Passed: Following discussion, approval of contract #CT3904 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Absent Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

Motion Passed: Following discussion, approval of Memorandum of Understanding #CT3907 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Absent Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15. HUMAN RESOURCES

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

The University shall pay cooperating teachers a stipend at the completion of the student teaching placement, based on the number of units earned by the student teacher or by a predetermined amount. If a stipend is paid, the University determines the rate, as set forth in Attachment A, and the University will make such payment directly to the District. The District will disburse the stipend through the payroll system.

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Absent Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

16. BUSINESS SERVICES

16.A. Accept gifts.

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Absent Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

17. BOARD/CABINET COMMUNICATIONS

Ms. Gates thanked all those in attendance at the meeting. She thanked Dr. Susan Fahey, and Ms. Teresa Hart-Sanchez for their presentation. She thanked El Toyon and Rancho de la Nación Schools for her recent site visit.

Ms. Sarmiento thanked Dr. Susan Fahey, and Ms. Teresa Hart-Sanchez for their presentation. She shared that she is thrilled that students can now get the COVID-19 vaccine.

Ms. Betancourt-Castañeda thanked the Barona Band of Mission Indians for awarding El Toyon School a grant to build a worm bed. She also thanked Assemblywoman, Lorena Gonzalez for her participation in having the grant awarded. She shared that she is excited that students can now get the COVID-19 vaccine. She thanked Dr. Susan Fahey, and Ms. Teresa Hart-Sanchez for their presentation. She wished everyone a good night.

Dr. Hernandez thanked Dr. Susan Fahey, and Ms. Teresa Hart-Sanchez for their presentation. She wished everyone a good night.

Dr. Kraft thanked Dr. Susan Fahey, and Ms. Teresa Hart-Sanchez for their presentation. She shared that the afterschool learning program launched in three schools this week and more will open in the upcoming weeks. She praises site principals and teachers for their hard work.

Dr. Brady mentioned that she visited Integrity Charter School last week. She then gave an update on the Samahan Health Centers vaccine schedule for National School District students. She shared that's parents must accompany their children and sign a consent when administrating the vaccine. She shared that we will be hosting a panel of medical experts to speak with families and answer questions regarding the vaccine. Finally, she shared updates on the accessibility projects happening at Central School.

Ms. Dalla thanked Dr. Susan Fahey, and Ms. Teresa Hart-Sanchez for their presentation. She wished everyone a Happy Thanksgiving. She shared that this year she is thankful for the partnership between Mayor, Sotelo-Solis, the City of National City, and Samahan Health Centers in proving students the opportunity to get vaccinated.

18. ADJOURNMENT

Closed session was held from 4:00 p.m. to 5:55 p.m.

In a vote of 4 yes and 1 absent, the Board voted to approve a compromise agreement and release in OAH Case No. 2021100016. The agreement includes funds for Special Education services and fees in exchange for a waiver of claims against the District.

Board President, Ms. Maria Dalla, adjourned the meeting at 7:00 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

December 14, 2021

Agenda Item: **16.A.II. Approve the minutes of the Special Board Meeting held on November 16, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Minutes-11/16/21

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

November 16, 2021

4:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://youtu.be/d69w7YGx2Uw>

1. CALL TO ORDER

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

2. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session was held from 4:03 p.m. to 5:25 p.m.

In closed session, the Governing Board voted unanimously to appoint Ms. Rosa Berenice Walker, as the new Principal of Las Palmas School.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 5:27 p.m.

7. PLEDGE OF ALLEGIANCE

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

8. ROLL CALL

Attendance taken at 5:27p.m.:

Present:

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

Ms. Vanessa Ceseña took roll call.

9. PUBLIC COMMUNICATIONS

None

10. BUSINESS SERVICES

10.1. Conduct a public hearing for the Collective Bargaining Agreements with the California School Employees Association (CSEA) and its Chapter 206, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR Title V, Section 15449.

Board President, Ms. Maria Dalla, opened the public hearing at 5:31 p.m.

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

Board President, Ms. Maria Dalla, closed the public hearing at 5:33 p.m.

10.2. Approve the Tentative Agreement between the California School Employees Association (CSEA) and its Chapter 206 and the Governing Board of National School District for the 2021-2022 school year.

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

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

10.3. Approve an increase for confidential, supervisory and non-contracted management personnel of three percent (3%) on-schedule and a half percent (.5%) off-schedule salary payment for the 2021-2022 school year.

Motion Passed: Approval of increase for confidential, supervisory and non-contracted management personnel passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

11. ADJOURNMENT

Closed session was held from 4:02 p.m. to 5:25 p.m.

In closed session, the Governing Board voted unanimously to appoint Ms. Rosa Berenice Walker as the new Principal of Las Palmas School.

Board President, Ms. Maria Dalla, adjourned the meeting at 5:36 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **16.A.III. Approve the minutes of the Special Board Meeting held on November 23, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Minutes-11/23/21

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

November 23, 2021
8:00 AM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 8:06 a.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 8:07 a.m.:

Present:

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

Mrs. Jocelyn Gomez took roll call.

4. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

None

5. ADJOURN TO CLOSED SESSION

6. CLOSED SESSION - 8:00 A.M.

Closed session was held from 8:06 a.m. to 11:44 a.m.

No action was taken in closed session.

7. ADJOURNMENT

Board President, Ms. Maria Dalla, adjourned the meeting at 11:44 a.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **16.B. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: None

Agenda Item: **16.C. Human Resources**

Agenda Item: **16.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
December 14, 2021

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
None				
Temporary Employment				
None				
Additional Duties				
None				
Contract Extension/Change				
None				
Leave of Absence				
None				

CLASSIFIED STAFF RECOMMENDATIONS
December 14, 2021

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
1. Sandra Castro	Instructional Assistant – Health Care 3.25 hours per day 210 days a year Central School	December 16, 2021	Range 18, Step 1	General Fund
2. Guadalupe Ramirez	Instructional Assistant – Special Education 3.25 hours per day 210 days a year Palmer Way School	December 16, 2021	Range 16, Step 1	General Fund
Temporary Employment				
3. Alain Vega Murillo	Temporary Custodian-Night 8 hours per day 195 days a year District Office	December 16, 2021	Range 17, Step 1	General Fund
Additional Duties				
None				

Contract Extension/Change

None				
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Leave of Absence

None				
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Agenda Item: **16.C.II. Accept the employee resignations/retirements.**

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

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

Attachments:
Resignations/Retirements

Resignations 12/14/21			
Name	Position	Location	Effective Date
Yadira Machuca	Instructional Assistant-Health Care	Rancho de la Nación School	November 17, 2021
Ileane Malfavon Duarte	Instructional Assistant-Special Education	District Office	December 10, 2021
Maria Ornelas	Instructional Assistant-Health Care	Rancho de la Nación School	November 30, 2021
Janna Piper	Director of Student Support Services	District Office	January 31, 2022
Vicki Shay	Teacher of Special Day Class-Mild/Moderate	Central School	January 21, 2022

Retirements 12/14/21			
Name	Position	Location	Effective Date
Brenna Baringer	Assistant Principal	District Office	June 24, 2022
Mary Pineda	Teacher	Las Palmas School	January 10, 2022

Agenda Item: **16.D. Educational Services**

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

Quick Summary / Abstract: None

Agenda Item: **16.E. Business Services**

Agenda Item: **16.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

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

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

Attachments:
Exhibit A

Agenda Item: **17. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **17.A. Adopt Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (UCP).**

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

Quick Summary / Abstract: This policy was recently updated and adopted by the Board on June 23, 2021.

National School District is undergoing Federal Program Monitoring. Additional updates since Board approval are required to meet Federal Program requirements.

Approval of this item will ensure that National School District is in compliance with the California Department of Education 2021-2022 Williams Uniform Complaint Procedures and Policies.

Comments: The revised Board policy adds language to our present Board policy regarding a response to meet the Williams UCP requirements for Federal Program Monitoring.

The 2021-2022 Federal Program Monitoring process includes the Williams UCP Policies and Procedures that need to be adopted by each district's governing board. This policy will be reviewed by the Federal Program Monitoring staff January 18-21, 2022.

Recommended Motion: Adopt Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (UCP).

Financial Impact: None

Attachments: AR 1312.4

Regulation 1312.4: Williams Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 01/28/2015 | Last Revised Date: 06/23/2021 | Last Reviewed Date: 06/23/2021

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)
 - a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall report the resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

If a response is requested, the response shall be made to the mailing address of the complainant indicated on the complaint.

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Agenda Item: **17.B. Adopt Administrative Regulation 1312.3- Uniform Complaint Procedures.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: This Administrative Regulation (AR) was adopted on April 28, 2021. National School District is undergoing Federal Program Monitoring. According to the 2021-2022 Uniform Complaint Procedure (UCP) Instrument, additional updated language is required to meet compliance.

Approval of this item will ensure that National School District is in compliance with the California Department of Education 2021-2022 AR 1312.3 Uniform Complaint Procedures.

The revised AR1312.3 highlighted sections indicate required revision and regulation language aligned to the UCP instrument.

Comments: The 2021-2022 Federal Program Monitoring process includes the UCP Policies and Procedures that need to be adopted by each district's Governing Board and aligned to the UCP Instrument.

Recommended Motion: Adopt Administrative Regulation 1312.3- Uniform Complaint Procedures.

Attachments:
AR 1312.3

National SD

Administrative Regulation

Community Relations

AR 1312.3

UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in **BP-1312.3 the accompanying Board policy**.

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, **(such as discriminatory harassment, intimidation, or bullying)** and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

Director of Student Support Services

Assistant Superintendent of Educational Services

Educational Services

1500 N Ave National City, CA 91950

(619)-336-7550

jpiper@nsd.us

skraft@nsd.us

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, **if applicable**, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the

compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program; applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying);~~; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during ~~and pending the result of~~ an investigation ~~and while the result is pending~~. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate

3.A statement that a UCP complaint, **except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying**, must be filed no later than one year from the date the alleged violation occurred

4.A statement that, ~~in the case of a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, a UCP complaint~~ must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

5.A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

6.A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

7.A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

8.A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9.A statement that, **for programs within the scope of the UCP as specified in the accompanying Board policy**, the complainant has a right to appeal the district's investigation report to **the California Department of Education (CDE)** ~~for programs within the scope of the UCP~~ by filing a written appeal, including a copy of the original complaint and the district's decision, within ~~15~~ **30 calendar** days of receiving the district's decision

10.A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal **laws prohibiting anti**discrimination, **harassment, intimidation, or bullying laws**, if applicable

11. Copies of the District's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The health and safety requirements under Title 5 of the California Code of Regulations (5 CCR) apply to California state preschool programs pursuant to HSC Section 1596.7925. The location at which to obtain a form to file a complaint. Posting a notice downloadable from the California Department of Education (CDE) website shall satisfy this requirement.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1.A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)

2.Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of

unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

3. A UCP complaint, **except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying,** shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)

4.A complaint alleging unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying) may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. **(5 CCR 4630)**

5.The A complaint **alleging unlawful discrimination, harassment, intimidation, or bullying** shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

5.6. When a complaint alleging unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

6.7. When **the a** complainant of unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation **to resolve the complaint.** Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation

of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to ~~make the mediator a party to~~ **permit the mediator access to all** relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform **both the** parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying), the compliance officer shall interview the

alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631) In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. **Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation** Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the district's investigation report, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

- 1.The findings of fact based on the evidence gathered
- 2.A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
- 3.Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
- 5.Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, and bullying), notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian ~~and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English,~~ then the **district's response, if requested by the complainant, and the** investigation report shall **also be translated into that language, pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency be written in English and the primary language in which the complaint was filed.**

For complaints alleging unlawful discrimination, ~~based on state law (such as discriminatory harassment, intimidation, and bullying)~~ based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

The preschool program administrator or the designee of the district superintendent shall (1) make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 days of the receipt of the complaint and (2) remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving of retaliation or unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~ involving a student as the respondent, appropriate corrective actions that focus on a student offender may be provided to the student may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, ~~(such as discriminatory harassment, intimidation, or bullying)~~, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 51228.3, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith, ~~by engaging in reasonable efforts,~~ to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including as at least one of the following: (5 CCR 4632)

1.The district failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.

3.The material findings of fact in the district's investigation report are not supported by substantial evidence.

4.The legal conclusion in the district's investigation report is inconsistent with the law.

5.In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633) **The SSPI or his or her designee shall comply with the requirements of 5 CCR Section 4633 and shall provide a written LEA Investigation Report to the State Board of Education describing the basis for the complaint, the LEA's response to the state preschool health and safety issues pursuant to HSC Section 1596.7925 complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from the LEA's remedy. All complaints and responses are public records.**

- 1.A copy of the original complaint
- 2.A copy of the district's investigation report
- 3.A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
- 4.A report of any action taken to resolve the complaint
- 5.A copy of the district's UCP
- 6.Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In each license-exempt CSPP classroom, In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted **in each license-exempt CSPP classroom in the district** notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to

obtain a form to file any complaint alleging noncompliance with those requirements. **For this purpose, the Superintendent or designee may download and post a notice available from the CDE web site.** (Education Code 8235.5; 5 CCR ~~4690~~ 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, **and shall contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint.** (Education Code 8235.5; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. **The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority.** (Education Code 8235.5; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves a limited-English-proficient student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the

Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

The following statements note how to file an appeal regarding State Preschool Health and Safety Issues in LEAs Exempt from Licensing:

- 1. A statement declaring that a complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint to the governing board of the local educational agency at a regularly scheduled hearing of the governing board or body, as applicable, of the LEA.**
- 2. A statement declaring that a complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of the district superintendent has the right to file an appeal to the State Superintendent of Public Instruction (SSPI) within 30 days of the date of the LEA Investigation Report.**
- 3. A statement declaring that a complainant shall comply with the appeal requirements of 5 CCR Section 4632.**
- 4. A statement declaring that the SSPI or his or her designee shall comply with the requirements of 5 CCR Section 4633 and shall provide a written LEA Investigation Report to the State Board of Education describing the basis for the complaint, the LEA's response to the state preschool health and safety issues pursuant to HSC Section 1596.7925 complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from the LEA's remedy.**

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints pursuant to HSC Section 1596.7925 , including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

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Policy Reference UPDATE Service

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December 14, 2021

Agenda Item: **18. GENERAL FUNCTIONS**

Agenda Item: **18.A. 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, 2022. Voting for nominees will occur in February 2022.

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 2022-2024 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. Maria Betancourt-Castañeda (National SD)
2. Eleanor Evans (Oceanside SD)
3. Humberto Gurmilan (San Ysidro SD)
4. Claudine Jones (Carlsbad USD)
5. Michael McQuary (San Diego USD)
6. Gee Wah Mok (Del Mar Union SD)
7. Tamara Otero (Cajun Valley Union SD)
8. Elva Salinas (Grossmont Union HSD)
9. Nicolas Segura (Sweetwater Union HSD)
10. Marla Strich (Encinitas Union ESD)
11. Cipriano Vargas (Vista USD)

Agenda Item: **19. EDUCATIONAL SERVICES**

Agenda Item: **19.A. Adopt Resolution #21-22.14 to authorize a Continued Funding Application and authorize a contract for California State Preschool Program for the Fiscal Year 2022-2023.**

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

Quick Summary / Abstract: In order to receive California State Preschool Program (CSPP) funds, the District is required on an annual basis to submit a Continued Funding Application (CFA). The District must also enter into an agreement annually with the California Department of Education (CDE).

In the past, these two actions were approved separately by the Board. This year CDE is requiring one action for both approvals. Adoption of this resolution satisfies this requirement.

Comments: Districts who plan to offer CSPP must submit this Board approved resolution to the California Department of Education on or before Friday, December 17, 2021.

Approval of this item will provide authorization and funds for preschool classes at eight National School District sites. State preschool revenue is contingent upon enrollment.

Recommended Motion: Adopt Resolution #21-22.14 to authorize a Continued Funding Application and authorize a contract for California State Preschool Program for the Fiscal Year 2022-2023.

Financial Impact: Revenue up to \$1,964,927
Additional staffing cost: \$0
Other costs: \$0
Annual revenue
State Preschool Funds

Attachments:
Resolution #21-22.14

National School District Resolution

21-22.14

AUTHORIZE PRESCHOOL CONTINUED FUNDING APPLICATION TO CONTRACT CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) BETWEEN THE NATIONAL SCHOOL DISTRICT AND THE CALIFORNIA STATE DEPARTMENT OF EDUCATION FOR THE FISCAL YEAR 2022-2023.

This resolution certifies the approval of the National School District Governing Board to enter into a contract with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the Fiscal Year 2022-2023.

WHEREAS, that the Governing Board of the National School District authorizes the submission of a Continued Funding Application for continued funding for the California State Preschool Program for the Fiscal Year 2022-2023 and,

WHEREAS, the Governing Board of the National School District authorizes entering into an agreement with the California Department of Education for the California State Preschool Program for the Fiscal Year 2022-2023.

BE IT RESOLVED, that the person who is listed below is authorized to sign the transactions for the Governing Board:

Leighangela Brady, Ed.D., Superintendent, National School District

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSTEIN:

ABSENT:

STATE OF CALIFORNIA)
SS)
COUNTY OF SAN DIEGO)

Resolution #21-22.14
December 14, 2021
Page 2

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

Secretary to the Governing Board

Agenda Item: **19.B. Approve the 2021-2022 School Plan for Student Achievement and Title I School Level Parent and Family Engagement Policy and Compact for Lincoln Acres, John Otis, Central, and Ira Harbison schools.**

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

Quick Summary / Abstract: California Education Code (EC) Section 64001(a), requires each school in a local education agency to create a consolidated plan required by funding programs into a single plan called the Single Plan for Student Achievement (SPSA).

The SPSA, including student achievement goals and proposed expenditures of funds allocated to the school, shall be developed, reviewed and updated annually, by the school site council (SSC), to support the school's improvement efforts and determine progress toward accomplishing the goals set forth in the plan.

The plan should align to the District LCAP goals and includes the following components: Vision and Mission, Student Performance Data Summary, Student Performance Data Findings and Conclusions, School Goals/Objectives for Improving Student Achievement, Action Plan, and Budget.

The SPSA including any subsequent revisions shall also be reviewed and approved by the local governing board of an LEA at a regularly scheduled meeting (EC Section 64001[g]).

Comments: School goals are based upon an analysis of verifiable State data and local measures of pupil achievement.

The School Site Council from each school analyzes available data on the academic performance of all students, including English learners, educationally disadvantaged students, gifted and talented students and students with exceptional needs.

The councils solicit input of the school community. Based upon this input, they establish performance improvement goals, actions, budget and monitoring.

The process of developing the plan is designed as a partnership between site staff and the School Site Council. The process of developing the following document is:

- Determine achievement needs based on data
- Gather stakeholder Input around needs area
- Develop goals aligned to District LCAP goals
- Plan budget around meeting goals ensuring alignment to funding rules
- Monitor goal progress

Once approved, school site SPSA and Title I School Level Parent and Family Engagement Policy and Compact will be posted to individual school websites. Copies of the school plans are also available in the office of the Assistant Superintendent, Educational Services.

Recommended
Motion:

Approve the 2021-2022 School Plan for Student Achievement and Title I School Level Parent and Family Engagement Policy and Compact for Lincoln Acres, John Otis, Central, and Ira Harbison schools.

Agenda Item: **19.C. Amend contract #CT3125 with SAVE-A-HEART to provide National School District staff CPR/AED/First Aid online training for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this amendment will allow National School District to update the SAVE-A-HEART contract #CT3125 to provide basic Cardiopulmonary resuscitation (CPR) training for all of our health care instructional assistants (IAs), office staff personnel, and certificated staff working with students with medical needs.

Typically, staff is trained and rotated on a bi-yearly basis; with half of the required staff receiving a two-year certification. Due to the school closures during COVID-19, all staff that were previously certified are now currently expired.

At the June 9, 2021 meeting, the Governing Board approved contract #CT3125 with SAVE-A-HEART at the annual rate of \$6,000. An additional \$6,420 is needed to train employees that were not trained last year or are new to National School District. The new contract total will be \$12,420.

Comments: Under CA Ed Code section 49423.5, it is a requirement that individuals providing specialized physical health care services must be trained in CPR.

SAVE-A-HEART provides National School District staff CPR/AED/First Aid online training. Each certification costs \$45.00.

Recommended Motion: Amend contract #CT3125 with SAVE-A-HEART to provide National School District staff CPR/AED/First Aid online training for the 2021-2022 school year.

Financial Impact: Amendment cost: Not to exceed \$6,420
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3125

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

Contract No. CT3125 (amended on 12/14/2021)

National School District Independent Contractor Agreement

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

<u>SAVE-A-HEART</u>		<u>2451 Night Star Court</u>
Contractor	Taxpayer ID Number	Mailing Address
<u>Alpine</u>	<u>CA</u>	<u>91901-1449</u> , hereinafter referred to as "Contractor."
City	State	Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. To provide National School District staff CPR/AED/First Aid online training for the 2021-2022 school year.

2. Term. Contractor shall commence providing services under this Agreement on July 1, 2021, and will diligently perform as required and complete performance by June 30, 2022.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed twelve thousand, four hundred and twenty Dollars (\$ 12,420.00). District shall pay Contractor according to the following terms and conditions: This contract amendment increases the original amount from \$6,000.00 to \$12,420.00

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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
N/A

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

8. Confidentiality and Use of Information.
 - (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.
9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue
 National City, CA 91950

For Contractor: 2451 Night Star Court
 Alpine, CA 91901-1449
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 9 day of June, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Arik Avanesyans
Typed or Printed Name

Assistant Superintendent, Business Services
Title

Board Approval Date: June 9, 2021

Board Amendment Approval Date: _____

Signature of Authorized Agent

Carla Anderson
Typed Name

Social Security or Taxpayer I. D. No.

619-445-4569
(Area Code) Telephone Number

Agenda Item: **19.D. Amend contract #CT3824 with Pediatric Therapy Associates to provide specialized academic instruction support and services during the 2021-2022 school year.**

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

Quick Summary / Abstract: At the June 9, 2021 meeting, the Governing Board approved the Pediatric Therapy Associates contract #CT3824 on the annual maintenance agreements and service contracts for the 2021-2022 school year at the annual rate of not to exceed \$26,000.

Due to unforeseen vacancies and quarantines caused by the pandemic, the approved Pediatric Therapy Associates contract amount is not sufficient to provide support and services required by student individualized education programs. To meet these needs, staff is seeking to increase this contract not to exceed \$125,000.

One-time pandemic funds designated for special education services will be used to cover this cost.

Comments: Approval of this amendment will provide National School District additional Resource Specialist Program (RSP) support and psychological services provided by Pediatric Therapy Associates. Additional RSP and school psychologist staffing is required to provide services to students due to unforeseen staff vacancies and prolonged staff leave of absences.

Recommended Motion: Amend contract #CT3824 with Pediatric Therapy Associates to provide specialized academic instruction support and services during the 2021-2022 school year.

Financial Impact: Amendment cost: Not to exceed to \$125,000 (amendment cost of \$99,000 from the original cost of \$26,000)
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund- Special Education ESSR one-time funds

Attachments:
CT3824

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

Contract No. _____ (amended on 12/14/2021)

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

Contractor Taxpayer ID Number Mailing Address
_____, 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. _____

2. Term. Contractor shall commence providing 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 according to the following terms and conditions: _____

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. 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:

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

8. Confidentiality and Use of Information.
- (a) Contractor shall advise District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend, and hold harmless, District against any action or claim brought by the copyright holder.
9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

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

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

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor; either directly or by independent contact, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result

from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue
 National City, CA 91950

For Contractor: _____

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this _____ day of _____, _____.

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

Board Amendment Approval Date: _____

01 . 00 } 6500 . 000 } 5001 } 2100 } 5800 . 000 } 022 }
Fund Res Goal Function Object Site

Contract No. CT3824

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

Pediatric Therapy Associates

14772-A Pipeline

Contractor

Taxpayer ID Number

Mailing Address

Chino Hills

CA

91709

, hereinafter referred to as "Contractor."

City

State

Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Provide specialized academic instruction support and services to National School District's Resource Specialist Program (RSP)

2. Term. Contractor shall commence providing services under this Agreement on April 29, 2021, 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 Twenty Six Thousand Dollars (\$ 26,000.00). District shall pay Contractor according to the following terms and conditions: N/A

December 14, 2021

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 the Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
 14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
 15. Fingerprinting Requirements. Contractor agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5
 16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
 17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
 18. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: 1500 N Avenue
National City, CA 91950

For Contractor: 14772-A Pipeline
Chino Hills, CA 91709

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 29 day of April, 2021.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Dr. Leighangela Brady
Signature of Authorized Agent

Harsha Rana
Signature of Authorized Agent

Leighangela Brady, ED.D.
Typed or Printed Name

Harsha Rana
Typed Name

Superintendent
Title

Social Security or Taxpayer I. D. No.

Board Approval Date: 4/28/21

(909) 606-0886
(Area Code) Telephone Number



Fee Schedule for Full Day School Site Based Services
Minimum eight (8) hour day applies

Service Description	Rate per hour
Occupational Therapy OTR/OTD	\$95.90
Physical Therapy RPT/DPT	\$95.90
Speech Language Pathologist SLP/Audiologist AUD	\$95.90
Speech Language Pathology Assistant SLPA	\$77.25
Board Certified Behavior Analyst BCBA	\$148.49
Behavioral Consultant ABA	\$95.90
Behavioral Aide	\$65.00
School Nurse RN, LVN	\$82.50
Nurse Aide CNA	\$65.00
Resource Service Provider RSP	\$82.50
School Counselor/ Guidance Counselor	\$82.50
Psychology Services Individual and Family	\$130.00
Special Education Teacher SAI	\$80.00
Adapted Physical Education APE	\$82.50
Visual Impairment Services VI	\$82.50
Deaf and Hard of Hearing DHH	\$82.50
Orientation and Mobility Services OM	\$80.00

Services rendered by the provider include direct student services and indirect services held at school location, which may include student progress reviews, meeting preparation and attendance. School district/agency is **NOT** required to reimburse additionally for travel mileage

Rates based on a full 8-hour workday at school sites for licensed therapists. There is an eight (8) hour minimum

** Local Educational Agency may not employ, contract, engage for hire or have business or service relationships with any therapy provider affiliated with Pediatric Therapy Associates. The Educational Agency understands that all proprietary and trade information, materials, operations and processes developed is the property of Pediatric Therapy Associates and will treat it confidential.

** Payments to be received in full within 30 days of receipt of invoice. Additional 15% fee compounded weekly on payments not received within 30 days. LEA responsible for all legal and collection costs if payment not received



Fee Schedule for Hourly Services
Applicable for clinic, in-person, online

Evaluations	Price	
Evaluation, Report and IEP one attendance up to 3 hours: OT, PT, Speech, Audiology, DHH, APE, ABA, Functional Behavioral Assessment	\$1,335	
Review of Records: OT, PT, Speech, Audiology, DHH, APE, ABA, Functional Behavioral Assessment	\$695	
Psychology Comprehensive Assessment and Report	\$1,935	
Interventions	Level 1	Level 2
Speech, Audiology, OT, PT (Individual session 60 min)	\$145 per hour	\$218 per hour
Psychology Interventions	\$145 per hour	\$218 per hour
Counseling and Guidance	\$125 per hour	\$188 per hour
Applied Behavior Analysis, BCBA led interventions	\$145 per hour	\$188 per hour
Resource Service Provider, SAI, Resource support, BIS, IIS	\$125 per hour	\$188 per hour
School Nurse RN, LVN	\$125 per hour	\$188 per hour
Deaf and Hard of Hearing DHH	\$125 per hour	\$188 per hour
Adapted Physical Education APE	\$125 per hour	\$188 per hour
Orientation and Mobility Services	\$125 per hour	\$188 per hour
Visual Impairment Services VI	\$125 per hour	\$188 per hour
Consultations, Meetings, Progress Reviews, Travel time for requested travel	Hourly rate of discipline	Hourly rate of discipline
Group Interventions (minimum 3 participants required)		
Handwriting Success program based on Handwriting Without tears	\$225 per 4 sessions	
Social Skills Group speech group builds social, pragmatic, language skills	\$225 per 4 sessions	
Integrated Listening Music and Movement improving learning skills and brain function	\$225 per 4 sessions	

** Missed appointments are charged at regular rate unless prior written notice of student's absence is received.
 ** Payments to be received in full within 30 days of receipt of invoice. Additional 15% fee compounded weekly on payments not received within 30 days. LEA responsible for all legal and collection costs if payment not received.

Agenda Item: **19.E. Approve contract #CT3909 agreement for disclosure and use of data between California Department of Health Care Services, National School District, and Practi-Cal, Inc. for purposes of the Local Education Agency Medi-Cal billing reimbursement program.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to data provided by California Department of Health Care Services (DHCS) for purposes of LEA Medi-Cal billing and reimbursement through the Practi-Cal, Inc. This contract is required for continued participation in the program.

Data sharing from DHCS is used to verify the Medi-Cal eligibility of students receiving services from National School District and for the processing by the District and Practi-cal, Inc. of claims for reimbursement for such services. The data accessed must be maintained by the District as supporting documentation for an audit of the Cost and Reimbursement Comparison Schedule report.

Comments: This agreement addresses the conditions under which the California Department of Health Care Services (DHCS) will disclose confidential data to the District and Practi-Cal, Inc.

There is no cost for this agreement. The term of this contract is from December 15, 2021 to June 30, 2024. No services will be rendered until approved by the National School District Board.

Recommended Motion: Approve contract #CT3909 agreement for disclosure and use of data between California Department of Health Care Services, National School District, and Practi-Cal, Inc. for purposes of the Local Education Agency Medi-Cal billing reimbursement program.

Financial Impact: None

Attachments:
CT3909

DEPARTMENT OF HEALTH CARE SERVICES

AGREEMENT FOR DISCLOSURE AND USE OF DHCS DATA

1. This Agreement addresses the conditions under which the California Department of Health Care Services (DHCS) will disclose and the [LEA] National School District and [Contractor] Practi-Cal, Inc. (User(s)) will obtain and use data match file(s) as set out in **Attachment A**. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 3 or the DHCS signatories to this Agreement shown in Section 22.
2. The parties mutually agree that the following named individuals are designated as “Custodians of the Files” on behalf of User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

(Name of Custodian of Files)

(Title/Component)

National School District
(LEA name)

1500 N Ave., National City, CA 91950
(LEA Address)

Victoria Rohl Spitsyn
(Name of Custodian of Files)

Owner
(Title/Component)

Practi-Cal, Inc.
(Contractor Company/Organization)

PO Box 98-1000, West Sacramento, CA 95798-1000
(Contractor Company Address)

3. The parties mutually agree that the following named individual will be designated as “point-of-contact” for the Agreement on behalf of DHCS.

California Department of Health Care Services
Local Governmental Financing Division, LEA BOP
Attn: Stephanie Magee
(916) 345-7885
LEA@dhcs.ca.gov

4. The parties mutually agree that the following specified Attachment is part of this Agreement:

Attachment A: LEA BOP Data Match File(s)
Attachment B: Certificate of Destruction of Confidential Data
Attachment C Part I: Custodianship Amendment to Data use Agreement
Attachment C Part II: Notification of Change to Custodian Information
Attachment C Part III: Additional Custodians of Files

5. The parties mutually agree, and in furnishing data match files hereunder DHCS relies upon such agreement, that such data match file(s) will be used solely for the following purposes:

Data match file(s) is released to [LEA] National School District and to [Contractor] Practi-Cal, Inc. on behalf of [LEA] National School District for the following purposes:

- a. The data match file(s) is used to verify the Medi-Cal eligibility of students receiving services from [LEA] National School District and for the processing by [LEA] National School District and [Contractor] Practi-Cal, Inc. of claims for reimbursement for such services. The data listed in Attachment A is the minimum amount needed for this purpose.
- b. The data match file(s) must be maintained by the LEAs as supporting documentation for an audit of the Cost and Reimbursement Comparison Schedule report.

6. Some of the data specified in this Agreement may constitute Protected Health Information (PHI) under federal law and/or personal information (PI) under state law.
 - a. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). User(s) agree(s) to provide the same, or greater, level of security to DHCS data that would be required if User(s) were a Covered Entity under HIPAA, regardless of whether User is or is not a Covered Entity.
 - b. User(s) agree(s) to comply with the privacy and security standards set forth in applicable State or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose DHCS data is covered under this Agreement. Examples of laws that provide additional and/or stricter privacy protections include but are not limited to the California Information Practices Act, Civil Code section 1798 – 1798.78 Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and Health and Safety code section 11845.5.
 - c. User(s) acknowledge that they must abide by all laws applicable to the privacy and disclosure of PHI and/or PI, and agree that User(s) will not use DHCS data for any purpose other than that stated in paragraph 5 of this Agreement. User(s) also acknowledge they will not use any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided for in this Agreement.

7. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
 - a. Breach shall have the meaning given to such term under HIPAA and the California Information Practices Act.
 - b. As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - c. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI or of other confidential data that is essential to the ongoing operation of User(s)’ organization and intended for internal use; or interference with system operations in an information system.

- d. Unsecured PHI shall have the meaning given to such term under HIPAA.
 - e. DHCS data means all data provided by DHCS pursuant to this Agreement as well as all data derived from such data, inclusive of de-identified data.
8. User(s) represent and warrant that, except as DHCS authorizes in writing, User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. User(s) agrees that, within User(s)' organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. User(s) shall not use the information to identify or contact any individuals.
9. User(s) shall not destroy the data match file any sooner than three years after the date of submission of the original or amended report by the User(s), whichever is later. Notwithstanding the aforementioned, User(s) shall not destroy the data match file until audit findings have been fully resolved. User(s) agree to submit the signed Certificate of Destruction of Confidential Data to DHCS within 30 days after completion of the audit process. User(s) shall destroy all electronic data match files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. User(s) shall certify the destruction of the file(s) in writing and send a copy of this certification to the DHCS point-of-contact listed in Section 3 within 30 days of the destruction. User(s) agree that no DHCS data, including but not limited to parts or copies thereof as well as files derived from DHCS data (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS point-of-contact listed in Section 3.
10. Safeguards and Security.
- a. User(s) shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of DHCS data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement.
 - b. User(s) shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.

- c. User(s) shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>, with information about the Cryptographic Module Validation Program under FIPS 140-2 available online at <https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2>. In addition, User(s) shall maintain, at a minimum, the most current industry standards for transmission and storage of DHCS data and other confidential information.
- d. User(s) shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which DHCS data may be used.
- e. User(s) shall ensure that all members of its workforce with access to DHCS data sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- f. User(s) shall, if applicable, notify the DHCS point of contact specified in Section 3 of the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- g. Subject to DHCS approval as required by Section 8, User(s) shall ensure that any agents, subcontractors, sub awardees, vendors or others (collectively, "agents") that use or disclose DHCS data on behalf of User(s) agree to the same restrictions and conditions that apply to User(s) with respect to DHCS data.

11. Breaches and Security Incidents

- a. User(s) shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:
 - i. User(s) shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of:
 - 1. Unsecured DHCS data if the DHCS data is reasonably believed to have been accessed or acquired by an unauthorized person;
 - 2. Any suspected security incident which risks unauthorized access to DHCS data;
 - 3. Any intrusion or unauthorized access, use or disclosure of DHCS data in violation of this Agreement; or
 - 4. Potential loss of DHCS data.

- ii. Notice shall be provided to the DHCS point-of-contact specified in Section 3. Notice shall also be provided to DHCS Privacy Office and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Privacy Office and Information Security Office information in Section 11.g.
- iii. Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

- b. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS data, User(s) shall take:
 - i. Prompt action to mitigate any risks or damages involved with the security incident or breach; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.
- c. User(s) shall immediately investigate such security incident or confidential breach.
- d. User(s) shall provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, User(s) shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove User(s)' determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and User(s)' corrective action plan.
 - i. If User(s) do(es) not complete a Final PIR within the ten (10) working day timeframe, User(s) shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

- e. If the cause of a breach is attributable to User(s) or User(s)' agents, User(s) shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and DHCS review and approval must be obtained before the notifications are made.
 - f. If the cause of a breach of DHCS data is attributable to User(s) or User(s)' agents, User(s) is/are responsible for all required reporting of the breach as required by applicable federal and state law.
 - g. DHCS Privacy Office and Information Security Office contact information:
 - i. Privacy Office, c/o Breach Reporting Unit, Enterprise Data and Information Management Division, Department of Health Care Services, P.O. Box 997413, MS 4722, Sacramento, CA 95899-7413; Email: incidents@dhcs.ca.gov.
 - ii. Information Security Office, P.O. Box 997413, MS 6400, Sacramento, CA 95899-7413; Email: incidents@dhcs.ca.gov.
12. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User(s) shall observe the following requirements:
- a. User(s) shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
 - b. User(s) shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
13. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Office in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.
14. User(s) acknowledge that penalties under HIPAA and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of DHCS data that is inconsistent with the terms of this Agreement.
15. Termination.

- a. This Agreement shall terminate three years after the date it is executed or upon the termination of a contractual relationship between [LEA] and [Contractor], whichever occurs first, and at that time all data provided by DHCS must be destroyed as set forth in Section 9, above, and a certificate of destruction sent to the DHCS point-of-contact specified in Section 3, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
 - b. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all DHCS data in accordance with Section 9, above.
 - c. The provisions of this Agreement governing the privacy and security of the DHCS data shall remain in effect until all DHCS data is destroyed or returned to DHCS.
16. Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
17. User(s) agree that additional data elements may not be added to Attachment A nor transferred from DHCS to User(s) without approval by, as applicable, DHCS's Data and Research Committee and the Committee for the Protection of Human Subjects.
18. This Agreement shall be binding on any and all successor(s)-in-interest of the Parties.
19. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
20. The Custodian(s), as named in Section 2, hereby acknowledges their appointment as Custodian(s) of the aforesaid file(s) on behalf of User(s), and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of User(s).

(Name of Custodian of File(s) - Typed or Printed)

(LEA Title/Component)

(Signature)

(Date)

Victoria Rohl Spitsyn

(Name of Custodian of File(s) - Typed or Printed)

Owner

(Contractor Title/Component)

Victoria Rohl Spitsyn

11/08/2021

(Signature)

21. On behalf of User(s), the undersigned individuals hereby attests that they are authorized to enter into this Agreement and agree to all the terms specified herein.

(Name - Typed or Printed)

(Title/Component)

National School District

(LEA Name)

1500 N Ave., National City, CA 91950

(LEA Address)

National City, CA 91950

(City/State/ZIP Code)

(Phone Number and E-Mail Address)

(Signature)

(Date)

Victoria Rohl Spitsyn

(Name - Typed or Printed)

Owner

(Contractor Title/Component)

Practi-Cal, Inc.

(Company/Organization)

PO Box 981000

CT3909

(Address)

West Sacramento, CA 95798-1000

(City/State/ZIP Code)

(916) 375-1707 vwr@help4schools.com

(Phone Number and E-Mail Address)



11/08/2021

(Signature)

22. On behalf of DHCS the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

(Name of DHCS Representative - Typed or Printed)

(Title/Component)

(Signature)

(Date)

Agenda Item: **19.F. Approve the purchase of a one year extended warranty for ASUS Chromebooks from CDW-G LLC.**

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

Quick Summary / Abstract: Approval of this contract will provide an extended manufacturer and accidental damage warranty for 2800 ASUS Chromebooks from January-December 2022. The current one year warranty that came with the original purchase expires on December 31, 2021.

The current warranty provides coverage for device maintenance, parts and repair providing the District coverage equivalent to approximately \$10,000 per month. Approval of this item will provide a one year extension of the warranty for maintenance, parts and repair of Chromebooks which will ensure technology access for every third through sixth grade student.

Recommended Motion: Approve the purchase of a one year extended warranty for ASUS Chromebooks from CDW-G LLC.

Financial Impact: Purchase cost: \$91,075.95
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund- Expanded Learning Opportunity Grant

Attachments:
CDW Quote

QUOTE CONFIRMATION



DEAR STEVEN ZIMMERLE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MLBH543	10/20/2021	SFW-1Y RPR CHRMBK ADH 0-599	1980518	\$91,075.95

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM Mfg. Part#: NEW-ITEM SFW-1Y RPR CHRMBK ADH 0-599 Contract: MARKET	2800	NEW-ITEM	\$29.91	\$83,748.00

PURCHASER BILLING INFO	SUBTOTAL	\$83,748.00
Billing Address: NATIONAL SCHOOL DISTRICT ACCTS PAYABLE 1500 N AVE NATIONAL CITY, CA 91950-4827 Phone: (619) 336-7783 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$7,327.95
	GRAND TOTAL	\$91,075.95
DELIVER TO	Please remit payments to:	
Shipping Address: NATIONAL SCHOOL DISTRICT WAREHOUSE 1300 E 14TH ST NATIONAL CITY, CA 91950-4900 Shipping Method: DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Jeff Polk	(866) 639-2816	jeffpol@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager
© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Agenda Item: **19.G. Approve contract #CT3911 with Edupoint to provide professional development training for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by Edupoint which hosts our Student Information System (SIS), Synergy.

These services will allow our technology department to set-up report cards in Synergy as well as manage the transition from the former system. The inclusive (all services and supports) per diem rate for this program is \$1,500 per day. The terms of this contract are from December 15, 2021 to June 8, 2022. No services will be rendered until approved by the Governing Board.

Comments: The report card creation training will occur virtually. The contract terms include eight hours of virtual report card creation training for members of our technology department and eight hours of virtual teacher training and setup of grade book and report cards in Synergy for a group of teachers who will pilot the new report card in the spring of 2022.

Recommended Motion: Approve contract #CT3911 with Edupoint to provide professional development training for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$3,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3911



1955 South Val Vista Drive, Suite 200
Mesa, Arizona 85204
Price Quote

Date: 12/2/2021
Quote Number: 2021122-1
School District: National School District
Wendy O'Connor
Director of Ed Services
1500 N Ave
National City, CA 91950
619-336-7500
woconnor@nsd.us

Statement of Work: Report Card Creation Training

- Train internal staff how to build/modify templates
- Train teachers how to implement new report cards

**Training will total 8 hours but will be scheduled in several sessions to be determined with the district and trainer

Date(s): To be completed by 1/31/2022
Specialist: Teresa Brady

Fee:	1 Day at \$1,500 per day	\$1,500
		\$1,500

Estimated completion date is dependent upon receipt of the signed quote no later than December 17, 2021.

If applicable, Sales Tax will be applied.
The District will be invoiced as services are performed.
The District will be responsible for all travel expenses incurred for service days. Travel services will be billed as incurred.
If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

A Purchase Order is needed along with this signed quote to proceed.

Acceptance

District Representative

Date

December 2, 2021

Edupoint Representative

Date

This quotation is valid for thirty (30) days, unless otherwise extended in writing by an authorized representative of Edupoint Educational Systems, LLC.

December 14, 2021



1955 South Val Vista Drive, Suite 200
Mesa, Arizona 85204
Price Quote

Date: 12/2/2021
Quote Number: 2021122-2
School District: National School District
Wendy O'Connor
Director of Ed Services
1500 N Ave
National City, CA 91950
619-336-7500
woconnor@nsd.us

Statement of Work: Remote Set Up of Grade Book/ Report Card Teacher Training
**Training will total 8 hours but will be scheduled in several sessions to be determined with the district and trainer

Date(s): To be completed by 2/24/2022
Specialist: Katie Shaw

Fee:	1 Day at \$1,500 per day	\$1,500
		\$1,500

Estimated completion date is dependent upon receipt of the signed quote no later than December 17, 2021.

If applicable, Sales Tax will be applied.
The District will be invoiced as services are performed.
The District will be responsible for all travel expenses incurred for service days. Travel services will be billed as incurred.
If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

A Purchase Order is needed along with this signed quote to proceed.

Acceptance

District Representative

Date

December 2, 2021

Edupoint Representative

Date

This quotation is valid for thirty (30) days, unless otherwise extended in writing by an authorized representative of Edupoint Educational Systems, LLC.

December 14, 2021

Agenda Item: **20. HUMAN RESOURCES**

Agenda Item: **20.A. Approve Memorandum of Understanding with the National City Elementary Teachers Association and National School District for negotiated impact and effects related to COVID-19 safety protocols and independent study due to COVID-19 for the 2021-2022 school year.**

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

Quick Summary / Abstract: The District and National City Elementary Teachers Association (NCETA) reached a tentative agreement regarding the impacts and effects related to COVID-19 safety protocols and AB 130 requirements for independent study instruction during the 2021-2022 school year.

Components of the tentative agreement include:

1. Safety and weekly testing requirement
2. Leaves of absence
3. Technology and materials
4. Evaluations
5. Short term independent study
6. Long-term independent study: Staffing, study class size, duty day

NCETA ratified the agreement on December 8, 2021.

Comments: All negotiated impacts and effects will be paid from one-time Expanded Learning Opportunity Grant funds.

Recommended Motion: Approve Memorandum of Understanding with the National City Elementary Teachers Association and National School District for negotiated impact and effects related to COVID-19 safety protocols and independent study due to COVID-19 for the 2021-2022 school year.

Attachments: Memorandum of Understanding: NCETA Safety and Independent Study 2021-2022

**MEMORANDUM OF UNDERSTANDING
BETWEEN
National School District
and
National City Elementary Teachers Association**

October 22, 2021

This Memorandum of Understanding is entered into by and between the National School District ("District") and the National City Elementary Teachers Association ("NCETA") concerning the negotiable impacts and effects related to COVID-19 safety protocols for the 2021-2022 school year.

Safety

The parties recognize that under Article 9 of the collective bargaining agreement ("CBA"), the District is already responsible for providing a clean and safe working environment in accordance with state and federal laws and regulations. The parties hereby affirm that this includes adherence to any mandates and recommendations set forth in current and any future schools guidance issued by the California Department of Public Health ("CDPH"), and the Emergency Temporary Standards issued by Cal/OSHA.

The District will publicize and regularly update its COVID-19 protocols on its main website. This currently includes its COVID-19 Safe Reopening Plan 2021-2022, Dashboard, Decision Tree, and Learning Continuity and Attendance Plan. The District will notify all unit members should it revise any of these protocols.

In addition, the District will regularly consult with NCETA regarding the status of its COVID-19 protocols, including if any protocols may change. This will include an opportunity for NCETA to negotiate impacts of changes to safety protocols if changes significantly affect operations at the school site.

Weekly Testing Requirement

Beginning October 15, 2021, all unit members must comply with the CDPH order *Vaccine Verification for Workers in Schools* ("Order"), dated August 11, 2021. For unit members who have not submitted sufficient proof that they are fully vaccinated and must submit to weekly testing, as specified in the Order, the District will offer free on-site testing as set forth in the attached document, *Asymptomatic Testing Schedule*. In addition, testing will be offered from 2:00 – 5:00 pm each Thursday at the District office.

Unit members subject to weekly testing under the Order are responsible for getting tested each week, during a time that will minimize interference with student instruction. Each unit member

December 14, 2021

must provide advance notification to their immediate supervisor of the time/date they will get tested each week. Unit members are encouraged to get tested during one of the free, onsite testing windows specified above.

In lieu of free onsite testing, unit members may choose to get tested by their own medical provider during non-work hours, so long as the test results are received by the District by no later than 5:00 pm on Friday of the testing week. Unit members who choose to get tested in this manner are responsible for all costs associated with the test.

The parties recognize that, under the current Order, there are no exceptions to the requirement that unit members be fully vaccinated or submit to weekly testing beginning October 15, 2021. As such, if the District does not receive an unvaccinated unit member's test results by 5:00 pm on Friday, the unit member will be out-of-compliance with the Order and, until compliance is achieved, will be ineligible to work. The District will take appropriate corrective steps to ensure prompt compliance.

Leaves of Absence

Unit members may access existing leave rights in the CBA for applicable reasons related to COVID-19. If a unit member is unable to report to work because they were exposed to a COVID-19 case, or have contracted COVID-19, as defined in the Cal/OSHA ETS, the unit member will be placed on paid administrative leave until such time as the required quarantine period has ended. When the exclusion from work due to COVID-19 is confirmed to be unrelated to a workplace exposure, the unit member will be entitled to use any applicable leaves outlined in the collective bargaining agreement.

All components of the current Collective Bargaining Agreement between the NCETA and District not addressed by the terms of this agreement shall remain in full effect. However, during the course of the COVID-19 Pandemic, the parties shall continue to meet and negotiate as needed regarding subjects within the mandatory scope of bargaining, as well as others subject to consultation, to the extent not already addressed by this agreement.

Given the fast-changing nature of this pandemic, either party reserves the right to demand to bargain should CDPH and/or San Diego County COVID-19 guidelines change, and those changes materially affect any of the provisions of this agreement.

It is agreed and understood that this agreement is subject to the approval of NCETA and the NSD Governing Board.


NATIONAL SCHOOL DISTRICT

10-22-21
DATED

Veronica Conte

NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

11-19-21
DATED

MEMORANDUM OF UNDERSTANDING
BETWEEN
National School District
and
National City Elementary Teachers Association

REGARDING INDEPENDENT STUDY DUE TO COVID-19 FOR THE 2021-2022 SCHOOL YEAR

November 16, 2021

This Memorandum of Understanding is agreed between the National School District ("District") and the National City Elementary Teachers Association ("NCETA"), collectively referred to hereinafter as "the parties", concerning the negotiable impacts and effects of AB 130 requirements for independent study instruction during the 2021-2022 school year.

1. Definitions

- A. "Long Term Independent Study" – This applies when the District permits students to voluntarily enroll in long term independent study for the 2021 - 2022 school-year. It allows a student to continue learning asynchronously and synchronously under the supervision of a teacher.
- B. "Short Term Independent Study" – This applies when the District permits a student to continue learning asynchronously under the supervision of their regularly assigned teacher when the student is unable to attend school for a limited period of time due to unique circumstances for up to 14 days.
- C. "Short Term Extended Independent Study" – This applies when the District permits a student to continue learning asynchronously and synchronously (in compliance with AB 130) under the supervision of their regularly assigned teacher when the student is unable to attend school for a limited period of time due to unique circumstances beyond a cumulative 14 days, but when the student intends to return to in-person instruction during the 2021-22 school year.
- D. "Asynchronous Instruction" – Defined as instruction or learning that is not presented in a live format. Including, but not limited to: pre-recorded lessons or videos, use of district approved instructional programs, email, and assignments students are able to work on independently.
- E. "Live Interaction" - means interaction between the pupil and NSD classified or certificated staff as defined in Education Code section 51745.5.

December 14, 2021

F. "Synchronous Instruction" means classroom-style instruction or designated small group or one-on-one instruction as defined in Education Code section 51745.5.

2. Technology & Materials

- A. The District shall provide each unit member with a District computer that can run video conferencing software and all programs and online programs/applications that are part of their curriculum and a webcam that functions with their computer. The computer will have a working microphone. It is the Unit member's responsibility to request any other needed equipment and/or support from the site administrator.
- B. The District shall ensure that all unit members have adequate tech support, and ensure that unit members do not need to perform tech support for students or families.
- C. Unit members may need to provide instructional materials for their students. The unit member and school site administrator and/or their designee shall work collaboratively to decide a reasonable and appropriate production timeline and delivery method.
- D. Unit members assigned to independent study students may use the following platforms for synchronous instruction and live interaction: Google Meet, Schoology or Presence Learning (special education only).

3. Evaluations

- A. Independent study for quarantined students shall not be considered as part of the evaluation for classroom teachers being evaluated. At the request of the classroom teacher, formal observations may be rescheduled if the observation was to occur on a day/class period when the teacher must provide synchronous instruction or live interaction.
- B. Unit members will not be held accountable for non participation of any independent study students.
- C. Unit members shall not be held responsible for technology problems that hinder access to virtual instruction. Unit members will notify the site administrator as soon as practically possible when technology issues prevent student access.
- D. No unit members providing virtual instruction will be recorded without consent.

4. Quarantines

The parties agree that unit members assigned to students who are (1) quarantined in relation to COVID-19 and (2) in either short-term independent study or short-term extended independent study student, will be subject to the following:

A. Quarantined Students (SHORT TERM INDEPENDENT STUDY)

- I. Unit members will be responsible for providing asynchronous work to short-term independent study students via Schoology-
- II. Unit members required to provide work for quarantined students in short term independent study will receive step 1/column 1 on the salary schedule, as provided in Article 15.6.D of the collective bargaining agreement, up to 2 hours per incident of quarantine, as compensation for increased workload.

B. Quarantined Students (Short-Term Extended Independent Study)

- I. In cases where a student(s) is quarantined beyond 14 days cumulative, and is entitled to instructional requirements of AB 130, the classroom teacher shall provide in person instruction for students physically in attendance, while providing synchronous instruction and live interaction for quarantined students subject to the following short-term extended independent study quarantine protocols.
 - a. Unit members will satisfy the synchronous instruction and live interaction requirements through Google Meet. The degree of synchronous instruction and live interaction is in the unit member's professional discretion, except that primary students (TK-3) must receive at least 30 minutes daily and upper grade students (4-6) must receive at least once weekly for 30 minutes.
 - b. The District shall inform students, and the parents/guardians of students that they are not allowed to record classroom teachers providing instruction under any circumstances without prior approval of the classroom teacher.
- II. Unit members will receive 1 hour daily of per diem pay for each day on which they provide synchronous instruction and live interaction as provided above.

5. Long-Term Independent Study

- A. The implementation of Long-term Independent Study shall be in compliance with state laws and guidelines and in alignment with the provisions of the CBA except where noted in this MOU. All students enrolled in long term independent study will receive daily synchronous and asynchronous instruction in accordance with AB 130 instructional minutes.
- B. Special education, related services, and any other services required by a pupil's individualized education program (IEP) will be provided by support providers assigned to Long Term Independent Study. Support providers may provide services synchronously or asynchronously as outlined in the IEP. Whenever possible, these services will not be provided during Independent Study synchronous instructional time. IEP's may continue

to be held virtually, unless in-person is requested by the parent or otherwise required by law.

- a. Retroactive to July 2021, and for the 2021-22 school year only, unit members who provide services and support to students enrolled in the home and hospital program shall be paid their per diem rate.

6. Staffing for Long Term Independent Study

- A. The District will determine long-term independent study staffing needs based on student enrollment.
- B. Independent study positions will be filled by unit members in accordance with Article 7, Transfers. The parties agree that these positions may be filled on an interim (temporary) basis, and need not be posted, as provided in Article 7.2.C.
- C. If the District is unable to fill a long-term independent study assignment with a unit member, the District may fill the assignment with a management employee as authorized under the Education Code.
- D. No bargaining unit member will be involuntarily assigned to or transferred to a long-term independent study assignment.

7. Long Term Independent Study Class Size/ Caseload

- A. Unit members' class sizes/caseload shall not exceed the limits outlined in Article 10 of the collective bargaining agreement.
- B. The District shall balance rosters/caseloads as outlined in Article 10 of the collective bargaining agreement.
- C. The parties acknowledge that the District may need to combine grade spans in long-term independent study. The District will make a reasonable effort to ensure grade spans are limited to K-3 and 4-6.

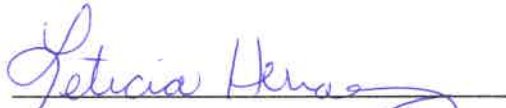
8. Long Term Independent Study Duty Day

- A. The parties agree work shall occur within the normal duty day as outlined in Article 6.2 of the Collective Bargaining Agreement (CBA).
- B. Unit members assigned to long-term independent study students will perform their duties in a classroom assigned by the District.

All components of the current Collective Bargaining Agreement between the NCETA and District not addressed by the terms of this agreement shall remain in full effect. However, during the course of the COVID-19 Pandemic, the parties shall continue to meet and negotiate as needed regarding subjects within the mandatory scope of bargaining, as well as others subject to consultation, to the extent not already addressed by this agreement.

Given the fast-changing nature of this pandemic, either party reserves the right to demand to bargain should CDPH and/or San Diego County COVID-19 guidelines change, and those changes materially affect any of the provisions of this agreement.

It is agreed and understood that this agreement is subject to the approval of NCETA and the NSD Governing Board.


NATIONAL SCHOOL DISTRICT

11/16/21
DATED


NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

11/16/21
DATED

Agenda Item: **20.B. Approve increased rate of pay for retired National School District certificated teacher substitutes.**

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

Quick Summary / Abstract: National School District is experiencing a shortage of substitute teachers. In order to retain retired certificated substitute teachers, National School District wishes to increase pay from \$185 to \$285 from December 15, 2021-June 30, 2022.

Recommended Motion: Approve increased rate of pay for retired National School District certificated teacher substitutes.

Financial Impact: Increase of \$100 for General Education, and Special Education classroom substitutes.
Ongoing Cost
General Fund

Agenda Item: **20.C. Authorize additional services with SWING Education for substitute services for the 2021-2022 school year.**

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

Quick Summary / Abstract: At the July 7, 2021 Board meeting, the Governing Board approved contract #CT3847 with SWING Education and the National School District to provide substitutes for professional development.

Since National School District is experiencing extreme certificated substitute shortages for sick leave and personal leave, staff is requesting SWING substitutes for additional absences beyond professional development.

National School District will only pay for services provided and invoiced.

Comments: Contracting with SWING Education will allow us to have substitutes for certificated staff for sick leave and personal leave when not covered by existing District substitutes.

Swing Education charges a 39% Service Fee based on the duty pay rates for a successful fill.

Inclusive rates:

-Long-term substitute rate: \$278.00

-Daily substitute rate: \$198.77

Recommended Motion: Authorize additional services with SWING Education for substitute services for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$150,000
Additional staffing cost: \$0
Other costs: \$0
One time Cost
General Fund- One-time ESSER III Funds

Attachments:
CT3847



Swing Education Platform & Services Agreement - Tutoring & Instructional Support

This **Platform & Services Agreement** (“Agreement”) is entered into on September 10, 2020 by and between Swing Education, Inc. (“Swing Education,” “we” or “us”) and the School(s) listed on the signature page (“School” or “you”). Swing Education agrees to provide you with access to the Swing Education Platform & Services (“Platform”), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals (“SwingSubs”) on the Swing Education website at www.swingeducation.com (“Website”), including for you to provide instructional support for Social Emotional Learning, English Learner, and Special Education.

The pricing information in this Agreement will apply for all SwingSubs starting August 1, 2020. This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though the SwingSubs are not party to this Agreement) when that SwingSub is enrolled on Swing Education’s payroll. Before such enrollment, the most recent Agreement signed by School and Swing Education will apply to such obligations and relationships, but will apply not to pricing, which will be controlled by this Agreement.

1. Services. Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post requests for SwingSub on the Platform, track and manage those requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California**
 - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub requests where a permit or credential is or is not required.
 - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill requests on the Platform. Swing Education does this by reviewing the results of the individual’s completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub’s status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling requests on the Platform if such changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
 - iii. **TB Test.** Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill requests on the Platform (according to this form, www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf).



- iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.
- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if such processes become impossible or impractical to carry out as described.
- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSub, other than that specified below. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Platform for Schools to post requests and for SwingSubs to review and accept those requests.
- (e) **Relationship with SwingSubs.** Swing Education withholds and pays payroll taxes with regard to SwingSub wages but does not exercise any control over their schedules. School issues work requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct feedback and information on the actions and performance of SwingSubs. Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above. The parties believe, and will operate with the understanding that, School is not a co-employer of the SwingSubs.

2. Acceptance of Appendix Terms. By signing this Agreement, you agree to the terms in any Appendix, including Appendix A: Standard Terms. You also agree to the Website Master Terms of Service and Privacy Policy (the “[Website Terms](#)”) available on the Swing Education website at www.swingeducation.com/tc, as well as the Privacy Policy, www.swingeducation.com/privacy.

3. Payments. Payments will be made to Swing Education according to the following:

- (a) **Work Requests & Daily Wage.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education to designate a “Daily Wage” or Wages for the SwingSubs, via the Platform and/or by separate communication with Swing Education, and/or as listed below. The “Half Daily Wage” is 50% of the Daily Rate. The Daily Wage applies to any Day over four (4) and no more than eight (8) hours (“Full Day”) and the Half Wage Rate applies to any Day of four (4) hours or less (“Half Day”). A “Long-Term Request” is a Request that exceeds 21 days. A “Short-Term” Request is a Request up to and including 21 days, and a “Long-Term” Request is a Request that exceeds 21 days. For a Long-Term Request, the minimum Daily Wage is \$200 for a SwingSub with a Teaching Credential and \$171 without a Teaching Credential.
- (b) **Service Fee & Amounts Due.** School will also pay Swing Education a Service Fee, which is a designated surcharge percentage of the Daily Wage. The “Estimated Daily Amount” is based on the Daily Wage or Half Daily Wage, plus the Service Fee, for each Day of the Request. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime or if the



SwingSubs is not given legally-required meal or rest breaks to arrive at “a Daily Adjusted Amount” for each Day of the Request, for which Swing Education will invoice School.

- (c) **Cancellation.** Request(s) accepted by a SwingSub, then canceled outside of 24 hrs of the initial work time, are not subject to any fees. If a Request is canceled less than 24 hrs from the initial work time, then the Amount Due will be subject to the Preliminary Amount Due for the first Day of the Request.
- (d) **Invoicing.** Payment for the services of a SwingSub will be made to Swing Education according to the following. Swing Education charges and invoices, according to one of these options: Option A - Payment Plan, which includes an initial balance and top-up amounts, and Option B - Pay As You Go, as outlined in Exhibit A: Payment Options.
- (e) **Deviations from Request.** While SwingSubs will be instructed to track their actual time worked, School must also inform Swing Education of any Work Deviations (from School’s point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.
- (f) **Invoice Disputes.** School must identify any invoice item Dispute to Swing Education within 14 days of the invoice by e-mailing support@swingeducation.com, in order to Dispute such invoice item. All known facts about the actual time worked shall be used in amending such invoice items.

4. Recruitment & Off-Platform Use. If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder’s fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination with Cause. If School wishes to provide an additional (bonus) wage to a SwingSub not related to a Request, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wage(s). For additional (bonus) wage(s) requested through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional 100% handling fee.

5. Term and Termination. Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.

- (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both parties. Failure to cure the breach after 30 days will allow the aggrieved party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved party.
- (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education



shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

7. Insurance. Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

- (a) Commercial General Liability insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate
- (b) Umbrella Liability insurance of \$2,000,000 Each Occurrence and in the Aggregate
- (c) Workers' Compensation insurance
- (d) Professional (Errors and Omissions) Liability insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of \$2,000,000 per claim
- (e) Sexual Abuse & Molestation insurance of \$1,000,000 per occurrence and \$3,000,000 in the aggregate

8. Limitation of Liability. Swing Education takes its verification responsibilities seriously, including all the verification listed in Section 1. However, our verification responsibilities are limited to the Services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) that party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve month period preceding the date a claim is first asserted.

9. Federal & State Mandated Obligations to SwingSubs Employees/Workers.

- (a) While Swing Education will be the only personnel employer of SwingSubs, not School in any capacity, School determines the schedules of SwingSubs. Therefore, School agrees to comply with federal and state labor laws.
- (b) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training. School will be responsible for all OSHA and other record keeping required by law.



- (c) School agrees to treat SwingSubs in a manner similar to employees with respect to any work situations which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites), including legally required safety and training, with particular attention to situations involving hazards beyond that of an ordinary classroom setting (e.g., science experiments, tools, machines). School shall indemnify and hold harmless Swing Education against any claims by a SwingSub or a third party as a result of School's breach of these obligations, except in case of a workers' compensation claim finding.

10. Third-Parties and Subsidiaries. School understands that Swing Education may use third-parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Michael Teng

Michael Teng
CEO

Date: _____

Email:
mike@swingeducation.com

Address:
700 S. Claremont Street
San Mateo, CA 94402

SCHOOL: National School District

A handwritten signature in blue ink, appearing to read "Arik Avanesyans", written over a horizontal line.

Name: Arik Avanesyans

Title: Assistant Superintendent Business Services

Date: July 8, 2021

Email: aavanesyans@nsd.us

Address: 1500 N Avenue, National City, CA 91950

Board Approval: July 7, 2021



Exhibit A: Payment Options

Swing Education charges a Service Fee or Fees set as a percentage of the Daily Wage or Half Daily Wage, according to one of the below options. Swing Education will invoice school on a periodic basis, no less than once a month.

Option A - Payment Plan. Under Option A, upon execution of this contract, Swing Education will Invoice the School a Top-Up Amount of \$0, or in the alternative, the Top-Up Amount defined in the Pilot Program (if offered), which the School will pay within 30 days. The Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as Requests are rendered. Once the School's Account Balance drops below the Minimum Balance of \$0, Swing Education will invoice the Top-Up Amount again. Under Option A, Swing Education will charge a 39% Service Fee for a Short-Term Request, and a 39% Service Fee for a Long-Term Request. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly. Swing Education reserves the right to change the Top-Up Amount based on running School usage, i.e., to approximately the dollar amount represented by the previous three months of active School usage (i.e., not including extended holidays). If the amount invoiced for an invoice period exceeds the Top-Up Amount or brings the Account Balance below zero, Swing Education can invoice School for the excess amount and/or the amount below zero, in addition to the Top-Up Amount.

XX Option B - Pay As You Go. Under Option B, upon execution of this contract, Swing Education will invoice the School for Amounts Due on a regular basis. School shall pay all amounts due under each invoice within 30 days of the invoice date. Under Option B, upon execution of this contract, Swing Education will not charge an initial Top-Up Amount. However, if both parties in the future consent to Option A, Swing Education will then invoice the School a Top-Up Amount as described under Option A above. Once the School's Account Balance drops below the Minimum Balance of \$0, Swing Education will invoice the Top-Up Amount again. Under Option B, Swing Education will charge a 44% Service Fee for a Short-Term Request, and a 44% Service Fee for a Long-Term Request. If the Top-Up Amount is not paid within 90 days, Swing Education reserves the right to immediately discontinue all services, or, in the alternative, to automatically switch the School to Option B, both with notice. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly.

Late Payments. Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, with notice (or, in the alternative, switch the School from Option A to Option B, if possible).



Appendix A: Standard Terms

1. FERPA Compliance. The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

- (a) You shall designate your selected SwingSub as an "other school official" under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and
- (b) You shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

2. Dispute Resolution. *Please read this section carefully. It is part of your contract with Swing Education and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

- (a) **Applicability of Arbitration Agreement.** *All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.*
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules")



shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from



submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

- (i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.
- (l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.
- (m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- (n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- (o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

3. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, either at the below or or as designated on the Signature Page.
 - i. Swing Education Address: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402, mike@swingeducation.com
 - ii. School Address: See Signature Page
- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



- (d) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (e) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (f) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (g) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (h) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (i) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.
- (j) **Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.
- (k) **Personnel Employer For Wages.** Swing Education shall be the personnel employer (similar to a professional employer organization) of SwingSubs for purposes of wages/payroll taxes and workers' compensation. Swing Education may also, in its discretion, provide health or other benefits to SwingSubs, even if not required by law.

Agenda Item: **20.D. Adopt Resolution #21-22.15 recognizing and celebrating Juneteenth Day of Observance.**

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

Quick Summary / Abstract: On Friday, June 18, 2021, President Biden signed federal legislation and issued a proclamation recognizing Juneteenth as the nation's newest holiday. Juneteenth Day of Observance, honors and celebrates June 19, 1865, wherein enslaved Americans in Galveston, Texas was informed that they were free, more than two years after President Lincoln signed the Emancipation Proclamation.

Education Code section 32770 states that public schools shall close on certain specified holidays that are appointed by the President or the Governor, unless it is a special or limited holiday and any other day designated as a holiday by the Governing Board of the school district.

Therefore, the Governing Board of National School District would appoint Juneteenth as a school holiday to be formally recognized and celebrated in 2021 and in future school years. The Superintendent or designee shall take all necessary measures to compensate any classified employee who worked on June 18, 2021.

Recommended Motion: Adopt Resolution #21-22.15 recognizing and celebrating Juneteenth Day of Observance.

Attachments:
Resolution #21-22.15

National School District Resolution

21-22.15

RESOLUTION RECOGNIZING AND CELEBRATING JUNETEENTH DAY OF OBSERVANCE

WHEREAS, Juneteenth Day of Observance ("Juneteenth") honors and celebrates June 19, 1865, wherein enslaved Americans in Galveston, Texas, were informed that they were free, more than two years after President Lincoln signed the Emancipation Proclamation;

WHEREAS, on Friday, June 18, 2021, President Biden signed federal legislation and issued a proclamation recognizing Juneteenth as the nation's newest national holiday;

WHEREAS, June 19, 2021 fell on a Saturday, and certain classified employees of the District worked on Friday, June 18, 2021, the same day as President Biden's proclamation;

WHEREAS, Education Code section 37220 states that public schools shall close on certain specified holidays; all days appointed by the President or Governor as a public fast, thanksgiving or holiday, unless it is a special or limited holiday; and any other day designated as a holiday by the governing board of the school district;

WHEREAS, Education Code section 45203 states that if a classified employee is required to work on such a holiday, the employee is entitled to be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay;

WHEREAS, Education Code section 45203 adds that when such a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed;

WHEREAS, the State of California has not to date amended Education Code section 37220 to include Juneteenth as a specified school holiday, nor has Governor Newsom to date appointed Juneteenth as a state holiday;

WHEREAS, the Board is committed to fostering a climate of equality, diversity and inclusion, including where the freedom of Black Americans is celebrated; and

WHEREAS, notwithstanding that the State of California has not yet taken action to make Juneteenth a school holiday, the Board desires to appoint Juneteenth as a holiday within the National School District.

Resolution #21-22.15
December 14, 2021
Page 2

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the National School District hereby appoints Juneteenth as a school holiday to be formally recognized and celebrated within the District beginning in 2021 and in future school years.

BE IT FURTHER RESOLVED that the Superintendent or designee shall take all necessary measures to compensate any classified employees who worked on June 18, 2021, as provided in Education Code section 45203.

PASSED AND ADOPTED as National School District Resolution #21-22.15 on this 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

Governing Board President

Agenda Item: **21. BUSINESS SERVICES**

Agenda Item: **21.A. Report on and approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2021. (Exhibit B)**

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

Quick Summary / Abstract: School districts are required to conduct a review of their Interim Reports in accordance with State adopted Criteria and Standards. In addition, AB 12 (Chapter 1213/91), which became effective January 1, 1992, requires each district to determine whether it can meet its financial commitments. The Superintendent certifies that such reviews have been conducted and a copy must accompany the Interim Report when it is submitted to the Governing Board for approval. After the Interim Report is approved, it is submitted to the San Diego to County Office of Education for review. Interim Financial Reports are required each fiscal year with effective dates of October 31 and January 31. The District is allowed 45 days from the effective date to report to the Board.

Comments: The Interim Report is designed to inform the Governing Board, public and other interested parties about the financial condition of the District. The information is used to process budget revisions necessary to reflect current and projected conditions and to provide a certification of the District's ability to meet its financial obligations. Itemized revisions reflect General Fund revenue and expenditure adjustments since the September 11, 2021 Budget Revisions.

FUND BALANCE RESERVES

The District meets the 3% minimum reserve required for economic uncertainties.

NEGOTIATIONS are currently settled with National City Elementary Teachers Association (NCETA) and California School Employees Association (CSEA) for the 2021-22 school year.

MULTIYEAR PROJECTIONS FOR 2021-22, 2022-23 and 2023-2024

Projections indicate that the cash and fund balances of the District, after cash borrowing, will be positive for the budget year and two subsequent years.

Recommended Motion: Report on and approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2021. (Exhibit B)

Attachments:
Exhibit B

Agenda Item: **21.B. Approve the District Annual Developer Fee Report for Fiscal Year 2020-2021.**

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

Quick Summary / Abstract: Pursuant to Government Code Sections 66006(b) and 66001(d) the District is required to prepare an Annual Report of the developer fees collected for residential and commercial development projects, which must be adopted by the Board of Education at a regularly-scheduled public meeting.

Recommended Motion: Approve the District Annual Developer Fee Report for Fiscal Year 2020-2021.

Financial Impact: Revenue dependent on residential development fees collected.

Attachments:
Developer Fee Report 2020-2021

**NATIONAL SCHOOL DISTRICT
ANNUAL DEVELOPER FEE REPORT
FOR FISCAL YEAR 2020-2021**

I. Introduction

This Annual Developer Fee Report for Fiscal Year 2020-2021 (“Report”) provides an annual accounting of school facilities fees collected by the National School District (“District”) during fiscal year 2020-2021 as required by Government Code Section 66006(b).

II. Description of School Facilities Fees in Capital Facilities Fund

The District collects school facilities fees from the owners of residential, commercial and industrial development projects to mitigate the costs of providing interim and permanent school facilities to students generated from such development projects. School facilities fees collected by the District consist of the following:

Fees collected pursuant to Education Code Section 17620 and Government Code Section 65995, referred to herein as Statutory School Fees, are currently in the amount of \$1.41 per square foot of residential development and \$0.22 per square foot of commercial and/or industrial development. These rates became effective on September 23, 2013.

The school facilities fees described in the Report do not include letters of credit, bonds, or other instruments to secure payment of school facilities fees at a later date.

III. Activity for Fiscal Year 2020-2021

Beginning Balance of the Capital Facilities Fund as of 7/1/20	\$ 1,680,217
Statutory School Fees Collected for Fiscal Year 2020-2021	\$ 128,753
Interest Earned on Capital Facilities Fund	\$ <u>24,138</u>
Total Capital Facilities Fund	\$ 1,833,108
Public Improvement Project Costs	\$ 0
Professional consulting services for the Residential and Commercial/Industrial Development School Fee Justification Studies	\$ <u>1,687</u>
Ending Balance of the Capital Facilities Fund as of 6/30/21	\$ 1,831,421

IV. Public Improvement Expenditure Listing

PUBLIC IMPROVEMENT PROJECT	AMOUNT OF EXPENDITURE
None	\$0

V. Planned Future Improvements

PUBLIC IMPROVEMENT PROJECT	LOCATION (S)	AMOUNT	ESTIMATED START DATE
None	None	None	None

VI. Description of Each Interfund Transfer or Loan Made from the Capital Facilities Fund and Description of Public Improvement on which the Transferred or Loaned Fees will be Expended

NONE

VII. Refunds Made Pursuant to Government Code Section 66001(e) and (f)

No refund of school facilities fees is required, as the District has not collected sufficient funds to complete the financing of necessary public improvements to accommodate students generated from new development.

Agenda Item: **21.C. Approve Educator Effectiveness Block Grant Plan for National School District.**

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

Quick Summary / Abstract: The Educator Effectiveness Block Grant (EEBG) is a program providing one-time funding to school districts to provide professional learning for teachers, administrators, paraprofessionals, and classified staff in order to promote educator equity, quality, and effectiveness.

Comments: As a condition of receiving funds for educator effectiveness, district shall develop and adopt a plan for expenditure of funds, which requires the plan to be explained in a public meeting of the Governing Board before its adoption in a subsequent meeting.

These plans were presented at a public hearing at the December 14, 2021 special Board meeting of the National School District.

Recommended Motion: Approve Educator Effectiveness Block Grant Plan for National School District.

Financial Impact: Restricted Revenue: \$ 1,199,594

Attachments:
Educator Effectiveness Block Grant (EEBG)

Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
National Elementary School District	Arik Avanesyans Assistant Superintendent of Business	avanesyans@nsd.us 619-336-7717

Total amount of funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
\$1,199,594	December 14, 2021	December 14, 2021

(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Provide literacies and content focused training on the California Science standards, History-Social Science Standards, Health Education Standards (with a particular focus on access strategies for English Learners and inclusive practices) to all certificated staff.		284,000	284,000	284,000	284,000	1,136,000.00
Provide training on National School District's adopted curriculum and resources aligned to new standards for the California Science standards, History-Social Science Standards, Health Education Standards						
Provide ongoing teacher coaching and extended day support for content standards and curriculum implementation to ensure equity and access for all students through effective classroom practices.						
Subtotal	0.00	284,000.00	284,000.00	284,000.00	284,000.00	1,136,000.00

(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Provide training on school safety, inclusive practices and equity and access strategies to promote students' sense of belonging and mattering.		63,594				63,594.00
Subtotal	0.00	63,594.00	0.00	0.00	0.00	63,594.00

Summary of Expenditures

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (2)	0.00	284,000.00	284,000.00	284,000.00	284,000.00	1,136,000.00
Subtotal Section (3)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (4)	0.00	63,594.00	0.00	0.00	0.00	63,594.00
Subtotal Section (5)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (7)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (8)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (9)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (10)	0.00	0.00	0.00	0.00	0.00	0.00
Totals by year	0.00	347,594.00	284,000.00	284,000.00	284,000.00	1,199,594.00

Total planned expenditures by the LEA:
1,199,594.00

Note:

Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

- specific purchases made;
- the number of the following educators who received professional development:
 - o Teachers;
 - o Administrators;
 - o Paraprofessional educators;
 - o Classified staff.

Agenda Item: **21.D. Approve updates to the Elementary and Secondary School Emergency Relief III (ESSER III) Expenditure Plan.**

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

Quick Summary / Abstract: The Board approved an ESSER III expenditure plan on October 27, 2021.

The new version of the expenditure plan has two changes:

1. The amount of ESSER III funds increased. The district will receive \$167,800 more in ESSER III funds than originally planned.

2. The details of the positions that will be funded through the ESSER III plan have been added to the plan, whereas the original plan had a lump sum amount.

Comments: School districts that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic.

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students

Recommended Motion: Approve updates to the Elementary and Secondary School Emergency Relief III (ESSER III) Expenditure Plan.

Attachments:
ESSER III Expenditure Plan

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
National School District	Arik Avanesyans, Assistant Superintendent Business Services	aavanesyans@nsd.us 619-336-7717

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Local Control Accountability Plan	https://ca02205759.schoolwires.net/Page/139

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$12,118,838

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	[\$ 0.00]
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$ 2,423,767
Use of Any Remaining Funds	\$ 9,695,071

Total ESSER III funds included in this plan

\$ 12,118,838

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Presentation and questions and answer opportunity for CSEA on October 12, 2021.

Presentation and questions and answer opportunity for Parents on October 20, 2021.

Presentation and questions and answer opportunity for NCETA on October 22, 2021.

A description of how the development of the plan was influenced by community input.

The plan was influenced by the community engagement that occurred in the development of the LCAP. Opportunities for questions were given to both unions and parents before adoption of the ESSER III plan.

Actions and Expenditures to Address Student Needs

The following is the LEA’s plan for using its ESSER III funds to meet students’ academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

[\$ 0.00]

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[\$ 0.00]
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[\$ 0.00]
[Plan, Goal #, Action #]	[Short title of the action]	[A description of the action]	[\$ 0.00]

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$2,423,767

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Local Control Accountability Plan, Goal 1, Action 4, Services 1-4	Targeted and Extended Day Support for School Sites for English Learners	<ul style="list-style-type: none"> a. School sites will provide targeted linguistic and academic interventions for English learners with particular focus on students at risk for being identified as long-term (LTEL) with the goal of reclassification prior to grade six. School sites will embed these in school and extended day academic supports into their School Plans for Student Achievement. b. Provide resources and instruction to increase literacy skills for LTEL as measured by lexile levels to meet base number in band range for grade level across all school sites embedded in School Plans for Student Achievement. 	\$ 1,200,000
Local Control Accountability Plan, Goal 2, Action 6, Services 6-7	Integrate extended learning opportunities for all students within NSD MTSS Framework.	<ul style="list-style-type: none"> a. Provided extended learning opportunities for students to accelerate learning by certificated staff and other learning support options at all school sites. Extended learning options may include but are not limited to summer school, intersession, after school/before school 	\$ 1,223,767

Use of Any Remaining Funds

A description of how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$ 9,695,071

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
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Fund existing positions to ensure continuity of services and continued employment during and after the pandemic.	<u>Position</u>	<u>FTE</u>	\$ 9,695,071
	Resource Teacher-Technology	1	
	Resource Teacher-Parent Engagement	1	
	Director Educational Services	1	
	Resource Teacher-District	1	
	Technology Services Supervisor	1	
	Lead I.A.-Lang. Assess. Ctr	0.606	
	Welfare And Attend. Specialist School	0.808	
	Counselor	5	
	Roving Teacher	10	
	Purchasing Supervisor	1	
	Custodial Supervisor	1	
Information Compliance Specialist	1		

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID-19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Local Control Accountability Plan, Goal 1, Action 4, Services 1-4 Utilizing Achieve 3000 and leveled literacy and language	Software programs dashboard, teacher feedback, vocabulary growth, universal screeners	Daily, weekly, monthly adaptive progress placement and data reporting, vocabulary target growth monitoring

development (Tier 1 intervention rating)		
Local Control Accountability Plan, Goal 2, Action 6, Services 6-7 Utilizing Achieve 3000 and leveled literacy and language development Tier 1 intervention rating)	Software programs dashboard, teacher feedback, vocabulary growth, universal screeners	Daily, weekly, monthly adaptive progress placement and data reporting

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fq/cr/arpact.asp>.

For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact LCFF@cde.ca.gov. For all other questions related to ESSER III, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
 - For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
 - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
 - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
 - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
 - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
 - For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;

- Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
 - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
 - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
 - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
 - Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;
- Note:** A definition of “underserved students” is provided in the Community Engagement section of the instructions.
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;

- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID-19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement “underserved students” include:
 - Students who are low-income;
 - Students who are English learners;
 - Students of color;
 - Students who are foster youth;

- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA’s local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of “meaningful consultation” with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA’s plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, “aspects” may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- Any other strategies or activities implemented with the LEA’s ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education’s Roadmap to Reopening Safely and Meeting All Students’ Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students’ academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA’s local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).

- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for

continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions’ progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

Agenda Item:

22. BOARD/CABINET COMMUNICATIONS

Agenda Item: **23. ADJOURNMENT**