



Governing Board Agenda

December 15, 2020

Welcome

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

Our Governance Team

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

Barbara Avalos, President

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

Maria Betancourt-Castañeda, Member

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

Leighangela Brady, Secretary

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

Brian Clapper, Clerk

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

Maria Dalla, Member

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

Alma Sarmiento, Member

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

This meeting may be recorded

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

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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



**NATIONAL
SCHOOL DISTRICT**

CORE VALUES



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

VISION

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



MISSION

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





REGULAR MEETING OF THE GOVERNING BOARD

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

meet.google.com/zvq-wmpf-gpy

To listen to the meeting, please call (US) +1 641-715-7019 PIN: 722 998 629#

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

stream.meet.google.com/stream/68559e18-f00d-4ec0-bd96-0a8038be5440

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

Tuesday, December 15, 2020

Open Session -- 6:00 p.m.

NOTICE

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

AGENDA

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

<https://forms.gle/PncUiheKPBWXAtu6A>

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Such matter(s) are 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. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. RECOGNITION OF SERVICE

4.A. Honor Ms. Barbara Avalos and Mr. Brian Clapper for their distinguished service as Board Members.

Dr. Leighangela
Brady, Superintendent

5. RECESS

6. OATH OF OFFICE

6.A. Administer Oath of Office for Ms. Michelle Gates and Ms. Rocina Lizarraga.

Dr. Leighangela
Brady, Superintendent

7. ANNUAL ORGANIZATIONAL MEETING

7.A. Election of Board President.

Dr. Leighangela
Brady, Superintendent

7.B. Election of Board Clerk.

Dr. Leighangela
Brady, Superintendent

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

Dr. Leighangela
Brady, Superintendent

7.D. Approve the National School District Governing Board meeting schedule for the 2021 calendar year.

Dr. Leighangela
Brady, Superintendent

8. RECESS

Dr. Leighangela
Brady, Superintendent

9. PRESENTATIONS

9.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10. PUBLIC COMMUNICATIONS

Board President

11. AGENDA

11.A. Accept Agenda.

Board President

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Board President

12.A. Minutes

12.A.I. Approve the minutes of the Special Board Meeting held on November 17, 2020.

Dr. Leighangela Brady, Superintendent

12.A.II. Approve the minutes of the Regular Board Meeting held on November 18, 2020.

Dr. Leighangela Brady, Superintendent

12.A.III. Approve the minutes of the Special Board Meeting held on December 9, 2020.

Dr. Leighangela Brady, Superintendent

12.B. Administration- None

Dr. Leighangela Brady, Superintendent

12.C. Human Resources

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

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

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

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

12.D. Educational Services- None

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

12.E. Business Services

Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

12.E.I. Adopt Resolution #20-21.28 to designate authorized representative to San Diego County Schools Fringe Benefits Consortium (FBC) for fringe benefits programs.

Dr. Lis Johnson, Interim Assistant Superintendent, Business Services

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

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

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

Dr. Leighangela
Brady, Superintendent

14. EDUCATIONAL SERVICES

14.A. Adopt Local Control and Accountability Plan Budget Overview for Parents for the 2020-2021 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Approve the South County Special Education Local Plan Area (SELPA) Local Plan for the 2020-2021 school year (Exhibit B).

Dr. Sharmila Kraft,
Assistant
Superintendent
Educational Services

14.C. Amend #CT3451 with National School District and Rady Children's Hospital- San Diego for the provision of health services.

Dr. Sharmila Kraft,
Assistant
Superintendent-
Educational Services

14.D. Approve contract #CT3738 with the San Diego County Superintendent of Schools to link the District's student information system to the Sacramento County Office of Education Foster Focus Data System.

Dr. Sharmila Kraft,
Assistant
Superintendent
Educational Services

14.E. Approve contract #CT3785 with S.T.A.R. Academy / Haynes Family of Programs to provide specialized academic instruction and speech and/or language therapy services for student #3713278.

Dr. Sharmila Kraft,
Assistant
Superintendent
Educational Services

14.F. Approve contract #CT3786 with Miriam Nenninger Enterprises to provide parent workshops for National School District families.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.G. Approve contract #CT3787 with MeBe Family Services to provide speech and language therapy services for student #3709544.

Dr. Sharmila Kraft,
Assistant
Superintendent
Educational Services

14.H. Amend contract #CT3788 (Exhibit C) memorandum of agreement between San Diego County Superintendent of Schools and National School District for the After School Education and Safety (ASES) 2020-2021 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15. HUMAN RESOURCES

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16. BUSINESS SERVICES

16.A. Presentation and approval of First Interim Financial Report (Exhibit D).

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

16.B. Approve Resolution #20.21-29 to identify the amount of budget reductions needed in 2021-22 and 2022-23.

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

16.C. Adopt Resolution #20-21.30 (Exhibit E) authorizing the borrowing of funds in 2020-21 for the issuance and sale of Tax and Revenue Anticipation Notes (TRANS); and authorizing participation in the SDCOE District TRANS program to execute all related application services.

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

16.D. Approve extension of contract CT3365 for two additional years with LogMeIn USA, Inc. (formerly Jive Communications).

Dr. Lis Johnson,
Interim Assistant
Superintendent,
Business Services

17. BOARD/CABINET COMMUNICATIONS

18. ADJOURNMENT

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

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

Agenda Item: **3. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Lis Johnson, Interim Assistant Superintendent- Business Services

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. RECOGNITION OF SERVICE**

Agenda Item: **4.A. Honor Ms. Barbara Avalos and Mr. Brian Clapper for their distinguished service as Board Members.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Ms. Avalos was first elected to the Governing Board in November 2008.

Abstract:

Mr. Clapper was first elected to the Governing Board in November 2012.

Agenda Item: **5. RECESS**

Agenda Item: **6. OATH OF OFFICE**

Agenda Item: **6.A. Administer Oath of Office for Ms. Michelle Gates and Ms. Rocina Lizarraga.**

Speaker: Dr. Leighangela Brady, Superintendent

Agenda Item: **7. ANNUAL ORGANIZATIONAL MEETING**

Agenda Item: **7.A. Election of Board President.**

Speaker: Dr. Leighangela Brady, Superintendent

Agenda Item: **7.B. Election of Board Clerk.**

Speaker: Dr. Leighangela Brady, Superintendent

Agenda Item: **7.C. Appointment of Secretary to the Governing Board:
Leighangela Brady, Ed.D., District Superintendent.**

Speaker: Dr. Leighangela Brady, Superintendent

Agenda Item: **7.D. Approve the National School District Governing Board meeting schedule for the 2021 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 2021 calendar year.

Attachments:
Meeting Schedule- 2021

NATIONAL SCHOOL DISTRICT

**GOVERNING BOARD MEETING SCHEDULE
2021**

DATES

January 27, 2021

February 10, 2021

February 24, 2021

March 10, 2021

April 14, 2021

April 28, 2021

May 12, 2021*

May 26, 2021*

June 9, 2021

June 23, 2021

July 7, 2021

August 11, 2021

August 25, 2021

September 8, 2021

October 13, 2021

October 27, 2021

November 10, 2021

December 14, 2021*

**All meetings will be held at the Administration Center, with the exception of May 12 and 26, 2021, which will be held at Rancho de la Nación School. All meetings will begin at 6:00 p.m.*

**Tuesday, December 14, to meet Organizational Meeting and First Period Interim Financial Report deadlines.*

Agenda Item: **8. RECESS**

Speaker: Dr. Leighangela Brady, Superintendent

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Introduce and welcome the new employees.**

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

Quick Summary / None

Abstract:

Attachments:

Introduce & Welcome

	Introduce & Welcome 12/15/20	
Name	Position	Location
Ileane Malfavon	Instructional Assistant – Special Education	District Office

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Board President

Quick Summary /
Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Members of the audience may address the Governing Board on items that are within the Board's subject matter jurisdiction. If you wish to address the Board, please submit a "Request for Oral Communications" form in the link provided below:

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Such matter(s) are 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. Any time limits may be waived by a majority vote of the Board.
No Board action can be taken.

Agenda Item: **11. AGENDA**
Agenda Item: **11.A. Accept Agenda.**
Speaker: Board President
Recommended Motion: Accept Agenda

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

Speaker: Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Special Board Meeting held on November 17, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Minutes- 11/17/20

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

November 17, 2020

4:30 PM

Virtual:

<https://drive.google.com/drive/folders/1vaX7ZSbAID-D4qEHSDQoBcJdCn8YfSBQ?usp=sharing>

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 4:36 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 4:37 p.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

4. PUBLIC COMMUNICATIONS

None

5. BUSINESS SERVICES

5.1. Award Contract #CT3784 for Bid #20-21-144 to C&M Motors, Inc. for the purchase of two refrigerated food transport trucks.

Motion Passed: Following discussion, award Contract #CT3784 for Bid #20-21-144 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

6. ADJOURN TO CLOSED SESSION

7. CLOSED SESSION

Closed session was held from 4:56 p.m. to 5:31 p.m.

8. ADJOURNMENT

The meeting was adjourned at 5:31 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.A.II. Approve the minutes of the Regular Board Meeting held on November 18, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes- 11/18/20

NATIONAL SCHOOL DISTRICT Minutes of the Regular Meeting GOVERNING BOARD

November 18, 2020
6:00 PM
Virtual

<https://drive.google.com/file/d/1dDMI4r0ptpMIdn8YbP-OOe1TYPUjaE9H/view?usp=sharing>

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 6:01 p.m.:

Present:

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

Mrs. Jocelyn Gomez took roll call.

4. INFORMATION

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

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

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

5. PUBLIC COMMUNICATIONS

None

6. AGENDA

6.A. Accept Agenda.

Motion Passed: Following discussion, acceptance of Agenda with the exception of item 10.D., passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

Per Board request, tabled agenda item 10.D. and will be brought forth at a future meeting.

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

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

7.A. Minutes

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

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

7.B. Administration

7.C. Human Resources

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

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

7.D. Educational Services

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

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

7.D.III. Amend contract #CT3636 Non-Public School Master Contract with AseLINE School for the 2020-2021 school year.

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

7.E. Business Services

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

8. GENERAL FUNCTIONS

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

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

8.B. Set date, time, and place of the Governing Board annual organizational meeting as December 15, 2020, 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 Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

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

Motion Failed: Following discussion, table item 8.C. for a future meeting failed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos
No Ms. Maria Betancourt-Castañeda
No Mr. Brian Clapper
No Ms. Maria Dalla
Yes Ms. Alma Sarmiento

Motion Failed: Nominate Maria Dalla as representative to the California School Boards Association (CSBA) Delegate Assembly from Region 17 (declined by Maria Dalla), motion was not voted on.

Motion Passed: Nominate Maria Betancourt-Castañeda as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

No Ms. Barbara Avalos
Yes Ms. Maria Betancourt-Castañeda
Yes Mr. Brian Clapper
Yes Ms. Maria Dalla
Yes Ms. Alma Sarmiento

Motion Passed: Nominate Barbara Ryan as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

Motion Passed: Nominate Sharon Whitehurst-Payne as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

Motion Passed: Nominate Richard Barrera as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

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

Motion Passed: Nominate Irene Lopez as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

Motion Passed: Nominate Darshana Patel as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

9. POLICIES, REGULATIONS, BYLAWS

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

Motion Passed: Adoption of Board Policies, Administrative Regulations and Exhibits passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

10. EDUCATIONAL SERVICES

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

Dr. Susan Fahey, Executive Director, Ms. Teresa Hart-Sanchez, Assistant Director, and Ms. Kathryn Culbertson, Instructional Lead/Coach, Integrity Charter School gave a presentation on the school's progress.

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

Motion Passed: Amendment of Individual Service Agreement #CT3703 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

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

Motion Passed: Approval for National School District to apply for the California Code of Regulations Title 5, Section 3043(d) waiver passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

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

Item tabled, will be presented at a future Board meeting.

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

Motion Passed: Approval of contract #CT3778 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

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

Motion Passed: Approval of contract #CT3780 passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

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

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

Motion Passed: Approval of contract #CT3781 passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

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

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

For the record, financial impact: LCAP Funds-Site allocated funds.

Motion Passed: Following discussion, approval of contract #CT3783 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

- No Ms. Barbara Avalos
- Yes Ms. Maria Betancourt-Castañeda
- Yes Mr. Brian Clapper
- Yes Ms. Maria Dalla
- No Ms. Alma Sarmiento

11. HUMAN RESOURCES

12. BUSINESS SERVICES

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

Motion Passed: Amendment of contract #CT3414 passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

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

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

Motion Passed: Approval of consultant contract #CT3777 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

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

Motion Passed: Adoption of Resolution #20-21.25 passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

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

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

Motion Passed: Following discussion, approval of agreement with Government Financial Strategies passed with a motion by Ms. Alma Sarmiento and a second by Mr. Brian Clapper.

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

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

Motion Passed: Following discussion, authorization to the Interim Assistant Superintendent of Business Services to advertise for Bid #20-21-194 passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

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

Motion Passed: Authorization for the Interim Assistant Superintendent of Business Services to advertise for Bid #20-21-195 passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

13. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento commented on how well things are moving along. She welcomed newly elected Board member, Ms. Michelle Gates to the meeting. She shared her positive experience with her grandson's distance learning and gave kudos to Ms. Tracey Bristow for her great work.

Ms. Betancourt-Castañeda welcomed everyone who attended the meeting this evening. She thanked Dr. Susan Fahey, Ms. Teresa Hart-Sanchez, and Ms. Kathryn Culbertson for their presentation on Integrity Charter School. She thanked staff for the work in the opening of academic support at the schools and shared she received positive comments from a parent regarding the process. She congratulated all the retirees accepted at this evening's meeting. She wished everyone a happy Thanksgiving.

Ms. Dalla gave her condolences to the Aceves family and shared they were colleagues when she worked at the District. She thanked all who attended the meeting this evening. She thanked Dr. Susan Fahey, Ms. Teresa Hart-Sanchez, and Ms. Kathryn Culbertson for their presentation on Integrity Charter School.

Mr. Clapper thanked Dr. Susan Fahey, Ms. Teresa Hart-Sanchez, and Ma. Kathryn Culbertson for their presentation on Integrity Charter School. He wished everyone a happy Thanksgiving.

Dr. Hernandez wished everyone a good night and a great week off for staff and students. She wished everyone a happy Thanksgiving.

Dr. Kraft thanked Dr. Susan Fahey, Ms. Teresa Hart-Sanchez, and Ms. Kathryn Culbertson for their presentation on Integrity Charter School. She thanked teachers as the academic supports begins and shared how great it is to witness the learning taking place through Schoology. She gave praise to the site principals on their hard work, coordination, and leadership in the launch of academic supports. She wished everyone a happy Thanksgiving.

Dr. Johnson thanked the Board for their support. She shared she visited several schools for the opening of academic support programs. She commented on the beautiful school gardens.

Dr. Brady shared that the Board and Executive Cabinet have an upcoming visit to Integrity Charter School on December 1, 2020. She asked the Board if they would like to visit schools or classrooms to please reach out to her for scheduling. She commended Dr. Hernandez and the negotiating teams for reaching tentative agreements with CSEA and NCETA. She shared that staff might want to schedule a Special Board meeting in the coming week to approve these agreements before the holiday. She wished everyone a happy Thanksgiving.

Ms. Avalos gave her condolences to the Aceves family and shared she attended the memorial services. She thanked Dr. Susan Fahey, Ms. Teresa Hart-Sanchez, and Ms. Kathryn Culbertson for their presentation on Integrity Charter School. She commented how impressed she is with the success of the meal distributions at the District Office. She thanked Dr. Johnson for returning to serve as Interim Assistant Superintendent. She wished everyone a good night and a happy Thanksgiving.

14. ADJOURNMENT

Board President, Barbara Avalos, adjourned the meeting at 8:58 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.A.III. Approve the minutes of the Special Board Meeting held on December 9, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Minutes- 12/9/20

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

December 09, 2020

3:00 PM

https://drive.google.com/drive/folders/liveSI7fS5_ewLgV9jkMgGpYR1QWM9N8E

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 3:00 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 3:05 p.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Alma Sarmiento

Absent:

Ms. Maria Dalla

Ms. Vanessa Ceseña took roll call.

4. PUBLIC COMMUNICATIONS

None

5. HUMAN RESOURCES

5.1. Approve Resolution #20-21.27 for a Classified Employee Retirement Incentive for the 2020-21 school year.

Motion Passed: Approval of Resolution #20-21.27 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

5.2. Approve the Tentative Agreement for the 2020-2021 school year between California School Employees Association and its Chapter 206 and the Governing Board of National School District.

Motion Passed: Approval of the Tentative Agreement with the National City Elementary Teachers Association passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

5.3. Approve the Tentative Agreement with the National City Elementary Teachers Association (NCETA) and Governing Board of National School District (NSD) regarding working conditions during the COVID-19 Pandemic during the 2020-2021 School Year (Hybrid Instruction).

Motion Passed: Following discussion, approval of tentative agreement with the National City Elementary Teachers Association passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

6. ADJOURNMENT

Board President, Barbara Avalos, adjourned the meeting at 3:22 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

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

Agenda Item: **12.C.I. Ratify/approve recommended actions in personnel activity list.**

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff recommendations

CERTIFICATED STAFF RECOMMENDATIONS
December 15, 2020

Name **Position** **Effective Date** **Placement** **Funding Source**

Employment

None				
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Temporary Employment

1. Christian De Vera	Impact Teacher 4 hours per day Not to exceed 130 days per year Palmer Way School	January 5, 2021 to June 9, 2021	Daily Impact Teacher Rate of \$164.47	School Site Funds
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS
December 15, 2020

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

2. Lydia Ferrer	Speech Language Pathology Assistant 6 hours per day 210 days per year District Office	December 17, 2020	Range 28, Step 1	General Fund
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Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

3. Elizabeth Vidrios	From Administrative Assistant-School at Lincoln Acres School to Administrative Assistant-Department/Program 8 hours per day 12 months per year Student Support Services District Office	January 4, 2021	Range 25, Step 1	General Fund
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Leave of Absence

4. Lorena Cardenas	Instructional Assistant-Health Care Palmer Way School	November 21, 2020 to June 9, 2021	Unpaid leave of absence	
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Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

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

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

Attachments:
Resignations/Retirements

Resignations 12/15/20			
Name	Position	Location	Effective Date
Viviana Mejia	Instructional Assistant -Special Education	Rancho de la Nación School	December 4, 2020

Retirements 12/15/20			
Name	Position	Location	Effective Date
None			

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

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

Quick Summary / Abstract: None

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

Agenda Item: **12.E.I. Adopt Resolution #20-21.28 to designate authorized representative to San Diego County Schools Fringe Benefits Consortium (FBC) for fringe benefits programs.**

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

Quick Summary / Abstract: Usually, the Assistant Superintendent of Business Services is the authorized representative to the Fringe Benefits Consortium. However, since this position is vacant, approving this resolution will allow the district to designate a representative. Leticia Hernandez, Assistant Superintendent Human Resources, is designated as the authorized representative of the Board of Trustees of National School District and Erina Cowart, Director of Finance, as the alternative representative to the San Diego County Schools Fringe Benefits Consortium.

Recommended Motion: Adopt Resolution #20-21.28 to designate authorized representative to San Diego County Schools Fringe Benefits Consortium (FBC) for fringe benefits programs.

Attachments:
Resolution #20-21.28

National School District Resolution

20-21.28

RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE TO SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM FOR FRINGE BENEFITS PROGRAMS

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

WHEREAS, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

WHEREAS, the National School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium requires that the Board of member districts designate and appoint an FBC representative.

NOW THEREFORE BE IT RESOLVED that Leticia Hernandez Ed.D., Assistant Superintendent, Human Resources is designated as the authorized representative(s) of the Board of Trustees of National School District, and Erina Cowart, Director of Finance as alternate representative(s), and are hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

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

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

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

Attachments:
Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

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

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Adopt Local Control and Accountability Plan Budget Overview for Parents for the 2020-2021 school year.**

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

Quick Summary / Abstract: In response to the COVID-19 pandemic, Senate Bill 98 established that the Local Control and Accountability Plan (LCAP) and annual update to the LCAP are not required for the 2020–21 school year.

In addition, SB 98 separates the development and adoption of the Budget Overview for Parents from the development and adoption of the LCAP for the 2020–21 school year. The Learning Continuity and Attendance Plan budget must also be included in the Budget Overview for Parents.

The legislation states that the Budget Overview for Parents be developed and adopted by December 15, 2020.

Recommended Motion: Adopt Local Control and Accountability Plan Budget Overview for Parents for the 2020-2021 school year.

Attachments:
LCFF Budget Overview for Parents

LCFF Budget Overview for Parents

LCFF Budget Overview for Parents Template

Local Educational Agency (LEA) Name: National School District

CDS Code: 37682210000000

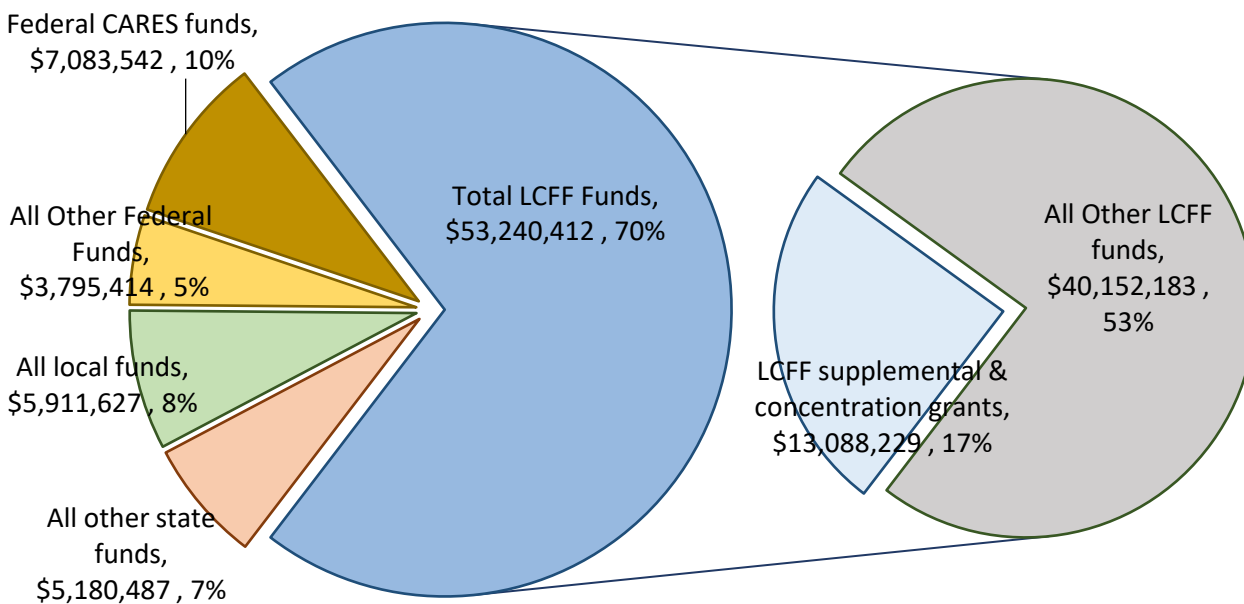
School Year: 2020-2021

LEA contact information: Sharmila Kraft, Ed.D., Asst. Supt. Educational Services

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2020-2021 School Year

Projected Revenue by Fund Source

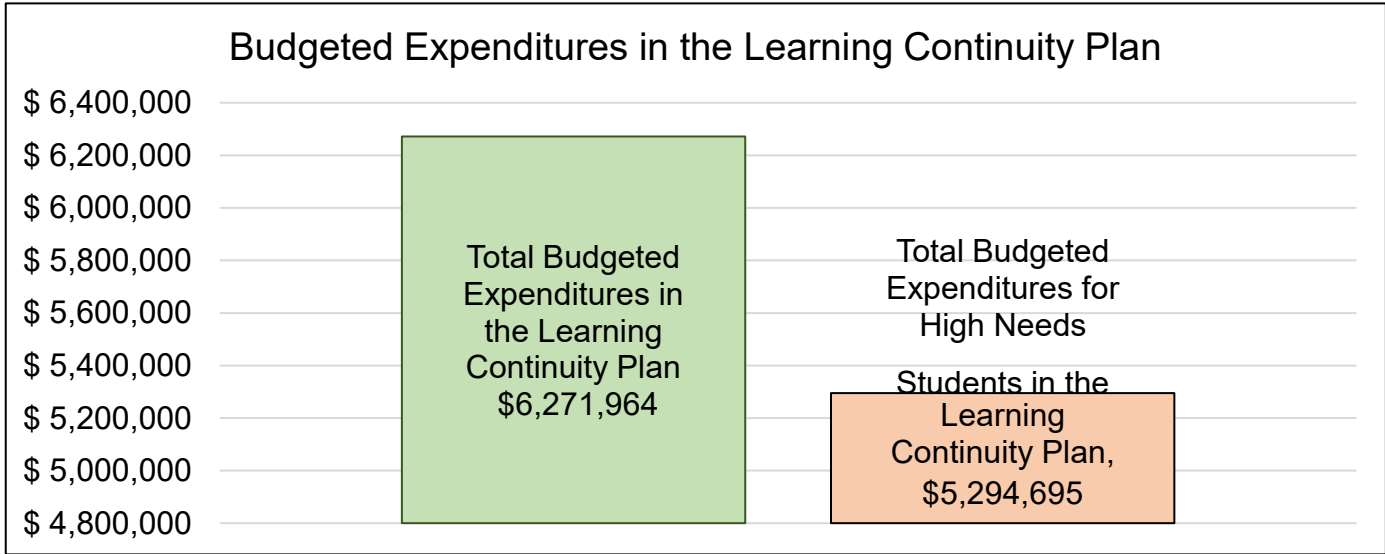


This chart shows the total general purpose revenue National School District expects to receive in the coming year from all sources.

The total revenue projected for National School District is \$75,211,482.00, of which \$53,240,412.00 is Local Control Funding Formula (LCFF) funds, \$5,180,487.00 is other state funds, \$5,911,627.00 is local funds, and \$10,878,956.00 is federal funds. Of the \$10,878,956.00 in federal funds, \$7,083,542.00 are federal CARES Act funds. Of the \$53,240,412.00 in LCFF Funds, \$13,088,229.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic. National School District's Learning Continuity Plan can be found on the District website www.nsd.us.



This chart provides a quick summary of how much National School District plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

National School District plans to spend \$78,012,022.00 for the 2020-2021 school year. Of that amount, \$6,271,964.00 is tied to actions/services in the Learning Continuity Plan and \$71,740,058.00 is not included in the Learning Continuity Plan.

General Fund Budget Expenditures for the 2020-2021 school year not included in the Learning Continuity and Attendance Plan included personnel salaries that provided direct services to students, instructional materials and supplies, and other operating expenses.

LCFF Budget Overview for Parents

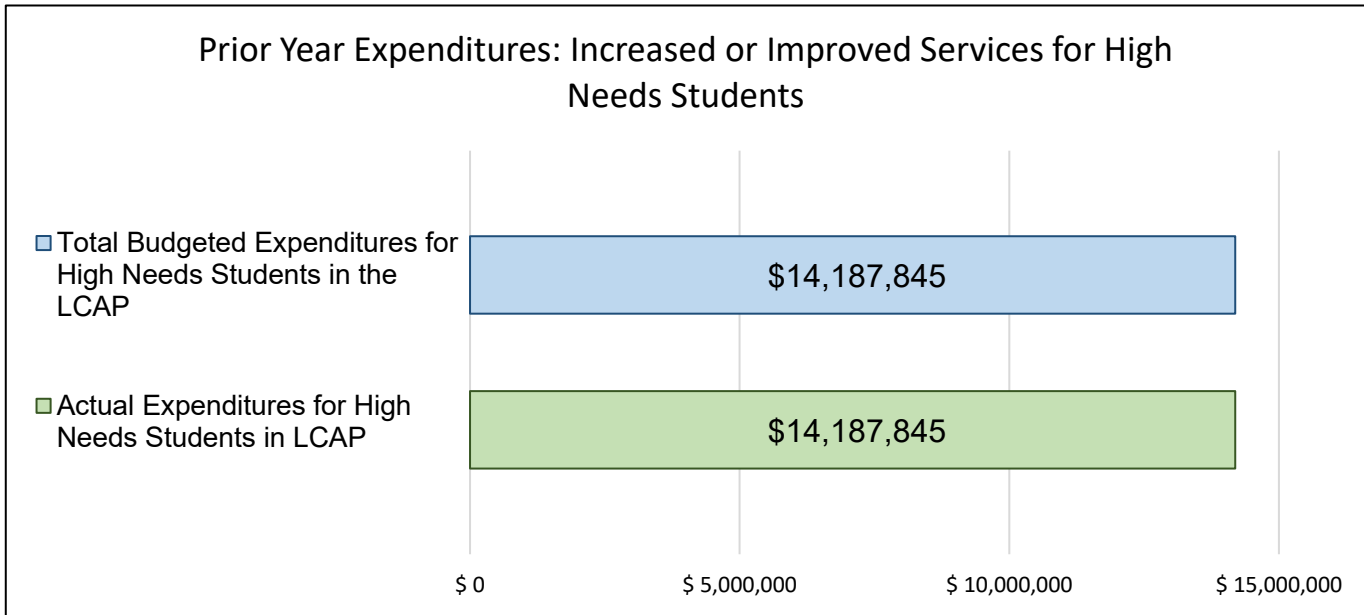
Increased or Improved Services for High Needs Students in in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-2021, National School District is projecting it will receive \$13,088,229.00 based on the enrollment of foster youth, English learner, and low-income students. National School District must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. National School District plans to spend \$5,294,695.00 towards meeting this requirement, as described in the Learning Continuity Plan. The additional improved services described in the plan include the following:

In 2020-2021, \$5,294,695 was budgeted for the National School District's Learning Continuity and Attendance Plan to increase or improve services for high needs students. The total allocated expenditures for supplemental concentration were \$13,088,229 for actions to increase or improve services for high needs students in 2020-2021. Due to the COVID-19 pandemic, National School District shifted planned expenses allocated for high needs students from planned in-person instruction to distance learning and the anticipated move to hybrid instruction. Those changes in included books and instructional materials, technology, software, connectivity, professional development for teachers and families, family emergency resources, online registration and increased language support for identified English learners and additional equipment to meet safety guidelines. These shifts continue to provide increased improved services for high needs students.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2019-2020



This chart compares what National School District budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what National School District actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-2020, National School District's LCAP budgeted \$14,187,845.00 for planned actions to increase or improve services for high needs students. Of this allocation, National School District expensed \$14,187,845.00 for actions to increase or improve services for high needs students in 2019-2020.

Agenda Item: **14.B. Approve the South County Special Education Local Plan Area (SELPA) Local Plan for the 2020-2021 school year (Exhibit B).**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: National School District participates in the South County Special Education Local Plan Area (SELPA). The State requires all SELPAs to establish and maintain a Local Plan. The Plan provides information from which funding is determined for the SELPA and the Districts that are served by the SELPA.

Approval by Local School Boards served by the SELPA is the first level of approval required, after which the County Superintendent of Schools and the State School Board must approve the Local Plan.

Comments: Policies and procedures that define the way that the South County SELPA operates shall be maintained on file at the SELPA Office with copies in each LEA (district). Each LEA shall supplement the Local Plan, SELPA polices and SELPA procedures with its own policies and procedures, such as parent and teacher handbooks. The SELPA and LEAs must be in compliance with all state and federal special education laws.

Recommended Motion: Approve the South County Special Education Local Plan Area (SELPA) Local Plan for the 2020-2021 school year (Exhibit B).

Attachments:
Exhibit B

Agenda Item: **14.C. Amend #CT3451 with National School District and Rady Children's Hospital- San Diego for the provision of health services.**

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

Quick Summary / Abstract: On August 12, 2020 approved #CT3451 with National School District and Rady Children's Hospital- San Diego on August 12, 2020. The District contracts with Rady Children's Hospital for the provision of student health services.

As a result of the COVID-19 pandemic, additional services include but are not limited to COVID-19 health screenings, contact tracing, reporting, and caring for students in isolation suspected of a positive COVID-19 diagnosis or exposure.

In order to maintain these much-needed services, we recommend adding temporary differential pay in the amount of \$1.50 per hour for these employees. To implement the pay differential the District would enter into a contract amendment with Rady Children's Hospital.

Comments: The District has experienced a loss of qualified health care providers to other school districts. The District would like to provide a temporary pay increase of \$1.50 per hour in an effort to retain these qualified workers and ensure a safe school environment for the most critical students coming onto campus at this time. The \$1.50 per hour increase would apply to all service providers from Rady's supporting the District at this time: nurse practitioner, credentialed school nurses, 2 registered nurses and 7 school health assistants. The temporary pay differential would discontinue at the end of the 2020-2021 school year.

The total cost if this addition is in place until the end of the 2020-2021 school year will be \$25,910.

Recommended Motion: Amend #CT3451 with National School District and Rady Children's Hospital- San Diego for the provision of health services.

Financial Impact: Contract cost: \$25,910
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund- LCAP

Attachments:
CT3451 Amendment

AMENDMENT TO
AGREEMENT BETWEEN
NATIONAL SCHOOL DISTRICT AND
RADY CHILDREN'S HOSPITAL - SAN DIEGO
FOR THE PROVISION OF STUDENT HEALTH SERVICES

This AMENDMENT is made and entered into by and between National School District, located in National City, San Diego (“District”), and Rady Children's Hospital - San Diego, a not-for-profit corporation, located at 3020 Children's Way, San Diego, California 92123 (“Rady Children’s”), to the Agreement between Parties for provision of student health services to the District from November 2017 through June 2020.

WHEREAS, the District has a critical need for a student health team, including a Nurse Practitioner, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants to provide student health services in the District’s pre-school and elementary schools;

WHEREAS, Rady Children’s employs a health team, including a Nurse Practitioner, a Credentialed School Nurse, two Registered Nurses, and School Health Assistants, experienced in the field of pediatric care in a school setting;

WHEREAS, the impact of COVID-19 has caused a significant strain on health care providers;

WHEREAS, the District is experiencing attrition among health care providers and is concerned about retaining qualified health care providers to serve the District's most vulnerable population, who are currently coming to campus for in-person educational services;

WHEREAS, the District desires to provide a temporary pay stipend of \$1.50 per hour through the end of the 2020-2021 school year to the Rady's student health team in an effort to retain qualified health care providers; and

THEREFORE, it is agreed:

The Agreement between the Parties for provision of student health services to the District from November 2017 through June 2020 is amended to reflect a temporary pay differential for Rady's student health services employees.

Specifically, Exhibit B to the Agreement is amended to increase hourly pay for Rady's student health services employees by \$1.50 per hour.

The fiscal impact of this temporary pay differential is \$_____.

This temporary pay differential shall terminate at the end of National School District's 2020-2021 school year.

IN WITNESS WHEREOF, the Parties have caused their proper and duly authorized officers to execute and deliver this Amendment. Such execution may be subject to approval or ratification by the Governing Board of the parties.

RADY CHILDREN'S HOSPITAL -
SAN DIEGO

DATE

DR. LEIGHANGELA BRADY
NATIONAL SCHOOL DISTRICT

DATE

Approved or ratified by the District Governing Board on: _____

Agenda Item: **14.D. Approve contract #CT3738 with the San Diego County Superintendent of Schools to link the District's student information system to the Sacramento County Office of Education Foster Focus Data System.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: Six county school districts, including National School District, were awarded the Neighborhood Reinvestment Grant to fund the FOSTER FOCUS Information Program. This program provides a unified database to safeguard the educational information of K-12 students placed in the foster care system.

Comments: Frequent school moves are one risk factor threatening the education outcomes of youth in foster care. As a child moves from school to school, documents can be delayed or become lost, resulting in inappropriate course or grade level placement, due to incomplete credit records, missing test scores or missing individualized education program (IEP) documents.

The San Diego County Office of Education will assist the District in complying with the responsibilities imposed by the state legislature regarding the proper and timely transfer of educational records between schools of pupils in foster care and the related state mandated data reporting requirements by linking the District's student information systems to the Sacramento County Office of Education's FOSTER FOCUS data system.

The term of this agreement is five (5) years, ending on June 30, 2025.

Recommended Motion: Approve contract #CT3738 with the San Diego County Superintendent of Schools to link the District's student information system to the Sacramento County Office of Education Foster Focus Data System.

Financial Impact: There is no cost to National School District for the first year (San Diego County Office of Education shall use the Neighborhood Reinvestment Program funds for the initial linking an amount up to \$5,000).

Contract cost: Beginning the second year, National School District will pay the San Diego County Office of Education \$500 annually.

Additional staffing costs: \$0

Other costs: \$0

Annual cost

General Fund

Attachments:
CT3738

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

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

1. PURPOSE & SCOPE.

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

A. RESPONSIBILITIES UNDER THIS MOU

SDCSS agrees to undertake the following activities:

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

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

DISTRICT shall undertake the following activities:

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

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

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

3. COMPENSATION. The Contract cost shall be

Year 1

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

Year 2 and all subsequent years linking district data

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

4. TERMINATION.

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

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

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

6. Confidentiality & Security Obligations.

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

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

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

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

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

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

9. GOVERNING LAW/VENUE. In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

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

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

12. CONTACTINFORMATION

SDCSS

Mindy Kukich

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

619-683-9340 x33033

mkukich@sdcoe.net

DISTRICT

Janna Piper, M.S., CCC-SLP

1400 N Ave, National City, CA 91950

619-336-7748

jpiper@nsd.us

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

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

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

NATIONAL SCHOOL DISTRICT

By (Authorized Signature)

Michael Simonson

By (Authorized Signature)

Dr. Leighangela Brady

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Name (Type or Print)

Superintendent

Title

Title

Date

Date

Agenda Item: **14.E. Approve contract #CT3785 with S.T.A.R. Academy / Haynes Family of Programs to provide specialized academic instruction and speech and/or language therapy services for student #3713278.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: Approval of this item will allow National School District to meet the required provisions for specialized academic services and speech and language services for student #3713278.

Comments: Contract terms from December 16, 2020 to May 31, 2022.

Recommended Motion: Approve contract #CT3785 with S.T.A.R. Academy / Haynes Family of Programs to provide specialized academic instruction and speech-language therapy services as compensatory educational services for student #3713278.

Financial Impact: Contract cost: Not to exceed \$2,725
Additional staffing cost: \$0
Other costs: \$0
One-time cost
General Fund

Attachments:
CT3785

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

Contract No. CT3785

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

S.T.A.R. Academy / Haynes Programs

PO Box 400

Contractor

Taxpayer ID Number

Mailing Address

La Verne

CA

91750

, hereinafter referred to as "Contractor."

City

State

Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Contractor will provide specialized academic instruction and speech and/or language therapy as compensatory education for student #3713278. Approved up to \$2,725 and provided before May 31, 2022.
2. Term. Contractor shall commence providing services under this Agreement on December 16, 2020, and will diligently perform as required and complete performance by May 31, 2022.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed two thousand seven hundred twenty-five Dollars (\$2,725.00). District shall pay Contractor according to the following terms and conditions: Upon receipt of a detailed monthly invoice provided by the contractor.

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:
NA
-

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:
NA
-

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

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

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

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

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

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

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

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

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

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|--|
| For District: | 1500 N Avenue
National City, CA 91950 |
| For Contractor: | <u>PO Box 400</u>
<u>La Verne, CA 91750</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 16 day of December, 2020.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Lis Johnson, Ed.D.
Typed or Printed Name

Interim Asst. Superintendent, Business
Title

Board Approval Date: 12/15/2020

Signature of Authorized Agent

Daniel Maydeck, CEO
Typed Name

Social Security or Taxpayer I. D. No.

909-593-2581 ext. 243
(Area Code) Telephone Number

Agenda Item: **14.F. Approve contract #CT3786 with Miriam Nenninger Enterprises to provide parent workshops for National School District families.**

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

Quick Summary / Abstract: Approval of #CT3786 will allow National School District to offer four-two hour parent workshops in January and February 2021. The workshops will be in Spanish and topics will include:

- Me first, if I'm doing okay my kids will be okay (Mental health within parents).
- When you scream I can't hear you, mom!
- The fighting and yelling between children. Puts me in a bad mood, What do I do?
- The effects of social media has on the mental health of our children.

The workshops will presented virtually on the following days:

January 27, 2021
February 3, 2021
February 10, 2021
February 17, 2021

Comments: Miriam Nenninger's services focuses on providing life training strategies to parents that promote emotional health, effective family communication, acceptance, and love. Ms. Nenninger is a Psychologist, Marriage & Family Therapist, and certified "Life Coach."

Recommended Motion: Approve contract #CT3786 with Miriam Nenninger Enterprises to provide parent workshops for National School District families.

Financial Impact: Contract cost: \$2,000 (\$500 per workshop)
Additional staffing cost: \$0
Other costs: \$0
One-time cost
General Fund-LCAP

Attachments:
CT3786

[01 . 00] [0980 . 360] [8100] [5000] [5800 . 000] [020]
Fund Res Goal Function Object Site

Contract No. CT3786

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

Miriam Nenninger Enterprises

Contractor	Taxpayer ID Number	Mailing Address
Chula Vista	CA 91915	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:

- Vendor will provide four (4) two-hour virtual parent workshops. Workshops will be in Spanish. (1) Me first, If I'm doing okay my kids will be okay (mental health within parents). (2) When you scream I can't hear you, mom! (3) The fighting and yelling between children puts me in a bad mood. What do I do? (4) The effects of Tik Tok or Instagram has on the mental health of our children.
- Term. Contractor shall commence providing services under this Agreement on January 27, 2021, and will diligently perform as required and complete performance by February 17, 2021.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two Thousand Dollars (\$2,000.00). District shall pay Contractor according to the following terms and conditions: Vendor will submit an invoice for payment. \$500 per workshop.

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:
NA
-

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:
NA
-

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

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

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

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

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

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

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

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

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

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|---|
| For District: | 1500 N Avenue
National City, CA 91950 |
| For Contractor: | <u>Miriam Nenninger Enterprises</u>
<u>Chula Vista, CA 91915</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 16 day of December, 2020.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Lis Johnson, Ed.D.

Typed or Printed Name

Typed Name

Interim Asst. Superintendent - Business

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: 12/15/2020

(Area Code) Telephone Number

Agenda Item: **14.G. Approve contract #CT3787 with MeBe Family Services to provide speech and language therapy services for student #3709544.**

Speaker: Dr. Sharmila Kraft, Assistant Superintendent Educational Services

Quick Summary / Abstract: Approval of this contract will allow National School District to provide speech and language therapy services from MeBe Family Services for student #3709544.

Recommended Motion: Approve contract #CT3787 with MeBe Family Services to provide speech and language services for student #3709544.

Financial Impact: Contract cost: Not to exceed \$1,200
Additional staffing cost: \$0
Other costs: \$0
One-time cost
General Fund

Attachments:
CT3787

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

Contract No. _____

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

Agenda Item: **14.H. Amend contract #CT3788 (Exhibit C) memorandum of agreement between San Diego County Superintendent of Schools and National School District for the After School Education and Safety (ASES) 2020-2021 school year.**

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

Quick Summary / Abstract: The current Memorandum of Agreement (MOA) with San Diego County Office of Education and National School District for the After School Education and Safety (ASES) grant was approved on listed on the annual maintenance list and approved on May 27, 2020 for \$1,892,196.38.

The new grant amount for FY 2020-2021 is \$2,051,140.89 minus a 2% County administrative fee of \$41,022.82.

National School District will receive a total of \$2,010,118.07 for an increase revenue to the District of \$117,921.69.

Recommended Motion: Amend contract #CT3788 (Exhibit C) memorandum of agreement between San Diego County Superintendent of Schools and National School District for the After School Education and Safety (ASES) 2020-2021 school year.

Financial Impact: Contract cost: Revenue \$2,010,118.07
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund/Grant

Attachments:
Exhibit C

Agenda Item: **15. HUMAN RESOURCES**

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

Quick Summary / None

Abstract:

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Presentation and approval of First Interim Financial Report (Exhibit D).**

Speaker: Dr. Lis Johnson, Interim 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. Interim financial reports are required each fiscal year as a part of the budget cycle. The First Interim report is to be approved by the Governing Board by December 15. The Superintendent certifies that such reviews have been conducted and a copy of the presentation, and SACS data 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 County Office of Education for review.

Comments: The report is designed to inform the Governing Board, public and other interested parties about the financial condition of the District. 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 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.

Multiyear projections for 2020-21, 2021-2022, and 2022-2023 indicate that reductions presented by Administration are required in the multiyear in order to mitigate declining enrollment and reduced state revenue apportionments in order to eliminate on-going deficit spending, maintain a minimum 3% reserve budgetary balance and achieve a positive certification.

The District currently meets the 3% minimum reserve required for economic uncertainties in the First Interim Report as presented.

Recommended Motion: Presentation and approval of First Interim Financial Report (Exhibit D).

Attachments:
Exhibit D

Agenda Item: **16.B. Approve Resolution #20.21-29 to identify the amount of budget reductions needed in 2021-22 and 2022-23.**

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

Quick Summary / Abstract: Administration requests approval of this resolution which confirms the Governing Boards commitment for budget reductions in the multiyear 2021-2022 and 2022-2023, summarized in the previous agenda item.

Comments: Governing Board approval of the resolution is important to ensure a positive certification and to maintain the District's 3% minimum reserve.

Recommended Motion: Approve Resolution #20.21-29 to identify the amount of budget reductions needed in 2021-22 and 2022-23.

Attachments:
Resolution #20-21.29

National School District

Resolution

#20-21.29

RESOLUTION TO IDENTIFY THE AMOUNT OF BUDGET REDUCTIONS NEEDED IN 2021-22 AND 2022-23.

WHEREAS, the Board of Education has a fiduciary duty to meet its financial obligations in the current fiscal year and two subsequent fiscal years pursuant to Education Code 42127; and

WHEREAS, for 2021-22 and 2022-23, it is projected that the district will need to implement expenditure reductions of \$4,252,000.00 and \$805,000.00 respectively; and

WHEREAS, while these actions must be taken to maintain the fiscal stability of the district, the Board of Education will continue to make every effort to sustain a high quality education program for our students; and

NOW, THEREFORE, BE IT RESOLVED, if the fiscal condition does not improve, the district will implement at least \$4,252,000.00 in expenditure reductions in 2021-22 and \$800,000.00 in reductions in 2022-23. This resolution becomes supplemental to the district's 2020-21 First Interim Budget.

PASSED AND ADOPTED by the Governing Board on _____ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **16.C. Adopt Resolution #20-21.30 (Exhibit E) authorizing the borrowing of funds in 2020-21 for the issuance and sale of Tax and Revenue Anticipation Notes (TRANS); and authorizing participation in the SDCOE District TRANS program to execute all related application services.**

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

Quick Summary / Abstract: Approval of this resolution will allow National School District to apply for a TRANS loan to borrow funds necessary to address revenue shortages due to State apportionment deferrals. The total TRANS loan will not exceed \$10,000,000 and will be paid back in full within a year of issuance. This Resolution does not commit the district to the loan; it only authorizes the application.

This resolution (Exhibit E) and accompanying documentation (Exhibit F) will enable National School District to participate in a borrowing pool along with other districts seeking TRANS loans allowing for a collective application and better rates.

Comments: TRANS are short-term borrowing mechanisms authorized under Section 53850 of the California Government Code and can be used to provide funding for District expenditures. The rationale for seeking a TRANS is because the State of California is deferring Principal Apportionments (P-1) to school districts in 2020-2021 and paying the deferrals in the following fiscal year (2021-2022).

The deferrals for 2020-2021 include: February: 53% deferral, March: 82% deferral, April: 82% deferral, May:82% deferral, June: 100% deferral. These deferrals of monthly apportionments will dramatically reduce the average monthly cash flow balance for the district necessitating a loan to cover payroll and other operating expenses.

On November 18, 2020, the Governing Board approved a consultant to assist with all aspects of applying for this TRANS. This resolution is the first step to apply for a TRANS loan. Final approval of the TRANS loan will be required by the Governing Board at a future date.

Recommended Motion: Adopt Resolution #20-21.30 (Exhibit E) authorizing the borrowing of funds in 2020-21 for the issuance and sale of Tax and Revenue Anticipation Notes (TRANS); and authorizing participation in the SDCOE District TRANS program to execute all related application services.

Attachments:
Exhibit E
Exhibit F

Agenda Item: **16.D. Approve extension of contract CT3365 for two additional years with LogMeIn USA, Inc. (formerly Jive Communications).**

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

Quick Summary / Abstract: Approval of extension of contract CT3365 will allow National School District to continue using LogMeIn USA, Inc. (formerly Jive Communications) voice telecommunication service.

This 2-year contract (\$7,997.40 monthly; \$191,937.40 total value of contract) will allow for continuous Telecommunications – Hosted VoIP Services for National School District from November 30, 2020 through November 30, 2022. The attached LogMeIn USA, Inc. order form is the extension, and incorporates Contract CT3365 in the Supplemental Terms. Although the dates on the agreement are back-dated to begin November 30, 2020, no formal agreement has been signed with LogMeIn USA, Inc., to date.

Comments: Voice over Internet Protocol (VoIP), is a technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line.

Prior to 2019, a percentage of the telecommunications – hosted VoIP services were funded by eRate; however, in 2019, voice services no longer met eligibility for eRate funding.

This purchase will be made with money budgeted for technology needs.

Recommended Motion: Approve extension of contract CT3365 with LogMeIn USA, Inc. (formerly Jive Communications) to provide voice telecommunication services for 2020-2022.

Financial Impact: Contract cost: \$191,937.40 (2-year total cost)
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3365



LogMeIn USA, Inc.
333 Summer Street
Boston, MA 02210

ORDER FORM

CONTACT INFORMATION.

Customer: National Elementary School District Address: 1500 N Ave, National City, CA United States, 91950 Main Contact: Yousuf Hussain Email: yhussain@nsd.us Phone: (619) 336-7500 VAT/TVA/ABN Number:	LogMeIn Representative: Name: Rob Johnson Email: rob.johnson@logmein.com Phone: (626) 513-0105 Fax: QUOTE OR OID #: Q-339764 UID #: CN-568071-1409 Opp ID #: 2005055009887 Quote Date: 11-30-2020 Quote Expiration Date: 11-30-2020
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BILLING INFORMATION.

Payment Method: Invoice

AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO LOGMEIN, YOU CONFIRM THIS IS AN ORDER FOR THE LMI SERVICE(S) LISTED HEREIN AND AGREE TO THE [TERMS OF SERVICE https://www.logmeininc.com/legal/terms-and-conditions](https://www.logmeininc.com/legal/terms-and-conditions) WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

- This Order is governed by your previously executed contract terms, including any LogMeIn order forms issued thereunder, with LogMeIn or its affiliates. Such terms shall incorporate our current [Service Descriptions](#) and [Contracting Entities](#) table, each available on our website.

Purchase Order Process:
 If the order is in excess of 25K USD, or this order's currency equivalent, LogMeIn requires a PO with the executed order in the name of the contracting entity noted above. Please complete:
Require a PO?
Requires a PO, see below:
 Customer PO#: _____ PO Expiration Date (if applicable): _____

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: National Elementary School District Signature: _____ Name: _____ Title: _____ Date: _____	If Billing Contact is different than above, please provide: Billing Address: Billing/Invoicing Contact: Telephone: Email: Customer Authorized Signatory
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The dates shown are based on the date the quote was created by the rep and these dates will adjust based on the date the contract is signed			
Service Start Date	11-30-2020	Billing Start Date	11-30-2020
Number of Free Months	0	First Invoice Date	12-01-2020
Contract End Date	11-30-2022		

MONTHLY TOTALS:						
Name	Contract Terms (Months)	Quantity	MSRP	Discount	Jive Price	Total Price
GoToConnect powered by Jive	24	225	USD 19.95	USD 3.45	USD 16.50	USD 3,712.50
Interconnected VoIP, Low Usage - Monthly Charge	24	365	USD 12.95	USD 5.00	USD 7.95	USD 2,901.75
Voice - Standard DID - Monthly Charge	24	1812	USD 5.00	USD 4.75	USD 0.25	USD 453.00
Taxes and Fees:						USD 930.15
TOTAL AMOUNT:						USD 7,997.40

ENHANCED AUDIO SERVICES			
Audio Services ¹	Location of Originating Call	Toll Free Rate ² (Per Minute)	Call Me ² (Per Minute)
Supplemental Terms	¹ Enhanced Audio Services are billed monthly in arrears. Any change to the Enhanced Audio Services purchased hereunder are effective as of your next billing cycle. ² The rates specified above are for the locations listed. All other calls will be billed based on the current regional standard rates set forth in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice. We reserve the right to revise the rates set forth above once per year at any time after the Initial Term and upon 30 days' prior written notice.		

ENHANCED AUDIO SERVICES			
Audio Services ^{1,3}	Location of Originating Call	Toll Free Rate ² (Per Minute)	Call Me ² (Per Minute)
Supplemental Terms	¹ Enhanced Audio Services are billed monthly in arrears. Any change to the Enhanced Audio Services purchased hereunder are effective as of your next billing cycle. ² The rates specified above are for the locations listed. All other calls will be billed based on the current regional standard rates set forth in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice. We reserve the right to revise the rates set forth above once per year at any time after the Initial Term and upon 30 days' prior written notice. ³ Your per minute usage of the Audio Service will be applied against your Fee Commitment charge, and any additional usage in a month will be at the rates specified. For the first two (2) billing cycles of your first purchase of Audio Services, the Fee Commitment will be waived and you will pay only for actual minutes used during that period ("Ramp Up Period").		

ENHANCED AUDIO SERVICES		
Audio Services ¹	Location of Originating Call	Toll Free Rate ² (Per Minute)

Supplemental Terms	<p>¹ Enhanced Audio Services are billed monthly in arrears. Any change to the Enhanced Audio Services purchased hereunder are effective as of your next billing cycle.</p> <p>² The rates specified above are for the locations listed. All other calls will be billed based on the current regional standard rates set forth in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice. We reserve the right to revise the rates set forth above once per year at any time after the Initial Term and upon 30 days' prior written notice.</p>
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AUDIO SERVICES: In the Americas, LogMeIn Audio, LLC and Grasshopper Group, LLC are the telecommunications providers for Audio Services, and are responsible for the rates and terms thereof.

Audio Service²	Location of Originating Call	Toll Free Rate^{1,3} (Per Minute)	Toll Rate¹ (Per Minute)

Supplemental Terms	<p>¹ The rates specified above are for the locations indicated. All other calls will be billed based on the current regional standard rates set forth in the administration center and/or My Account page of the Customer portal. Standard rates are subject to change without notice. We reserve the right to revise the rates set forth above once per year at any time after the Initial Term and upon 30 days' prior written notice.</p> <p>² Your per minute usage of the Audio Service will be applied against your Fee Commitment charge, and any additional usage in a month will be at the rates specified. For the first two (2) billing cycles of your first purchase of Audio Services, the Fee Commitment will be waived and you will pay only for actual minutes used during that period ("<u>Ramp Up Period</u>").</p> <p>³ Any Join.me+Toll Free services are calculated and billed independently of other Audio Services.</p>
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Agenda Item:

17. BOARD/CABINET COMMUNICATIONS

Agenda Item: **18. ADJOURNMENT**