



# Governing Board Agenda

## January 19, 2022

### Welcome

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

### Our Governance Team

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

#### **Maria Betancourt-Castañeda, Board President**

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

#### **Leighangela Brady, Secretary**

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

#### **Maria Dalla, Board Member**

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

#### **Michelle Gates, Board Member**

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

#### **Rocina Lizarraga, Board Member**

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

#### **Alma Sarmiento, Board Clerk**

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

### This meeting may be recorded

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

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

## Meeting Conduct

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

## Speaking to the Board

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

## Compliance with Americans with Disabilities Act

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

## Translation Services

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

## Equal Opportunity Employer

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





## REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, January 19, 2022

Closed Session -- 3:45 p.m.

Open Session -- 6:00 p.m.

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

[https://youtu.be/tsdEAOm\\_TUE](https://youtu.be/tsdEAOm_TUE)

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

### AGENDA

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

**NATIONAL SCHOOL DISTRICT**

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

*Creating Successful Learners... Now*

**1. CALL TO ORDER**

**2. CLOSED SESSION ROLL CALL**

**3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS**

Ms. Maria Betancourt-  
Castañeda,  
Board President

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

**4. CLOSED SESSION - 3:45 P.M.**

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

Three Cases

OAH#2021100858

OAH#2021120774

OAH#2021100891

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

Title: Superintendent

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

Title: Principal

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

**5. ADJOURN TO CLOSED SESSION**

**6. RETURN TO OPEN SESSION**

**7. CALL TO ORDER**

**8. PLEDGE OF ALLEGIANCE**

**9. OPEN SESSION ROLL CALL**

**10. PRESENTATIONS**

**10.A.** Superintendent's mid-year presentation on National School District progress. Dr. Leighangela Brady, Superintendent

**10.B.** Introduce and welcome the new employees. Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

**10.C.** Neighborhood Homeless Shelter Presentation. Dr. Leighangela Brady, Superintendent

## **11. PUBLIC COMMUNICATIONS**

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

Ms. Maria Betancourt-Castañeda,  
Board President

## **12. AGENDA**

**12.A.** Accept Agenda.

Ms. Maria Betancourt-Castañeda,  
Board President

## **13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

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

Ms. Maria Betancourt-Castañeda,  
Board President

### **13.A. Minutes**

**13.A.I.** Approve the minutes of the Special Board Meeting held on December 14, 2021.

Dr. Leighangela Brady, Superintendent

**13.A.II.** Approve the minutes of the Regular Board Meeting held on December 14, 2021.

Dr. Leighangela Brady, Superintendent

**13.B. Administration**

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

Dr. Leighangela Brady, Superintendent

**13.C. Human Resources**

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

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

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

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

**13.D. Educational Services - None**

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**13.E. Business Services**

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

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

**14. GENERAL FUNCTIONS**

**14.A.** Adjust monthly stipend for Governing Board Members.

Dr. Leighangela Brady, Superintendent

**14.B.** Amend Employment Agreement with Leighangela Brady, Ed.D., Superintendent.

Ms. Maria Betancourt-Castañeda, Board President

**14.C.** Amend Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources.

Dr. Leighangela Brady, Superintendent

**14.D.** Amend Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services.

Dr. Leighangela Brady, Superintendent

**14.E.** Amend Employment Agreement with Arik Avanesyans, Assistant Superintendent of Business Services

Dr. Leighangela Brady, Superintendent

**15. EDUCATIONAL SERVICES**

**15.A.** Adopt updates to the Title I District Parent and Family Engagement Policy for the National School District 2021-2022.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**15.B.** Approve School Accountability Report Cards (SARC) for all school sites for the 2020-2021 school year. (Exhibit B) Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**15.C.** Approve the 2021-2022 School Plan for Student Achievement and Title I School Level Parent and Family Engagement Policy and Compact for El Toyon, Kimball, Las Palmas, Olivewood, Palmer Way, and Rancho de la Nación schools. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**15.D.** Approve contract #CT3913 with Youth Philharmonic Orchestra to provide music classes for John A. Otis School for the 2021-2022 school year. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**15.E.** Approve contract #CT3919 with Edupoint for One Roster Integration 2021-2022 school year. Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

**16.** HUMAN RESOURCES - None Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

**17. BUSINESS SERVICES**

**17.A.** Award contract #CT3915 to GigaKOM for Request for Proposals (RFP) 21-22-238 Internal Connections – Wireless LAN Hardware Installation and Configuration for E-Rate Funding Year 2022. Mr. Arik Avanesyans, Assistant Superintendent, Business Services

**17.B.** Approve contract #CT3918 with Isom Advisors for Financial Advisory and Continuing Disclosure Consulting Services for the General Obligation Bond. Mr. Arik Avanesyans, Assistant Superintendent, Business Services

**17.C.** Accept gifts. Mr. Arik Avanesyans, Assistant Superintendent, Business Services

**18. BOARD/CABINET COMMUNICATIONS**

**19. ADJOURNMENT**

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

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

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

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

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

Speaker: Ms. Maria Betancourt-Castañeda, Board President

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

Agenda Item: **4. CLOSED SESSION - 3:45 P.M.**

Quick Summary / Closed session in accordance with Government Code Section 54956.9:  
Abstract: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
Three Cases  
OAH#2021100858  
OAH#2021120774  
OAH#2021100891

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

Closed session in accordance with Government Code Section 54957:  
PUBLIC EMPLOYEE APPOINTMENT  
Title: Principal

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



Agenda Item: **5. ADJOURN TO CLOSED SESSION**

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

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

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

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

Quick Summary /  
Abstract:

Board:

Ms. Maria Betancourt-Castañeda, Board President

Ms. Alma Sarmiento, Board Clerk

Ms. Maria Dalla, Trustee

Ms. Michelle Gates, Trustee

Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **10. PRESENTATIONS**

Agenda Item: **10.A. Superintendent's mid-year presentation on National School District progress.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: Each year in January, the Superintendent presents a mid-year update to the Governing Board.

Comments: This presentation will provide a "State of the District" update, and outline accomplishments, highlight work in progress, and discuss next steps for the District.

Agenda Item: **10.B. Introduce and welcome the new employees.**

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

Quick Summary / Abstract: The employees on the attached list were approved at the December 14, 2021 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

<b>Introduce &amp; Welcome 1/19/22</b>		
<b>Name</b>	<b>Position</b>	<b>Location</b>
Sandra Castro	Instructional Assistant-Health Care	Central School
Guadalupe Ramirez	Instructional Assistant-Special Education	Palmer Way School

Agenda Item: **10.C. Neighborhood Homeless Shelter Presentation.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /  
Abstract: The San Diego Rescue Mission has purchased the site of the South Bay Community Church in National City located at 2400 Euclid Avenue, for a proposed homeless shelter. National City City Council approved the shelter at their December 2021 meeting. The San Diego Rescue Mission CEO, Donnie Dee, has offered to present to the Board and answer any questions the Board has about the shelter and it's location near Lincoln Acres School may impact our Lincoln Acres families.

Agenda Item: **11. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

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

Agenda Item: **12. AGENDA**

Agenda Item: **12.A. Accept Agenda.**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Recommended  
Motion: Accept Agenda



Agenda Item: **13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

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

Recommended  
Motion: Approve Consent Agenda.

Agenda Item: **13.A. Minutes**

Agenda Item: **13.A.I. Approve the minutes of the Special Board Meeting held on December 14, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Special Board Minutes- 12/14/2021

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

December 14, 2021  
3:30 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

Board President, Ms. Maria Dalla, called the meeting to order at 3:34 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

**Attendance taken at 3:34 p.m.:**

Present:

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

Mrs. Jocelyn Gomez took roll call.

**4. PUBLIC COMMUNICATIONS**

None

## **5. BUSINESS SERVICES**

### **5.1. Conduct a public hearing to receive public testimony and input from the community on the National School District Educator Effectiveness Funds 2021 Block Grant Plan.**

Board President, Ms. Maria Dalla, opened the public hearing at 3:38 p.m.

Dr. Kraft and Mr. Avanesyans provided background on the item.

There were no public speakers.

Board President, Ms. Maria Dalla, closed the public hearing at 3:46 p.m.

## **6. ADJOURNMENT**

Board President, Ms. Maria Dalla, adjourned the meeting at 3:46 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **13.A.II. Approve the minutes of the Regular Board Meeting held on December 14, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:  
Board Minutes-12/14/2021

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

December 14, 2021

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://youtu.be/BrxE64vyNgw>

**1. CALL TO ORDER**

Board President, Ms. Maria Dalla, called the meeting to order at 4:03 p.m.

**2. CLOSED SESSION ROLL CALL**

**Attendance taken at 4:03 p.m.:**

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

**3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS**

None

**4. ADJOURN TO CLOSED SESSION**

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

Closed session was held from 4:03 p.m. to 5:58 p.m.

In Closed Session the Board voted unanimously to appoint Ms. Maria Garcia as the new Coordinator of Student Support Services.

In Closed Session the Board voted unanimously to approve a compromise agreement and release in OAH Case Number 2021090575. The agreement includes funds for special education services and fees in exchange for a waiver of claims against the District.

In Closed Session the Board voted unanimously to approve a compromise agreement and release in OAH Case Number 2021090690. The agreement includes funds for special education services and fees in exchange for a waiver of claims against the District.

## **6. RETURN TO OPEN SESSION**

## **7. CALL TO ORDER**

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

## **8. PLEDGE OF ALLEGIANCE**

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

## **9. OPEN SESSION ROLL CALL**

Attendance taken at 6:03 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

## **10. ANNUAL ORGANIZATIONAL MEETING**

### **10.A. Election of Board President.**

**Motion Passed:** Election of Ms. Maria Betancourt-Castañeda for Board President passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

### **10.B. Election of Board Clerk.**

**Motion Passed:** Election of Ms. Alma Sarmiento as Board Clerk passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

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

**Motion Passed:** Appointment of Leighangela Brady, Ed.D., District Superintendent, as Secretary to the Governing Board passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

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

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

**Motion Passed:** Approval of the National School District Governing Board meeting schedule for the 2022 calendar year passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

**11. PRINCIPAL RETIREMENT RECOGNITION**

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

Dr. Brady and Executive Cabinet honored Ms. Sonia Ruan and Ms. Luz Vicario on their retirement.

Governing Board members shared their appreciation for their service to the District.

Public Speaker: Dr. George Cameron, former Superintendent, spoke in honor of Ms. Sonia Ruan and Ms. Luz Vicario.

**12. RECESS**

At 6:52 p.m., Board Member Dalla called the meeting to a recess.

At 7:08 p.m., President Betancourt-Castañeda reconvened the public meeting.



### **13. PRESENTATIONS**

#### **13.A. Introduce and welcome the new employees.**

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

Board President, Ms. Maria Betancourt-Castañeda, presented new employees present with a District pin.

### **14. PUBLIC COMMUNICATIONS**

None

### **15. AGENDA**

#### **15.A. Accept Agenda.**

**Motion Passed:** Acceptance of Agenda passed with a motion by Ms. Maria Dalla and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

### **16. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS**

**Motion Passed:** Approval of Consent Agenda passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

#### **16.A. Minutes**

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

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

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

#### **16.B. Administration**

#### **16.C. Human Resources**

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

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

**16.D. Educational Services**

**16.E. Business Services**

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

**17. POLICIES, REGULATIONS, BYLAWS**

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

**Motion Passed:** Following discussion, adoption of Administrative Regulation 1312.4 - passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

**17.B. Adopt updates to Administrative Regulation 1312.3 Uniform Complaint Procedures (UCP) Policies and Procedures for the National School District.**

**Motion Passed:** Adoption of updates to Administrative Regulation 1312.3 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Dalla.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

**18. GENERAL FUNCTIONS**

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

**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 Ms. Alma Sarmiento.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

**Motion Passed:** Nominate Rocina Lizarraga as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

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

**Motion Passed:** Nominate Marco Amaral as representatives to the California School Boards Association (CSBA) Delegate Assembly from Region 17 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

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

**Motion Passed:** Nominate Tamara Otero 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 Ms. Maria Dalla.

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

## **19. EDUCATIONAL SERVICES**

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

**Motion Passed:** Adoption of Resolution #21-22.14 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Rocina Lizarraga.

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

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

**Motion Passed:** Approval of the 2021-2022 School Plan for Student Achievement and Title I School Level Parent and Family Engagement Policy and Compact for Lincoln Acres, John Otis, Central, and Ira Harbison schools passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Dalla.

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

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

**Motion Passed:** Following discussion, amendment of contract #CT3125 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

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

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

**Motion Passed:** Amendment of contract #CT3824 passed with a motion by Ms. Maria Dalla and a second by Ms. Rocina Lizarraga.

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

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

**Motion Passed:** Approval of contract #CT3909 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

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

**19.F. Approve the purchase of a one year extended warranty (January 2022 through December 2022) for ASUS Chromebooks from CDW-G LLC.**

**Motion Passed:** Following discussion, approval of the purchase of a one year extended warranty for ASUS Chromebooks from CDW-G LLC passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

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

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

**Motion Passed:** Approval of contract #CT3911 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

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

**20. HUMAN RESOURCES**

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

**Motion Passed:** Approval of Memorandum of Understanding with the National City Elementary Teachers Association and National School District passed with a motion by Ms. Maria Dalla and a second by Ms. Rocina Lizarraga.

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

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

**Motion Passed:** Following discussion, approval of increased rate of pay for retired National School District certificated teacher substitutes passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

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

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

**Motion Passed:** Authorization for additional services with SWING Education passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

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

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

**Motion Passed:** Adoption of Resolution #21-22.15 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

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

## **21. BUSINESS SERVICES**

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

Mr. Arik Avanesyans, gave a presentation on the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2021.

**Motion Passed:** Following discussion, approval of the Positive Certification and Budget Revisions for the First Period Interim Financial Report as of October 31, 2021 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Dalla.

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

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

**Motion Passed:** Approval of the District Annual Developer Fee Report passed with a motion by Ms. Maria Dalla and a second by Ms. Michelle Gates.

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

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

**Motion Passed:** Approval of the Educator Effectiveness Block Grant Plan passed with a motion by Ms. Maria Dalla and a second by Ms. Rocina Lizarraga.

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

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

**Motion Passed:** Approval of the updates to the Elementary and Secondary School Emergency Relief III (ESSER III) Expenditure Plan passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento.

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

## 22. BOARD/CABINET COMMUNICATIONS

Ms. Dalla wished a happy retirement to Ms. Sonia Ruan and Ms. Luz Vicario. She welcomed the new employees. She shared that she attended the California School Boards Association Annual Education Conference. She congratulated the newly appointed Board President and Clerk.

Ms. Lizarraga welcomed the new employees. She thanked Ms. Kathy Melanese for having her be part of Lincoln Acres School parent meeting. She wished a happy retirement to Ms. Sonia Ruan and Ms. Luz Vicario. She wished everyone happy holidays. She congratulated teacher, Ms. Christina Benson for the work with her students in putting together a mural. She congratulated the newly appointed Board President and Clerk.

Ms. Gates wished a happy retirement to Ms. Sonia Ruan and Ms. Luz Vicario. She welcomed the new employees. She thanked Dr. Hernandez and the labor unions for their commitment they make to bargaining. She thanked Mr. Avanesyans for his presentations this evening. She shared that she attended the California School Boards Association Annual Education Conference. She honored and remembered the 9th anniversary of the Sandy Hook Elementary School and the recent Oxford High School shootings. She wished everyone happy holidays and a great winter break.

Ms. Sarmiento wished Mrs. Jocelyn Gomez an early happy birthday. She wished everyone happy holidays and a great winter break.

Mr. Avanesyans thanked the Board for the opportunity to attend the California School Boards Association Annual Education Conference. He thanked the Maintenance and Operations department for their hard work. He thanked teacher, Ms. Somer Bizzle for the tamales.

Dr. Hernandez welcomed the new employees. She congratulated and wished a happy retirement to Ms. Sonia Ruan and Ms. Luz Vicario. She thanked the Central and Ira Harbison school teachers and students who participated in the "*What brings you joy?*" project. She wished everyone happy holidays.

Dr. Kraft welcomed the new employees. She wished a happy retirement to Ms. Sonia Ruan and Ms. Luz Vicario. She congratulated the newly appointed Board President and Clerk. She thanked principals, Ms. Young and Mr. Sanchez along with the Educational Services department for their hard work in meeting Federal Program Monitoring (FPM) deadlines. She wished everyone a happy holiday break.

Dr. Brady thanked Ms. Dalla for her service as Board President and Ms. Betancourt-Castañeda for her service as Clerk. She congratulated the newly appointed Board President and Clerk. She mentioned \$2 million in bond dollars that are allocated for safety including locks and blinds for all the schools. She thanked Dr. Hernandez for continuing the School Safety Committee. She reminded everyone that the State mandate for face coverings will go into effect tomorrow. She wished Mrs. Jocelyn Gomez an early happy birthday. She wished everyone happy holidays.



Ms. Betancourt-Castañeda wished Mrs. Jocelyn Gomez an early happy birthday. She shared that she attended her first in-person Delegate meeting. She shared that she attended the California School Boards Association Annual Education Conference. She wished a happy retirement to Ms. Sonia Ruan and Ms. Luz Vicario. She welcomed the new employees. She thanked the Maintenance and Operations department for their hard work. She thanked Mr. Avanesyans for his presentations this evening. She wished Noah Brady a happy birthday. She wished her husband a happy belated birthday. She wished everyone happy holidays. She congratulated Dr. Brady for receiving the Classroom of the Future Foundation Innovative Superintendent Award for the 18th Annual Innovation in Education Awards, and presented her with a flower arrangement.

### **23. ADJOURNMENT**

Closed session was held from 4:03 p.m. to 5:58 p.m. and 8:46 p.m. to 8:54 p.m.

In Closed Session the Board voted unanimously to appoint Ms. Maria Garcia as the new Coordinator of Student Support Services.

In Closed Session the Board voted unanimously to approve a compromise agreement and release in OAH Case Number 2021090575. The agreement includes funds for special education services and fees in exchange for a waiver of claims against the District.

In Closed Session the Board voted unanimously to approve a compromise agreement and release in OAH Case Number 2021090690. The agreement includes funds for special education services and fees in exchange for a waiver of claims against the District.

Board President, Ms. Maria Betancourt-Castañeda, adjourned the meeting at 8:54 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **13.B. Administration**

Agenda Item: **13.B.I. Approve the Quarterly Report to the San Diego County Office of Education on Williams Complaints.**

Speaker: Dr. Leighangela Brady, Superintendent

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

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

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

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

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

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

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

The District is obligated to present a quarterly summary report of complaints to the Governing Board and to the San Diego County Office of Education. For the period of October through December 2021, no Williams Complaints were filed in the District.

See attached quarterly uniform complaint report summary.

Attachments:  
Williams Quarterly Report

**National School District**

**Quarterly Uniform Complaint Report Summary**

**For submission to National School District Governing Board**

**and**

**San Diego County Office of Education**

District Name: National School District

Quarter covered by this report: October 1, 2021 to December 30, 2021

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

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

Submitted by: Jocelyn Gomez

Title: Administrative Assistant Office of the Superintendent

Agenda Item: **13.C. Human Resources**

Agenda Item: **13.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**  
**January 19, 2022**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
<b>Employment</b>				
None				
<b>Temporary Employment</b>				
1. Maria Vazquez Wolfe	Temporary Classroom Teacher, Grades TK-6 6.58 hours per day 185 days per year Las Palmas School	January 20, 2022 to June 8, 2022	Class 1, Step 1	General Fund
<b>Additional Duties</b>				
None				
<b>Contract Extension/Change</b>				
None				
<b>Leave of Absence</b>				
2. Shannel Bartak	Teacher Las Palmas School	January 10, 2022 to January 28, 2022	Unpaid Leave of Absence	
3. Kristin Walter	Enrichment Teacher District Office	January 11, 2022 to April 1, 2022	Unpaid Leave of Absence	

**CLASSIFIED STAFF RECOMMENDATIONS**  
**January 19, 2022**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
<b>Employment</b>				
None				
<b>Temporary Employment</b>				
None				
<b>Additional Duties</b>				
None				
<b>Contract Extension/Change</b>				
4. Julia Osuna Bojorquez	From Custodian-Night Olivewood School to Custodian-Day 8 hours per day 12 months per year Kimball School	January 20, 2022	Range 19, Step 1	General Fund

**Leave of Absence**

None				
------	--	--	--	--

Agenda Item: **13.C.II. Accept the employee resignations/retirements.**

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

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

Attachments:  
Resignations/Retirements

<b>Resignations 1/19/22</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Antonio Cisneros	Instructional Assistant- Health Care	Olivewood School	January 21, 2022
Alycia Galdamez	Teacher	El Toyon School	March 7, 2022

<b>Retirements 1/19/22</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
None			



Agenda Item: **13.D. Educational Services**

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

Quick Summary /  
Abstract: None

Agenda Item: **13.E. Business Services**

Agenda Item: **13.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

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

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

Attachments:  
Exhibit A

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Adjust monthly stipend for Governing Board Members.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Per Education Code 35120, stipends for Governing Boards may be adjusted on an annual basis.

Comments: This item is being brought forward for the Board to consider a compensation adjustment. Per Education Code 35120, stipends for Governing Boards may be adjusted on an annual basis.

Considerations for this adjustment include the following:

- This is not a raise, but rather an adjustment in compensation.
- Board members currently receive a \$264.60 stipend per month.
- On an annual basis, the Governing Board may increase the compensation of individual Board members beyond the limits delineated in Education Code section 35120, in an amount not to exceed 5 percent, based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Governing Board.
- Board members do not receive additional compensation for special Board meetings called within a given month.
- The cost of a 5 percent adjustment to the Governing Board's monthly stipend is \$13.23 per month, per Board member.

Recommended Motion: Adjust monthly stipend for Governing Board Members.

Financial Impact: Adjusted amount: \$13.23 monthly, per Board Member  
Annual cost  
General Fund

Agenda Item: **14.B. Amend Employment Agreement with Leighangela Brady, Ed.D., Superintendent.**

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Quick Summary / Abstract: Leighangela Brady, Ed. D. is the current Superintendent in the National School District.  
Approval of this amendment will increase salary payment of three percent (3%) on-schedule and a half percent (.5%) off-schedule.

Comments: A copy of the agreement is available in the Office of the Superintendent.

Recommended Motion: Amend Employment Agreement with Leighangela Brady, Ed.D., Superintendent.

Financial Impact: Salary increase: \$6,314.76  
One time payment: \$1,084.03  
Annual cost  
General Fund

Attachments:  
Amendment - Superintendent

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT AND  
DR. LEIGHANGELA BRADY**

The Governing Board of the National School District ("District") and Dr. Leighangela Brady ("Superintendent") hereby enter into this Second Amendment to their Agreement for Employment and prior amendments thereto, as follows:

**RECITALS**

**WHEREAS**, the District and Superintendent are parties to an Agreement for Employment, ratified by the Board of Trustees on October 10, 2018 ("Agreement"), which is attached hereto;

**WHEREAS**, the District and Superintendent amended the Agreement on or about October 14, 2018 (the "First Amendment," attached hereto), which extended the term of the Agreement through June 30, 2023 and revised requirements to renew the Agreement in its final year;

**WHEREAS**, pursuant to Section 5 of the Agreement, the Board shall annually review the Superintendent's salary and consider an adjustment; and

**WHEREAS**, the Parties desire to amend the Agreement in order to increase the Superintendent's compensation.

**NOW, THEREFORE**, the District and Superintendent hereby agree to amend the Agreement as follows:

1. Compensation. Section 5 (Salary) of the Agreement is amended, in relevant part, as follows:

Effective July 1, 2021, the Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 3% to Two Hundred and Sixteen Thousand and Eight Hundred and Six Dollars and Seventy-Six Cents (\$216,806.76) payable in equal monthly installments on the last working day of each calendar month of employment.

In addition, the Superintendent will receive a one-time payment of 0.5% of the updated salary in effect on July 1, 2021.

2. No Other Modification. All other terms set forth in the Agreement and prior amendments shall remain in full force and effect, unless modified by the specific terms of this Amendment.
3. Entire Agreement. The attached Agreement, subject to the amendments set forth herein, represents the full and complete employment agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to the Agreement as of the day and year set forth above.

\_\_\_\_\_  
Maria Betancourt-Castañeda  
President, Board of Trustees

Date \_\_\_\_\_

\_\_\_\_\_  
Leighangela Brady  
Superintendent

Date \_\_\_\_\_

**RATIFIED BY THE GOVERNING BOARD ON** \_\_\_\_\_

151-4/6263101.1

Agenda Item: **14.C. Amend Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Leticia Hernandez, Ed.D. is the current Assistant Superintendent of Human Resources in the National School District.

Approval of this amendment will increase salary payment of three percent (3%) on-schedule and a half percent (.5%) off-schedule.

Comments: A copy of the agreement is available in the Office of the Superintendent.

Recommended Motion: Amend Employment Agreement with Leticia Hernandez, Ed.D., Assistant Superintendent of Human Resources.

Financial Impact: Salary increase: \$5,303.28  
One time payment: \$910.40  
Annual cost  
General Fund

Attachments:  
Amendment- Assistant Superintendent Human Resources

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT AND  
DR. LETICIA HERNANDEZ**

The Governing Board of the National School District ("District") and Dr. Leticia Hernandez ("Assistant Superintendent") hereby enter into this Third Amendment to their Agreement for Employment and prior amendments thereto, as follows:

**RECITALS**

**WHEREAS**, the District and Assistant Superintendent are parties to an Agreement for Employment, ratified by the Board of Trustees on May 23, 2018 ("Agreement"), which is attached hereto;

**WHEREAS**, the District and Assistant Superintendent amended the Agreement on or about October 10, 2018 (the "First Amendment," attached hereto), which increased the Assistant Superintendent's salary to \$166,770 effective July 1, 2018 and \$176,776 effective July 1, 2019;

**WHEREAS**, the District and Assistant Superintendent amended the Agreement on or about October 14, 2020 (the "Second Amendment," attached hereto), which extended the term of the Agreement through June 30, 2023 and revised requirements to renew the Agreement in its final year;

**WHEREAS**, pursuant to Section 4 of the Agreement, the Board shall annually review the Assistant Superintendent's salary and consider an adjustment; and

**WHEREAS**, the Parties desire to amend the Agreement in order to increase the Assistant's Superintendent's compensation.

**NOW, THEREFORE**, the District and Assistant Superintendent hereby agree to amend the Agreement as follows:

1. Compensation. Section 4 (Salary) of the Agreement is amended, in relevant part, as follows:

Effective July 1, 2021, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 3% to One Hundred and Eighty-Two Thousand and Seventy-Nine Dollars and Twenty-Eight Cents (\$182,079.28) payable in equal monthly installments on the last working day of each calendar month of employment.

In addition, the Assistant Superintendent will receive a one-time payment of 0.5% of the updated salary in effect on July 1, 2021.

2. No Other Modification. All other terms set forth in the Agreement and prior amendments shall remain in full force and effect, unless modified by the specific terms of this Amendment.
3. Entire Agreement. The attached Agreement, subject to the amendments set forth herein,



represents the full and complete employment agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment to the Agreement as of the day and year set forth above.

\_\_\_\_\_  
Maria Betancourt-Castañeda  
President, Board of Trustees

Date \_\_\_\_\_

\_\_\_\_\_  
Leticia Hernandez  
Assistant Superintendent, Human Resources

Date \_\_\_\_\_

**RATIFIED BY THE GOVERNING BOARD ON** \_\_\_\_\_

151-4/6263078.1

Agenda Item: **14.D. Amend Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Sharmila Kraft, Ed.D. is the current Assistant Superintendent of Educational Services in the National School District.

Comments: Approval of this amendment will increase salary payment of three percent (3%) on-schedule and a half percent (.5%) off-schedule.  
A copy of the agreement is available in the Office of the Superintendent.

Recommended Motion: Amend Employment Agreement with Sharmila Kraft, Ed.D., Assistant Superintendent of Educational Services.

Financial Impact: Salary increase: \$5,303.28  
One time payment: \$910.40  
Annual cost  
General Fund

Attachments:  
Amendment-Assistant Superintendent Educational Services

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT AND  
DR. SHARMILA SOHL KRAFT**

The Governing Board of the National School District ("District") and Dr. Sharmila Sohl Kraft ("Assistant Superintendent") hereby enter into this Third Amendment to their Agreement for Employment and prior amendments thereto, as follows:

**RECITALS**

**WHEREAS**, the District and Assistant Superintendent are parties to an Agreement for Employment, ratified by the Board of Trustees on May 23, 2018 ("Agreement"), which is attached hereto;

**WHEREAS**, the District and Assistant Superintendent amended the Agreement on or about October 10, 2018 (the "First Amendment," attached hereto), which increased the Assistant Superintendent's salary to \$166,770 effective July 1, 2018 and \$176,776 effective July 1, 2019;

**WHEREAS**, the District and Assistant Superintendent amended the Agreement on or about October 14, 2020 (the "Second Amendment," attached hereto), which extended the term of the Agreement through June 30, 2023 and revised requirements to renew the Agreement in its final year;

**WHEREAS**, pursuant to Section 4 of the Agreement, the Board shall annually review the Assistant Superintendent's salary and consider an adjustment; and

**WHEREAS**, the Parties desire to amend the Agreement in order to increase the Assistant's Superintendent's compensation.

**NOW, THEREFORE**, the District and Assistant Superintendent hereby agree to amend the Agreement as follows:

1. Compensation. Section 4 (Salary) of the Agreement is amended, in relevant part, as follows:

Effective July 1, 2021, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 3% to One Hundred and Eighty-Two Thousand and Seventy-Nine Dollars and Twenty-Eight Cents (\$182,079.28) payable in equal monthly installments on the last working day of each calendar month of employment.

In addition, the Assistant Superintendent will receive a one-time payment of 0.5% of the updated salary in effect on July 1, 2021.

2. No Other Modification. All other terms set forth in the Agreement and prior amendments shall remain in full force and effect, unless modified by the specific terms of this Amendment.
3. Entire Agreement. The attached Agreement, subject to the amendments set forth herein,

represents the full and complete employment agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment to the Agreement as of the day and year set forth above.

\_\_\_\_\_  
Maria Betancourt-Castañeda  
President, Board of Trustees

Date \_\_\_\_\_

\_\_\_\_\_  
Sharmila Sohl Kraft  
Assistant Superintendent, Educational Services

Date \_\_\_\_\_

**RATIFIED BY THE GOVERNING BOARD ON** \_\_\_\_\_

151-4/6263086.1

Agenda Item: **14.E. Amend Employment Agreement with Arik Avanesyans, Assistant Superintendent of Business Services**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Mr. Arik Avanesyans, is the current Assistant Superintendent of Business Services in the National School District.

Approval of this amendment will increase salary payment of three percent (3%) on-schedule and a half percent (.5%) off-schedule.

Comments: A copy of the agreement is available in the Office of the Superintendent

Recommended Motion: Amend Employment Agreement with Arik Avanesyans, Assistant Superintendent of Business Services

Financial Impact: Salary increase: \$5,303.28  
One time payment: \$910.40  
Annual cost  
General Fund

Attachments:  
Amendment-Assistant Superintendent Business Services

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT AND ARIK AVANESYANS**

The Governing Board of the National School District ("District") and Arik Avanesyans ("Assistant Superintendent") hereby enter into this Amendment to their Agreement for Employment, as follows:

**RECITALS**

**WHEREAS**, the District and Assistant Superintendent are parties to an Agreement for Employment, ratified by the Board of Trustees on April 14, 2021 ("Agreement"), which is attached hereto;

**WHEREAS**, pursuant to Section 4 of the Agreement, the Board shall annually review the Assistant Superintendent's salary and consider an adjustment; and

**WHEREAS**, the Parties desire to amend the Agreement in order to increase the Assistant's Superintendent's compensation.

**NOW, THEREFORE**, the District and Assistant Superintendent hereby agree to amend the Agreement as follows:

1. Compensation. Section 4 (Salary) of the Agreement is amended, in relevant part, as follows:

Effective July 1, 2021, the Assistant Superintendent's salary calculated on an annual basis (twelve months) shall be increased by 3% to One Hundred and Eighty-Two Thousand and Seventy-Nine Dollars and Twenty-Eight Cents (\$182,079.28) payable in equal monthly installments on the last working day of each calendar month of employment.

In addition, the Assistant Superintendent will receive a one-time payment of 0.5% of the updated salary in effect on July 1, 2021.

2. No Other Modification. All other terms set forth in the Agreement shall remain in full force and effect, unless modified by the specific terms of this Amendment.
3. Entire Agreement. The attached Agreement, subject to the amendments set forth herein, represents the full and complete employment agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Agreement as of the day and year set forth above.

\_\_\_\_\_  
Maria Betancourt-Castañeda  
President, Board of Trustees

Date \_\_\_\_\_

\_\_\_\_\_  
Arik Avanesyans  
Assistant Superintendent, Business Services

Date \_\_\_\_\_

**RATIFIED BY THE GOVERNING BOARD ON** \_\_\_\_\_

151-4/6263095.1

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Adopt updates to the Title I District Parent and Family Engagement Policy for the National School District 2021-2022.**

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

Quick Summary / Abstract: At the April 14, 2021 Governing Board meeting, the Board approved the Title I District Parent and Family Engagement Policy.

Approval of this item will ensure that the National School District is in compliance with state and federal laws. The revised highlighted sections of the Title I District Parent and Family Engagement Policy indicate required revision language.

Comments: The National School District is undergoing Federal Program Monitoring. In accordance with state law and the federal Every Student Succeeds Act additional updated language is required to meet compliance.

Recommended Motion: Adopt updates to Title I District Parent and Family Engagement Policy for the National School District 2021-2022.

Financial Impact: None

Attachments:  
Title I Policy - Parent and Family Engagement



Title I Policy - Parent and Family Engagement  
National School District  
2021-22

1. The local governing board shall adopt and implement a policy on parent and family engagement (California Education Code [EC] sections [§§] 11500-11504, 51101[b]; 20 United States Code [U.S.C.] § 6318[a][2]).
- 1.1 National School District (NSD) has developed a written Title I parent and family engagement policy with input from parents and family members of participating children (20 U.S.C. § 6318[a][2]).

Input is gathered through parent/guardian surveys, the Local Control Accountability Plan (LCAP) Community Forums, and reviewed with the District and Parent Advisory Committee, District English Learner Advisory Committee, and Title 1 School Site Councils.

The LEA distributes the policy to parents and family members of children served under Title I, Part A.

The policy is distributed to families through School Messenger, PeachJar, site newsletters, as well as the annual notification parent handbook and posted on the district's website.

To involve parents and family members in the Title I program National School District has established the following practices:

- a) The district shall incorporate the parent and family engagement policy into the district's plan (20 U.S.C. § 6318[a][2]).

NSD includes a goal about improving family engagement in the Local Control and Accountability Plan (LCAP). This goal includes actions and services, and expenditures addressing family engagement, including meaningful participation and opportunities to provide input on decisions. Actions and strategies are also included in the LCAP Federal Addendum as well as in the Learning Continuity and Attendance Plan.

- b) NSD involves parents and family members in the joint development of the local educational agency planning efforts and in the process of school review and improvement (20 U.S.C. § 6318[a][2][A]).

NSD annually schedules community forums and conducts parent surveys to gather feedback about what is working and areas that may need improvement regarding the LCAP, the LCAP Federal Addendum, the new Learning Continuity and Attendance Plan, as well as school and district goals and actions. Stakeholder feedback is also gathered at school meetings as well as district and school advisory committee meetings. The information gathered is used to revise the district's LCAP, the LCAP Federal Addendum, the Learning Continuity and Attendance Plan and the sites' School Plan for Student Achievement (SPSA).

- c) NSD provides coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the LEA in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance (20 U.S.C. § 6318[a][2][B]).

District staff work collaboratively with site administrators to plan and implement parent and family engagement activities. Site principals collaborate together to plan and coordinate activities and best practices. Activities include Coffee with the Principal, Literacy/Math nights, parent information nights, workshops and family events. Activities for each site are described in the school's parent and family engagement policy, school-parent compact, and are included in the School Plan for Student Achievement.

The District Resource Teacher for Parent Engagement works collaboratively with site administrators to plan and implement parent and family engagement activities in both English and Spanish. The District Resource Teacher plans and coordinates activities for all NSD families. Activities include Parent Presentations on a variety of topics throughout the school year, Family Leadership Institute - Parent Academy, NSD Annual Parent Summit, NSD Annual 5K and Resource Fair, and coordinates a variety of parent presentations/workshops and events with outside community partners. The District Resource Teacher also provides a monthly Family Empowerment Newsletter for all NSD families with recommendations/tips to implement at home to improve student academic achievement and school performance. Since the school closures, the District Resource teacher created and updates the Family Empowerment websites for our families in English and Spanish. The websites include academic resources, parent classes/workshops, information regarding family wellness, and additional community resources.

- d) NSD coordinates and integrates Title I, Part A parent and family engagement strategies including State Preschool, English Learners and Special Education to the extent feasible and appropriate, with other relevant Federal, State, and local laws and programs (20 U.S.C. § 6318[a][2][C]).
- e) NSD conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying the following (20 U.S.C. § 6318[a][2][D]):
  - i. Barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background) (20 U.S.C. § 6318[a][2][D][i]).

NSD annually gathers input and feedback from stakeholders through the LCAP community forums, LCAP parent surveys, Learning Continuity and Attendance Plan Community Forum, as well as site and district advisory committees to evaluate the effectiveness of the parent and family engagement policy. Barriers are identified through this process and actions put into place to address the needs of families and ensuring information is provided in a language and format easily understood by

families.

- ii. The needs of parents and family members so that they may assist with the learning of their children, including engaging with school personnel and teachers (20 U.S.C. § 6318[a][2][D][ii]).

Meetings, workshops, presentations, and information are provided to families to support them with strategies to engage with the school. Meetings, presentations, workshops, and information are provided in a language and format easily understood by families. Some strategies presented through these include, how to support their child specifically with reading and math, how to communicate efficiently at home, how to communicate/contact their child's teacher, school principal, school office staff, and assistance with completing school forms in a language and format easily understood by families.

- iii. Strategies to support successful school and family interactions (20 U.S.C. § 6318[a][2][D][iii]).

Each school develops a site parent and family engagement policy and school- parent compact designed to meet the needs of their families. Schools host Back to School Nights, family information nights, such as Math or Literacy Nights, STEAM/Science Fairs, informal meetings with the principal, PTA events including school staff such as book fairs, dances, festivals, fundraisers and many other opportunities for families to engage with the staff. The compact describes how families and school staff share the responsibility for improving student achievement and how the school and families will collaborate to assist students achieve the state academic standards.

- f) NSD uses the findings of such evaluation in subparagraph (e) to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parent and family engagement policy (20 U.S.C. § 6318[a][2][E]).

The results of the evaluation from the sites are used to design evidenced-based strategies to improve family engagement, and revise the parent and family engagement policy, as needed.

- g) NSD involves parents in activities of schools served under Title I, Part A to adequately represent the needs of the population served by such agency for the purposes of developing, revising, and reviewing the parent and family engagement policy (20 U.S.C. § 6318[a][2][F]).

Each school designates parent/family members to serve on the District and Parent Advisory Committee (DPAC). The DPAC reviews a variety of data sources and provides input and feedback using this information to develop, revise and review the parent and family engagement policy.

## **Title I (and Non-Title I) Schools**

All NSD schools are Title 1 schoolwide schools. A schoolwide program is comprehensive and designed to support and upgrade the entire educational program in a Title I school in order to improve the achievement of the lowest achieving students.

1.2 The district policy on parent and family engagement for all schools in the district shall be consistent with the goals and purposes listed below (*EC* §§ 11502, 11504, 11506).

a) Engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society (*EC* § 11502[a]).

All schools develop site parent and family engagement plans to address the needs of parents at their school. Each school offers parent and family engagement activities to assist families with supporting learning at home.

Information and resources are shared with families at parent information nights, Literacy and Math nights, parent-teacher conferences, parent workshops, as well as on the school website and materials sent home.

b) Inform parents and family members that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home (*EC* § 11502[b]).

Information and resources are provided to parents on strategies to assist their children's learning at home through parent meetings and family nights. Parent and family education are communicated through social media as well as posted on our district website.

c) Build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities (*EC* § 11502[c]).

Each school communicates to families on a regular basis to share information and resources on ways to support their students' education. Information about the effectiveness of communication at each site is contained in the annual LCAP survey and used to improve services annually.

d) Train teachers and administrators to communicate effectively with parents (*EC* § 11502[d]).

District leadership provides resources and information to teachers and administrators for effectively communicating with families.

e) Integrate parent involvement programs into the school's master plan for academic accountability (*EC* § 11502[e]).

Each site annually develops a School Plan for Student Achievement which include goals, actions, strategies and expenditures for family engagement in addition to goals to improve

academic achievement and the learning environment.

#### Allocation of Title I, Part A Funds

1.3 Districts receiving more than \$500,000 in Title I, Part A funds reserves at least one percent of its allocation to carry out parent and family engagement activities (20 U.S.C. § 6318[a][3][A]).

- The district reserves at least one percent of the Title I, Part A allocation to support district-wide family engagement activities. Family engagement activities are included in the district's LCAP and the LCAP Federal Addendum.

Parents and family members of children receiving Title I, Part A services shall be involved in the decisions regarding how funds reserved are allotted for parental involvement activities. (20 U.S.C. Section 6318[a][3][B])

- Each school has a School Site Council and also designates a parent to serve on the District Parent Advisory Committee (DPAC). The committees review input gathered from stakeholders about family engagement activities. This information is used to annually update the LCAP, including actions and services for family engagement.

Not less than 90 percent of the funds reserved are distributed to schools served with priority given to high-need schools (20 U.S.C. § 6318[a][3][C]).

- The district distributes 95 percent of the Title I, Part A funds to schools based on a funding formula. Schools are ranked based on poverty level percentage.

1.4 Funds reserved by the District are used to carry out activities and strategies consistent with the District's parent and family engagement policy, including not less than one of the following (20 U.S.C. § 6318[a][3][D]):

- a) Supporting schools and nonprofit organizations in providing professional development for District and school personnel regarding parent and family engagement strategies (20 U.S.C. § 6318[a][3][D][i]).

NSD provides professional development for district and school personnel regarding parent and family engagement strategies such as training our District Resource Teacher through the Family Leadership Institute to provide parent and family engagement strategies to NSD families as well as participation in the county Parent/Family Liaison Network Meetings.

- b) Supporting programs that reach parents and family members at home, in the community and at school (20 U.S.C. § 6318[a][3][D][ii]).

District Resource Teacher coordinates NSD presentations (academically and non-academically) with different community partners/programs that reach our NSD families at home, in the community, and at school such as the Family Leadership Institute,

Parent Summit, and Family Health Fair and Community Resource Fair.

- c) Disseminating information on best practices focused on parent and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents and family members (20 U.S.C. § 6318[a][3][D][iii]).

At NSD, we disseminate information of all Parent & Family Engagement opportunities through multiple platforms such as our annual notification parent handbook, PeachJar, and SchoolMessenger.

- d) Collaborating, or providing subgrants to schools to enable such schools to collaborate, with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement (20 U.S.C. § 6318[a][3][D][iv]).

NSD employs a District Resource Teacher focused on partnerships with community organizations, such as Olivewood Gardens, A Reason to Survive: ARTS Center, and UCSD Extensions, to ensure ongoing collaboration throughout the year with school principals to coordinate/plan events/presentations from community organizations that support parent engagement

- e) Engaging in any other activities and strategies that the District determines are appropriate and consistent with the parent and family engagement policy (20 U.S.C. § 6318[a][3][D][v]).

NSD uses activities such as the following as appropriate and consistent with the parent and family engagement policy

- LCAP Town Halls and Parent Surveys
- District Leadership Committees: DPAC, DELAC, PTA Officers Roundtable
- School Site Parent Leadership Committees: School Site Council, ELAC, PTA Meetings

Agenda Item: **15.B. Approve School Accountability Report Cards (SARC) for all school sites for the 2020-2021 school year. (Exhibit B)**

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

Quick Summary / Abstract: Approval of this item will allow National School District to meet the annual update and Board approval of the State-mandated School Accountability Report Card (SARC).

In accordance with State policy, the SARC must be approved by the Governing Board by February 1 of each school year.

The SARC provides parents and the community with information about education at the schools in the National School District.

Comments: An electronic notification will be sent to families on February 1, 2021 on how to access the SARC's through the internet by accessing our web site at [www.nsd.us](http://www.nsd.us). Copies will be kept on hand at each school site for individual requests.

Additional data will be provided from the State and will be made available as soon as it is released.

Recommended Motion: Approve School Accountability Report Cards (SARC) for all school sites for the 2020-2021 school year. (Exhibit B)

Attachments:  
Exhibit B

Agenda Item:	<b>15.C. Approve the 2021-2022 School Plan for Student Achievement and Title I School Level Parent and Family Engagement Policy and Compact for El Toyon, Kimball, Las Palmas, Olivewood, Palmer Way, and Rancho de la Nación schools.</b>
Speaker:	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>California Education Code (EC) Section 64001(a), requires each school in a local education agency to create a consolidated plan required by funding programs into a single plan called the Single Plan for Student Achievement (SPSA).</p> <p>The SPSA, including student achievement goals and proposed expenditures of funds allocated to the school, shall be developed, reviewed and updated annually, by the School Site Council (SSC), to support the school’s improvement efforts and determine progress toward accomplishing the goals set forth in the plan.</p> <p>The plan should align to the District Local Control and Accountability Plan (LCAP) goals and includes the following components: Vision and Mission, Student Performance Data Summary, Student Performance Data Findings and Conclusions, School Goals/Objectives for Improving Student Achievement, Action Plan, and Budget.</p> <p>The SPSA including any subsequent revisions shall also be reviewed and approved by the local governing board of an LEA at a regularly scheduled meeting (EC Section 64001[g]).</p>
Comments:	<p>School goals are based upon an analysis of verifiable State data and local measures of pupil achievement.</p> <p>The School Site Council from each school analyzes available data on the academic performance of all students, including English learners, educationally disadvantaged students, gifted and talented students and students with exceptional needs.</p> <p>The councils solicit input of the school community. Based upon this input, they establish performance improvement goals, actions, budget and monitoring.</p> <p>The process of developing the plan is designed as a partnership between site staff and the School Site Council. The process of developing the following document is:</p> <ul style="list-style-type: none"> <li>• Determine achievement needs based on data</li> <li>• Gather stakeholder Input around needs area</li> <li>• Develop goals aligned to District LCAP goals</li> <li>• Plan budget around meeting goals ensuring alignment to funding rules</li> <li>• Monitor goal progress</li> </ul> <p>Once approved, school site SPSA and Title I School Level Parent and Family Engagement Policy and Compact will be posted to individual school websites. Copies of the school plans are also available in the office of the Assistant Superintendent, Educational Services.</p>
Recommended Motion:	Approve the 2021-2022 School Plan for Student Achievement and Title I School Level Parent and Family Engagement Policy and Compact for El Toyon, Kimball, Las Palmas, Olivewood, Palmer Way, and Rancho De La Nación schools.



Agenda Item: **15.D. Approve contract #CT3913 with Youth Philharmonic Orchestra to provide music classes for John A. Otis School for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this contract will provide John A. Otis School access to services provided by Youth Philharmonic Orchestra (dba City Heights Music School).

The contract terms include 30-minute virtual live music instruction once a week for five grade levels. Participants will include 279 kinder through fourth grade students. The program is projected to begin January 24, 2022 and run for 15 weeks ending the week of May 16, 2022. The contract will include instruments for all 279 students - shakers (kinder - second grade), drumsticks (third grade) and ukuleles(fourth grade). The total cost for this contract is \$2434.16.

No services will be rendered until approved by the National School District Board. The services will be provided virtually starting January 24, 2022.

Comments: The contract terms includes 30-minute virtual live music instruction once a week. The program is projected to begin January 24, 2022 and run for 15 weeks ending the week of May 16, 2022.

The total cost for this contract is \$4,934.16 of which the CA Arts Council is providing matching funds of \$2,500.00.

Recommended Motion: Approve contract #CT3913 with Youth Philharmonic Orchestra to provide music classes for John A. Otis School for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$2,434.16  
 Additional staffing cost: \$0  
 Other costs: \$0  
 One time cost  
 General Fund: Site LCAP

Attachments:  
 CT3913

[ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
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:

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect 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



**INVOICE #211203**

December 3, 2021

TO:  
Leticia Segura  
John Otis Elementary

RE:  
Invoice for Music123 program  
15-week music enrichment for grades K-4

Contact: Victoria Eicher, Executive Director  
Phone: (858) 442-0237  
Email: [victoria@cityheightsmusicschool.org](mailto:victoria@cityheightsmusicschool.org)

ITEM	DETAIL	EXPENSE
Instruction: World Music (K) World Music (1st) Recorder (2nd) Drums (3 <sup>rd</sup> ) Ukulele (4th)	5 30-minute classes/week provided to 279 students.  15 weeks  Schedule TBD  75 classes at \$30/class.	\$2250.00
Instruments: Egg Shakers, Recorders, Drumsticks and Ukuleles	116 egg shakers (\$.35/each) 61 recorders (\$5/each) 45 sets of drumsticks (\$4/set) 29 ukuleles (\$30 each) <i>Option A: 28 additional ukuleles</i>	\$1395.60     <i>\$840.00</i>
	Admin (10%) <i>With Option A:</i>	\$365.00 \$448.56
<i>Subtotal</i>	<i>With Option A:</i>	\$4010.60 \$4934.16



Funded by CA Arts Council Funded by CHMS	Matching Funds for Instruction, Instruments and Admin	-\$2500.00
<b>TOTAL AMOUNT DUE</b>	<i>With Option A:</i>	<b>\$1510.60</b> \$2434.16

Please make check addressed and payable to:

'Youth Philharmonic Orchestra', 2535 Camino del Rio South, Suite 245, San Diego, 92108.

*Thank you!*

Agenda Item: **15.E. Approve contract #CT3919 with Edupoint for One Roster Integration 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this contract will allow National School District incorporate an additional product and service of One Roster Integration.

The inclusive (all services and supports) cost for this program is \$5,046. The terms of this contract is from January 20, 2022 to June 30, 2022.

No services will be rendered until approved by the National School District Board.

Comments: Edupoint hosts the National School District Student Information System, known as Synergy. The One Roster Integration is an added service to the current Synergy platform.

One Roster Integration will provide a bridge between Synergy and National's learning management system (Schoology). This integration will allow teachers and staff the ability to automatically populate information from one system to the other.

Recommended Motion: Approve contract #CT3919 with Edupoint for One Roster Integration 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$5,046  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
General Fund- One time funds

Attachments:  
CT3919

Amendment 6  
To  
**EDUPOINT SOFTWARE LICENSE AGREEMENT**

**SUBSCRIPTION**  
Version 17.0

1. Exhibit A is amended to include OneRoster Integration for Schoology as follows:

**EXHIBIT A - Software Subscription License Agreement**  
**National School District: 2022 OneRoster Integration for Schoology**  
**Total Cost by Product and Service**

California V21g15

The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Synergy® Student Information System</b>						
Student Information (Not in Bid)						
State Reporting for California (Not in Bid)						
ParentVUE, StudentVUE, & Streams (Not in Bid)						
Online Student Registration (Not in Bid)						
Wait-List / Lottery (Not in Bid)						
Master Schedule Builder (Not in Bid)						
<b>Synergy® Learning Management System (LMS)</b>						
TeacherVUE with Gradebook (Not in Bid)						
LMS (Not in Bid)						
Assessment (Not in Bid)						
MTSS (Not in Bid)						
One Roster Integration - Schoology	\$5,046					\$5,046
<b>Synergy® Analytics</b>						
Analytics (Not in Bid)						
<b>Synergy® Special Education</b>						
Student Special Ed (Not in Bid)						
<b>Synergy® Tools</b>						
Video Conference Integration (Not in Bid)						
ST Tool Set (Object) & Appl Src Code (Not in Bid)						
<b>Distance Learning for Synergy</b>						
Distance Learning / Training Portal (Not in Bid)						
<b>Sub-Total Subscription Software License</b>	<b>\$5,046</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,046</b>
<b>3rd Party Subscription Software</b>						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
- Test Item Bank (Not in Bid)						
- GradeCam (Not in Bid)						
<b>Sub-Total 3rd Party Subscription License</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Professional Services</b>						
	Days	Unit Cost	List Cost	Discount %		Total
Project Management (0 days)						
Train-The-Trainer (0 days)						
Data Conversion (0 days)						
External Interface/Integrations (0 days)						
All other Professional Services (0 days)						
<b>Sub-Total Professional Services includes days:</b>						<b>\$0</b>
<b>Total One Year Cost (excluding estimated expenses):</b>						<b>\$5,046</b>

EXHIBIT A - Continued  
Payment Schedule by Product and Service

Payment for Edupoint Subscription License	Amount	Payable On
1st Year Edupoint Subscription License	\$5,046	Due upon Contract Signing
<b>Total 1 Year Edupoint Subscription License</b>	<b>\$5,046</b>	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total One Year Cost (excluding estimated expenses): \$5,046

EXHIBIT A - Continued  
Payment Schedule by Year

Detailed Payment Schedule	Amount	Total
<b>Due Upon Contract Signing</b>		
1st Year Edupoint Subscription License	\$5,046	
1st Year Professional Services		
Payment Due		\$5,046
<b>Total One Year Cost (excluding estimated expenses)</b>		<b>\$5,046</b>

Pricing Notes:

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 04/06/22. Sales tax is not included.
- Year 1 is the ( 12 Months ) period beginning on the date of Contract Signing.
- This proposal was based on 11 Schools with 5,046 students.
- Expenses included for Professional Services on Implementation
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Escalation of 2.5% has been applied.

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems  
1955 S. Val Vista Drive, Suite 200  
Mesa, AZ 85204  
(480) 633-7500, (800) EDUPOINT  
Fax (480) 633-7501

National School District  
1500 N. Avenue  
National City, CA 91950-4825  
(619) 336-7500

Rob Wilson President  
\_\_\_\_\_  
Printed Name Title

Arik Avanesyans Asst. Superintendent, Business  
\_\_\_\_\_  
Printed name Title

\_\_\_\_\_  
Signature Date Signed

\_\_\_\_\_  
Signature Date Signed

Agenda Item: **16. HUMAN RESOURCES**

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

Quick Summary /  
Abstract: None

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Award contract #CT3915 to GigaKOM for Request for Proposals (RFP) 21-22-238 Internal Connections – Wireless LAN Hardware Installation and Configuration for E-Rate Funding Year 2022.**

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

Quick Summary / Abstract: On October 13, 2021, the Board authorized the administration to advertise RFP 21-22-238 Internal Connections – Wireless LAN Hardware Installation and Configuration. The RFP covers the period of April 1, 2021 through September 30, 2023. The RFP solicited proposals for vendors who provide installation of wireless LAN hardware and the configuration of the equipment.

Some of the District locations included in this proposal are not E-Rate eligible. These locations are the Preschool Center and the District Office.

Comments: Proposals were received on December 6, 2021. The District received four proposals for this contract. The proposals were evaluated in terms of cost, strength of vendor and references, experience and knowledge, methodology, and service level with the highest emphasis on pricing. Three persons participated in the proposal evaluation process.

GigaKOM was the unanimous selection by the committee. The evaluation results were as follows:

	Total Cost	Overall Score
• GigaKOM	\$284,065.44	279
• TIG	\$437,465.27	224
• VectorUSA	\$689,677.61	202
• ConvergeOne	\$914,737.28	151

The District recommends award of contract #CT3915 to GigaKOM

Recommended Motion: Award contract #CT3915 to GigaKOM for Request for Proposals (RFP) 21-22-238 Internal Connections – Wireless LAN Hardware Installation and Configuration for E-Rate Funding Year 2022.

Financial Impact: Cost: \$284,065.44\*  
\*E-Rate Funded \$244,813.37  
\*District Funded \$39,252.07  
Additional staffing cost: \$0  
Other costs: \$0  
General Fund- One time funds

Attachments:  
CT3915

**AGREEMENT CT3915**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and **GigaKOM**, hereinafter called the Contractor,

**WITNESSETH** that the District and the Contractor for the considerations stated herein agree as follows:

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

**I**

**TERM**

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the agreement shall survive beyond the expiration of the Agreement. The term of the Agreement shall be from **April 1, 2022 through September 30, 2023**. However, upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be annually renewed for up to two (2) additional one-year periods.

**II**

**SCOPE OF WORK**

The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**Internal Connections – Wireless LAN Network Installation and Configuration**

**#21-22-238**

In strict compliance with the contract documents as specified in Section III below.

**III**

**NON-FUNDING OF E-RATE OR CTF**

The District's obligation to procure services provided under this contract are contingent upon National School District receiving a fully-funded E-rate Funding Commitment Decision Letter (FCDL) for each year of eligible services and being able to fully participate in the CTF program. No termination liability penalties will apply if either E-rate money discounts are denied, reduced, or discontinued, or if the CTF discounts are denied, reduced, or discontinued.

**IV**

**NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

**V**

**TERMINATION**

This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

**VI**

**CONTRACT PRICE**

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or cost as specified in the executed pricing sheet(s) incorporated herein by reference.

**VII**

**COMPONENT PARTS OF THE CONTRACT**

The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice Requesting Proposal
- Request for Proposal and all Appendices
- Contractor's Proposal
- Agreement
- Specifications
- Quotes



All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

DISTRICT:

GigaKOM  
9245 Activity Road, Suite 105  
San Diego, CA 92126

National School District  
1500 N Avenue  
National City, CA 91950

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*By*

\_\_\_\_\_  
*By*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board Approval*

(Corporate Seal)

Agenda Item: **17.B. Approve contract #CT3918 with Isom Advisors for Financial Advisory and Continuing Disclosure Consulting Services for the General Obligation Bond.**

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

Quick Summary / Abstract: Under this agreement, the National School District will enlist the services of Isom Advisors, a division of Urban Futures Inc., for the term of five years effective January 2021 through January 2026 to provide certain consulting services with respects to general obligation bonds.

Comments: Isom Advisors will be expected to provide:

1. Financial advisory services set forth on Exhibit A hereto (“the Financial Advisory Services”)
2. Continuing Disclosure services set forth on Exhibit B hereto (the “Continuing Disclosure Services”)
3. Annual Debt Transparency Reporting services set forth on Exhibit C hereto (the “Annual Debt Transparency Services”)

Isom Advisors has agreed to perform the consulting services pursuant to the terms and conditions of the agreement.

Recommended Motion: Approve contract #CT3918 with Isom Advisors for Financial Advisory and Continuing Disclosure Consulting Services for the General Obligation Bond.

Financial Impact: Contract cost: \$3,250  
Additional staffing cost: \$0  
Other costs: \$0  
Annual cost  
Fund 21 General Obligation Bond

Attachments:  
CT3918

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## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this “Agreement”) is dated as of the latest date set forth on the signature page hereto (the “Effective Date”) and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation (“Advisor”), and National School District (“District”).

### RECITALS

WHEREAS, District wishes to issue certain bonds (the “Bonds”) and desires that Advisor provide to District certain Consulting Services (defined below) with respect to the Bonds; and

WHEREAS, Advisor desires to provide to District certain Consulting Services with respect to the Bonds on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

### AGREEMENT

1. **CONSULTING SERVICES.** District hereby retains Advisor to perform (i) the financial advisory services set forth on Exhibit A hereto (“the Financial Advisory Services”); and (ii) the Continuing Disclosure services set forth on Exhibit B hereto (the “Continuing Disclosure Services”); and (iii) the Annual Debt Transparency Report (“ADTR”) services set forth on Exhibit C hereto (the “ADTR Services”); and Advisor hereby agrees to perform the Consulting Services pursuant to the terms and conditions of this Agreement.

2. **EFFECTIVE DATE, TERM AND CONDITIONS.** This Agreement shall be effective as of the Effective Date and shall remain in effect until (i) the 5-year (five-year) anniversary of the Effective Date (the “Term”) or (ii) until the Agreement is terminated as set forth below. The parties may extend the Term for successive 1-year (one-year) periods upon mutual written agreement, or otherwise as the parties may agree in writing.

3. **COMPENSATION.** Compensation for the Consulting Services provided to District pursuant to this Agreement shall be as set forth in this Section 3. All fees and expenses are contingent on the success of the election with exception to Continuing Disclosure/ADTR Services. Fees for Continuing Disclosure Services and ADTR Services shall be paid from the District’s general fund or other allowable sources. Fees for Financial Advisory Services shall be paid out of proceeds received by the District resulting from the sale of Bonds.

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a. Fees.

i. For Financial Advisory Services, District shall pay to Advisor a fee of Sixty-Five Thousand Dollars (\$65,000) for each series of Bonds sold, payable upon the closing of each series of Bonds (including, without limitation, the first).

ii. For Continuing Disclosure Services, should District utilize this service, shall pay an annual fee of Three Thousand Dollars (\$3,000) for the filing of customary continuing disclosure documents for each year of the Term existing after a closing of a series of GO Bonds.

iii. For Annual Debt Transparency Report (“ADTR”) services, the District shall pay an annual fee of Two Hundred Fifty Dollars (\$250) per report filing, for the documentation and filing of the requirements pursuant to SB 1029, which requires individual filings for each debt issuance to be completed by January 31<sup>st</sup> of each year.

b. Expenses.

i. District shall reimburse Advisor for out-of-pocket expenses incurred by Advisor in the course of performance of Consulting Services at the actual cost of such expenses, which are not to exceed \$2,000. Payment for any expenses pursuant to this Section 3(b) shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

4. **COVENANTS.**

a. District.

i. Access to Personnel. District will cooperate with Advisor by providing opportunities to consult with District personnel as Advisor deems reasonably necessary to perform the Consulting Services.

ii. Information. District agrees to provide on a timely, diligent and accurate basis, and to the best extent possible, all necessary information reasonably requested by Advisor for the purpose of performing the Consulting Services.

iii. Additional Professional Services. District agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent) as Advisor deems reasonably necessary to complete the Consulting Services and the Bond issuance.

iv. Further Assurances. District agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Advisor.

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i. Compliance with Laws. Advisor shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which Advisor is subject.

ii. Non-Discrimination. Advisor shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its services.

**5. TERMINATION.**

a. This Agreement may be terminated prior to the conclusion of the Term as follows:

i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of notice specifying the breach.

ii. At any time upon mutual written consent of the Parties.

b. Notwithstanding the foregoing, if District terminates this Agreement without cause ninety days (90) or fewer prior to the sale of a series of Bonds in connection with a Bond program with respect to which Advisor performed any Consulting Services, Advisor shall be entitled to receive (i) the full fee as set forth in Section 3 with respect to Financial Advisory Services provided for such Bond series. Such amounts shall be paid by District to Advisor upon District's receipt of proceeds resulting from the sale of such Bonds.

c. The District agrees that during the term and any subsequent terms of this contract that Isom Advisors, a Division of Urban Futures, Inc. shall be the sole financial advisor in relation to the sale of the Bonds, and that no additional financial advisors shall be hired by the District for the services described in this Agreement without the written consent of Isom Advisors, a Division of Urban Futures, Inc.

**6. LIMITATION OF LIABILITY.**

a. Advisor Liability. The parties agree that Advisor's officers, directors, agents and employees shall not be personally liable to District for any damages in connection with this Agreement. Advisor shall be solely liable for any finally determined damages in connection with this Agreement for which Advisor is deemed liable.

b. Limitation of Advisor Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of Advisor, Advisor's

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liability to pay damages for any damages, losses and claims incurred by District, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees paid to Advisor under this Agreement. In addition, Advisor shall not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

c. District Liability. The parties agree that District's officers, directors, agents, and employees shall not be personally liable to Advisor for any damages in connection with this Agreement. District shall be solely liable for any finally determined damages in connection with this Agreement for which District is deemed liable.

d. Limitation of District Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of District, District's liability to pay damages for any damages, losses and claims incurred by Advisor, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees to be paid to Advisor under this Agreement. In addition, District will not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

e. Survival of Liability. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

## 7. PROFESSIONAL LIABILITY INSURANCE

Advisors will procure and maintain Professional liability insurance with the minimum limits of \$1,000,000 per occurrence. Professional liability coverage provided on a "claims made" basis shall be maintained for four years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

Advisors will furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent "A VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement.

Each insurance policy shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District. Notwithstanding any commitment on the part of the insurer to provide such notice to the District, failure of Advisors to provide separate notice of any intent to cancel any policy or change policy providers, or of any actual or potential cancellation, shall constitute a breach of contract for which District shall be entitled to full indemnification under the Agreement.

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Maintenance of specified insurance coverage is a material element of this Agreement, and Advisors' failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by District.

8. **CONFIDENTIALITY OF INFORMATION.** It is mutually agreed that Advisor shall regard all information received during the performance of services pursuant to this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information to any other person without prior consent of District. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Advisor; (ii) was known to Advisor as of the time of its disclosure; (iii) is independently developed by Advisor; or (iv) is subsequently learned from a third party not under a confidentiality obligation to District. In addition, Advisor shall be entitled to disclose Confidential Information to the extent such disclosure is requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Advisor shall provide prompt, advance notice thereof to enable District to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

9. **ADDITIONAL MATTERS.**

a. **MSRB Rule G-10.**

i. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following: Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the MSRB website at [www.msrb.org](http://www.msrb.org), the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

b. **MSRB Rule G-42; Duties of Non-Solicitor Municipal Advisors.**

i. **Conflicts of Interest.** Isom Advisors represents that in connection with the issuance of municipal securities, Isom Advisors may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom Advisors' ability to provide unbiased advice to enter into such transaction.

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It should be noted that other forms of compensation (i.e. hourly or fee based) may also present a potential conflict of interest regarding Isom Advisors' ability to provide advice regarding a municipal security transaction. These conflicts of interest (if ever applicable) would not impair Isom Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Isom Advisors serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Isom Advisors client. For example, Isom Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Isom Advisors could potentially face a conflict of interest arising from these competing client interests. Isom Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the District.

If Isom Advisors becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom Advisors will disclose the detailed information in writing to the Issuer in a timely manner.

ii. Legal or Disciplinary Events. Isom Advisors does not have any legal events or disciplinary history on Isom Advisors' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:  
[www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom Advisors, we will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom Advisors, its management and personnel.

c. Governing Law; Jurisdiction. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within San Diego County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

d. Independent Contractor: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Advisors nor the Advisors' employees are employee of the District and are not entitled to any of the rights, benefits, or privileges of the



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District's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither the District nor its officers, agents or employees shall have any control over the conduct of the Advisors or any of the Advisors' employees except as herein set forth, and the Advisors expressly agrees not to represent that the Advisors or the Advisors' agents, servants, or employees are in any manner agents, servants or employees of the District, it being understood that the Advisors, its agents, servants, and employees are as to the District wholly independent Advisors and that the Advisors' obligations to the District are solely such as are prescribed by this Agreement.

e. Political Contributions: Isom Advisors may choose of its own free will to contribute time, money, or resources to political campaigns associated with the passage of a bond measure. Prior to signing this agreement, Advisor has not made, considered, or discussed a contribution to any campaign connected with the referenced bonds. This agreement does not obligate Advisor to contribute to any particular campaign or election. Advisor has in no way committed to or indicated a willingness to contribute time, money, or resources to any campaign, or to make any other contribution.

f. Conflicts of Interest: No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Advisors warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

g. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

h. Attorneys' Fees. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

i. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

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j. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Advisor:

Isom Advisors,  
a Division of Urban Futures Inc.  
1470 Maria Lane, Ste. 315  
Walnut Creek, CA 94596  
Attn.: Jonathan Isom, Managing Principal  
Telephone: (925) 478-7450  
E-mail: jon@isomadvisors.com

To District:

National School District  
1500 N. Ave.  
National City, CA 91950  
Attn.: Leighangela Brady, Superintendent  
Telephone: (619) 336-7500  
E-mail: lbrady@nsd.us

k. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

l. Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.

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

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

ADVISOR:

DISTRICT:

Isom Advisors,  
A Division of Urban Futures Inc.

National School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jonathan Isom

Name: Leighangela Brady

Title: Managing Principal

Title: Superintendent

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022

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## EXHIBIT A

### FINANCIAL ADVISORY SERVICES

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including district and county resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same
- Assist in preparation and train District members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary

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## **EXHIBIT B**

### **CONTINUING DISCLOSURE SERVICES**

- Annually review District's Continuing Disclosure requirements
- Submit to Municipal Securities Rulemaking Board the necessary filings and documentation in order to remain compliant with Continuing Disclosure requirements

## **EXHIBIT C**

### **ANNUAL DEBT TRANSPARENCY REPORT ("ADTR") SERVICES**

- Review ongoing District's Annual Debt Transparency Report ("ADTR") requirements.
- Submit to CDIAC the necessary filings and documentation to remain compliant with SB 1029 including the ADTR by Jan 31st of each year.

Agenda Item: **17.C. Accept gifts.**

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

Rationale: 1. \$41.60 from Monica Bonnet to El Toyon School for materials and supplies.

Quick Summary / Abstract: • Monica Bonnet is a parent at El Toyon School with an interest in supporting local youth through the Costco Employee Giving Campaign.

Comments: National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.

Recommended Motion: Accept gifts.

Agenda Item:

**18. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **19. ADJOURNMENT**