



Governing Board Agenda

February 9, 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, February 9, 2022

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

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

<https://youtu.be/xbDk6NdfLbQ>

*(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. ADJOURN TO CLOSED SESSION

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

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
One case
OAH 2021120774

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

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

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

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. OPEN SESSION ROLL CALL

10. 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

11. AGENDA

11.A. Accept Agenda.

Ms. Maria Betancourt-
Castañeda,
Board President

12. 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

12.A. Administration-None

Dr. Leighangela
Brady, Superintendent

12.B. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.C. Educational Services-None

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

12.D. Business Services

12.D.I. Authorize District personal property as disposal, obsolete and surplus per California Education Code 17545-17555.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

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

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS

13.A. Approve the minutes of the Regular Board Meeting held on January 19, 2022.

Dr. Leighangela
Brady, Superintendent

13.B. Adopt Resolution #21-22.16 regarding absence of Board Member Ms. Maria Dalla due to illness.

Dr. Leighangela
Brady, Superintendent

13.C. Adopt Resolution #21-22.17 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Dr. Leighangela
Brady, Superintendent

13.D. Adjust monthly stipend for Governing Board Members.

Dr. Leighangela
Brady, Superintendent

13.E. Approve membership to National Association of Latino Elected and Appointed Officials (NALEO) for Ms. Michelle Gates and renewal of membership for Ms. Maria Betancourt-Castañeda and Ms. Maria Dalla.

Dr. Leighangela
Brady, Superintendent

14. EDUCATIONAL SERVICES

14.A. Amend contract #CT3846 with EdTheory to provide Special Education Services during the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Approve contract #CT3916 with Verbal Behavior Associates to provide special education and behavioral services during the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.C. 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

14.D. Approve contract #CT3917 between the San Diego County Superintendent of Schools (SDCOE) and National School District for the Creating Opportunities in Preventing & Eliminating Suicide Grant.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.E. Approve contract #CT3920 with Young Engineers of Greater San Diego, LLC., to provide after school engineering classes for Lincoln Acres School for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

15. HUMAN RESOURCES

15.A. Approve the revised job description for Coordinator of Educational Services.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

15.B. Approve revised job description for Registered Dietitian.

Dr. Leticia Hernandez,
Assistant
Superintendent Human
Resources

16. BUSINESS SERVICES

16.A. Presentation and approval of National School District Audit Report and its findings for the 2020-2021 fiscal year. (Exhibit B)

Mr. Arik Avanesyans,
Assistant
Superintendent
Business Services

16.B. Presentation and approval of Integrity Charter School Audit Report and its findings for the 2020-2021 fiscal year. (Exhibit C)

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

16.C. Approve contract #CT3921 with Isom Advisors for Continuing Disclosure Services for the General Obligation Bond.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

16.D. Approve contract #CT3918 with Isom Advisors for Financial Advisory Services for the General Obligation Bond.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

16.E. Award contract #CT3922 for Bid #21-22-197 to August-Jaye Construction for window coverings at all school sites.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

16.F. Accept donations.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17. BOARD/CABINET COMMUNICATIONS

18. ADJOURNMENT

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

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

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

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

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

Quick Closed session in accordance with Government Code Section 54956.9:
Summary / CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Abstract: One case
OAH 2021120774

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

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

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

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. Maria Dalla, Trustee

Ms. Alma Sarmiento, Board Clerk

Ms. Michelle Gates, Trustee

Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria 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: **11. AGENDA**

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

Speaker: Ms. Maria Betancourt-Castañeda, Board President

Recommended
Motion: Accept Agenda

Agenda Item: **12. 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: **12.A. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

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

Agenda Item: **12.B.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
February 9, 2022

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

None				
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Temporary Employment

1. Ricardo Alvarado	Temporary Classroom Teacher, Grades TK-6 6.58 hours per day 185 days per year El Toyon School	February 10, 2022 to June 8, 2022	Class 1, Step 1	General Fund
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

2. Crystal Wood	Enrichment Teacher District Office	January 19, 2022 to June 8, 2022	Unpaid Leave of Absence	
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CLASSIFIED STAFF RECOMMENDATIONS
February 9, 2022

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

3. Alma Murillo	Instructional Assistant – Special Education 3.25 hours per day 210 days a year Lincoln Acres School	February 11, 2022	Range 16, Step 1	General Fund
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Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

4. Juana Gallegos	From Instructional Assistant-Health Care Lincoln Acres School to	February 10, 2022	Range 16, Step 1	General Fund
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	Instructional Assistant-Special Education 6 hours per day 210 days per year District Office			
5. Leona Wright	From Child Nutrition Services Assistant Las Palmas School to Instructional Assistant-Health Care 3.25 hours per day 210 days per year Rancho de la Nación School	February 10, 2022	Range 16, Step 1	General Fund

Leave of Absence

None				
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Agenda Item: **12.B.II. Accept the employee resignations/retirements.**

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

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

Attachments:
Resignations/Retirements

Resignations 2/9/22			
Name	Position	Location	Effective Date
Ricardo Alvarado	ELPAC Tester	District Office	January 21, 2022
Veronica Alvarez	Transportation Student Attendant	Transportation Department	February 2, 2022
Rina Bondoc	Campus Student Supervisor	Olivewood School	January 28, 2022
Berenice De La Rocha	Campus Student Supervisor	John Otis School	January 31, 2022
Vanessa Gutierrez	Office Technician-District	Human Resources Department	February 11, 2022
Alma Orozco	Instructional Assistant-Health Care	Olivewood School	January 21, 2022
Julia Osuna Bojorquez	Custodian-Night	Olivewood School	January 19, 2022
Maria Vazquez Wolfe	Impact Teacher	Las Palmas School	January 24, 2022

Retirements 2/9/22			
Name	Position	Location	Effective Date
None			

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

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

Quick Summary /
Abstract: None

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

Agenda Item: **12.D.I. Authorize District personal property as disposal, obsolete and surplus per California Education Code 17545-17555.**

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

Quick Summary / Abstract: Electronic waste (E-waste): These are items that are no longer used at the District, which include electronic items and equipment that are obsolete and/or in disrepair. These need to be removed from the school sites and recycled as E-waste in a timely manner due to storage issues and student safety concerns.

Comments: At this time, the items on the provided lists are no longer needed by the District or are no longer useable due to age and/or disrepair. Obsolete computers and audio-visual equipment are always disposed of in compliance with proper E-waste disposal methods and in compliance with California Education Code sections 17545-17555.

Financial Impact: Undetermined revenue to the General Fund

Attachments:
E-Waste list

National School District

Surplus List #1 E-Waste

Item	Quantity
Acive Votes Sets, Promethean	5
Activeview, Promethean	18
Chromebooks	205
Desk Top CPU's, Apple	5
Desk Top CPU's, Windows	11
Monitor, Desktop, Flat Screen	7
iPad Mini, Apple	21
iPad, Apple	1
Laptops Apple	2
Laptops Windows	21
Monitor, Promethean	0
Overhead Projectors	0
Peripheal Devices, Full Box (Mice, Keyboards, Speakers, etc)	12
Power Injector, Xirrus	0
Printers, Desktop	6
Printers, High Volume	0
Projectors	0
Thinkpad, Lenovo	25
Toner Cartridges	0

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

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

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

Attachments:
Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Approve the minutes of the Regular Board Meeting held on January 19, 2022.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes-1/19/2022

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

January 19, 2022

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

https://youtu.be/tsdEAOm_TUE

1. CALL TO ORDER

Board President, Ms. Maria Betancourt-Castañeda, called the meeting to order at 3:48 p.m.

2. CLOSED SESSION ROLL CALL

Attendance taken at 3:48 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Michelle Gates

Ms. Rocina Lizarraga

Absent:

Ms. Maria Dalla

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

3. PUBLIC COMMUNICATIONS-CLOSED SESSION ITEMS

None

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

Closed session was held from 3:48 p.m. to 5:48 p.m.

In closed session, the Board voted unanimously to appoint Mr. Francisco Lopez as the new principal of Kimball School.

5. ADJOURN TO CLOSED SESSION

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

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

Board President, Ms. Maria Betancourt-Castañeda, called for a moment of silence in honor of former National School District teacher Belinda Knox, who recently passed away.

8. PLEDGE OF ALLEGIANCE

Board President, Ms. Maria Betancourt-Castañeda, led the Pledge of Allegiance.

9. OPEN SESSION ROLL CALL

Attendance taken at 6:03 p.m.:

Present:

Ms. Maria Betancourt-Castañeda
Ms. Michelle Gates
Ms. Rocina Lizarraga

Absent:

Ms. Maria Dalla
Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

10. PRESENTATIONS

10.A. Superintendent's mid-year presentation on National School District progress.

Dr. Leighangela Brady, Superintendent, gave her mid-year presentation on the progress at National School District.

10.B. Introduce and welcome the new employees.

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

10.C. Neighborhood Homeless Shelter Presentation.

The San Diego Rescue Mission CEO, Mr. Donnie Dee, gave a presentation regarding the homeless shelter.

Ms. Mirna Hinojos, parent, spoke regarding the homeless shelter location.

Mr. Anthony Hinojos, parent, spoke regarding the homeless shelter location.

11. PUBLIC COMMUNICATIONS

Ms. Zayetzy Carrillo, parent, spoke regarding COVID-19 quarantine protocols and special education programs.

12. AGENDA

12.A. Accept Agenda.

Motion Passed: Acceptance of Agenda except for items 14.A., 15.D., and 17.B., passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of the Consent Agenda passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

13.A. Minutes

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

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

13.B. Administration

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

13.C. Human Resources

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

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

13.D. Educational Services

13.E. Business Services

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

14. GENERAL FUNCTIONS

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

Per Board request, this item was pulled from the agenda to be brought forth at a future meeting.

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

Motion Passed: Amendment of Employment Agreement with Leighangela Brady, Ed.D., Superintendent passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

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

Motion Passed: Amendment of Employment Agreement with Leticia Hernandez, Ed.D., passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

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

Motion Passed: Amendment of Employment Agreement with Sharmila Kraft, Ed.D., passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

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

Motion Passed: Amendment of Employment Agreement with Arik Avanesyans, passed with a motion by Ms. Rocina Lizarraga and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

15. EDUCATIONAL SERVICES

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

Motion Passed: Following discussion, adoption of updates to Title I District Parent and Family Engagement Policy passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

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

Motion Passed: Following discussion, approval of School Accountability Report Cards (SARC) for all school sites passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

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.

Motion Passed: Approval of the 2021-2022 School Plan for Student Achievement and Title I School Level Parent and Family Engagement Policy and Compact passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

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

Per staff request, this item was pulled from the agenda to be brought forth at a future meeting.

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

Motion Passed: Following discussion, approval of contract #CT3919 passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

16. 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.

Motion Passed: Award contract #CT3915 to passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

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

Per staff request, this item was pulled from the agenda to be brought forth at a future meeting.

17.C. Accept gifts.

Motion Passed: Acceptance of gifts passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

Yes Ms. Maria Betancourt-Castañeda

Absent Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

18. BOARD/CABINET COMMUNICATIONS

Ms. Lizarraga thanked the San Diego Rescue Mission for their presentation. She welcomed the new employees. She shared that she is happy that Kimball School will have a new principal soon. She thanked the Child Nutrition Services department for their hard work. She thanked Dr. Brady for her State of the District presentation. She thanked Executive Cabinet for their work and effort in keeping schools running smoothly.

Ms. Gates welcomed the new employees and the new Kimball School principal, Mr. Lopez. She thanked Dr. Brady for her State of the District presentation. She thanked Executive Cabinet for doing whatever it takes. She remarked that concerns are taken very seriously by the Board.

Mr. Avanesyans thanked the Rancho De La Nación School staff for welcoming him while filling in as principal last week. He shared that the District may be able to secure a grant for ventilation systems. The grant is up to \$800,000, and he will begin working on next steps to secure the grant.

Dr. Hernandez wished everyone a happy new year. She thanked the classified, certificated and management staff for keeping up with the constant changes of the decision tree, and always making sure our students receive the best education possible. She welcomed the new employees and the new Kimball School principal, Mr. Lopez.

Dr. Kraft welcomed the new employees and the new Kimball School principal, Mr. Lopez. She shared that Olivewood Gardens will be coming onto campuses starting February to do garden work with teachers and students. She wished everyone a happy new year.

Dr. Brady shared that she has been filling in as principal at Kimball School for the past two weeks. She thanked Mrs. Gomez and Ms. Ceseña for also assisting at Kimball School. She gave principals kudos for their hard work. She shared the new COVID-19 contact tracing protocols and the testing schedule opportunities for National School District students and staff. She thanked the Board for their continued support.

Ms. Betancourt-Castañeda wished everyone a happy new year. She thanked Dr. Brady for her State of the District presentation. She thanked the San Diego Rescue Mission for their presentation. She noted that concerns are taken very seriously by the Board. She thanked Ms. Carrillo for sharing her concerns. She added that the Board is available to help and support the community. She welcomed the new employees and the new Kimball School principal, Mr. Lopez. She thanked Mr. Avanesyans for his leadership at Rancho De La Nación School. She commented on the winter break testing sites, and thanked parents for their patience while waiting in line. She wished everyone a great evening.

19. ADJOURNMENT

Board President, Ms. Maria Betancourt-Castañeda, adjourned the meeting at 7:58 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **13.B. Adopt Resolution #21-22.16 regarding absence of Board Member Ms. Maria Dalla due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Maria Dalla was absent from the Regular Board meeting held on January 19, 2022, due to illness.

Comments: Board Bylaw BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law and that members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. See attached resolution.

Recommended Motion: Adopt Resolution #21-22.16 regarding absence of Board Member Ms. Maria Dalla due to illness.

Attachments:
Resolution #21-22.16

National School District

Resolution

#21-22.16

Absence of Board Member Maria Dalla Due to Illness

WHEREAS, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

WHEREAS, Board Policy BB 9250 states that during any year, members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Maria Dalla was absent from the Regular Board meeting held on January 19, 2022 due to illness and shall receive the maximum monthly compensation for January 2022.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 9th day of February 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **13.C. Adopt Resolution #21-22.17 regarding absence of Board Member Ms. Alma Sarmiento due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Alma Sarmiento was absent from the Regular Board meeting held on January 19, 2022, due to illness.

Comments: Board Bylaw BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law and that members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. See attached resolution.

Recommended Motion: Adopt Resolution #21-22.17 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Attachments:
Resolution #21-22.17

National School District

Resolution

#21-22.17

Absence of Board Member Alma Sarmiento Due to Illness

WHEREAS, Board Policy BB 9250 states that each member of the Governing Board may receive the maximum monthly compensation as provided for by law; and

WHEREAS, Board Policy BB 9250 states that during any year, members also may be paid for meetings they missed when the Board, by resolution, finds that they were performing designated services for the District at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Alma Sarmiento was absent from the Regular Board meeting held on January 19, 2022 due to illness and shall receive the maximum monthly compensation for January 2022.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 9th day of February 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item:	13.D. 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:	<p>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.</p> <p>Considerations for this adjustment include the following:</p> <ul style="list-style-type: none"> • 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: **13.E. Approve membership to National Association of Latino Elected and Appointed Officials (NALEO) for Ms. Michelle Gates and renewal of membership for Ms. Maria Betancourt-Castañeda and Ms. Maria Dalla.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Established in 1976, the National Association of Latino Elected and Appointed Officials (NALEO) whose constituency includes the nation's more than 6,000 elected and appointed Latino officials.

The NALEO Educational Fund is the nation's leading non-profit organization that facilitates full Latino participation in the American political process, from citizenship to public service. Established in 1981, the NALEO Educational Fund is making significant contributions to the progress of the nation's 45.5 million Latinos.

Recommended Motion: Approve membership to National Association of Latino Elected and Appointed Officials (NALEO) for Ms. Michelle Gates and renewal of membership for Ms. Maria Betancourt-Castañeda and Ms. Maria Dalla.

Financial Impact: Membership cost: \$300 (\$100 per person)
Additional staffing costs: \$0
Other cost: \$0
Annual cost
General Fund

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Amend contract #CT3846 with EdTheory to provide Special Education Services during the 2021-2022 school year.**

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

Quick Summary / Abstract: At the June 23, 2021 meeting, the Governing Board approved contract #CT3846 with EdTheory for an annual rate of \$150,000. Due to prolonged staff vacancies, staff leaves of absences, unexpected resignations, and medical needs of students; the previously approved EdTheory contract amount is not sufficient to ensure adequate support and services required by student Individualized Education Programs.

Approval of this amendment will allow National School District to access additional services provided by EdTheory, such as speech and language, specialized academic instruction, and one-on-one nursing support through June 30, 2022 in an additional amount not to exceed \$230,000.

Comments: EdTheory is one of several contracts that provides qualified personnel, when needed, to ensure there is no interruption of service for students with Individualized Education Programs.

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

Recommended Motion: Amend contract #CT3846 with EdTheory to provide Special Education Services during the 2021-2022 school year.

Financial Impact: Amendment cost: Not to exceed to \$230,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund- Special Education ESSR one-time funds

Attachments:
CT3846

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Contract No. CT3846

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

EdTheory, LLC 6701 Koll Center Parkway, Suite #250

Contractor	Taxpayer ID Number	Mailing Address
<u>Pleasanton</u>	<u>CA</u>	<u>94566</u> , hereinafter referred to as "Contractor."
City	State	Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. To provide National School District access to services provided by EdTheory, including: speech-language services, one-to-one nursing support, and specialized academic instruction.

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

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three hundred eighty thousand Dollars (\$ 380,000.00). District shall pay Contractor according to the following terms and conditions: This contract amendment increases the original contract from \$150,000.00 to \$380,000.00

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

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

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

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

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

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

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

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

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

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

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|--|
| For District: | 1500 N Avenue
National City, CA 91950 |
| For Contractor: | <u>6701 Koll Center Parkway, Suite #250</u>
<u>Pleasanton, CA 94566</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 10 day of February, 2022.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Arik Avanesyans
Typed or Printed Name

Assistant Superintendent Business Services
Title

Board Approval Date: _____

Signature of Authorized Agent

Marvel Phillip, Chief Executive Officer
Typed Name

Social Security or Taxpayer I. D. No.

925-215-7781
(Area Code) Telephone Number

Agenda Item: **14.B. Approve contract #CT3916 with Verbal Behavior Associates to provide special education and behavioral services during the 2021-2022 school year.**

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

Quick Summary / Abstract: Verbal Behavior Associates (VBA) provides temporary staffing and intervention support to ensure adequate support and services required by student Individualized Education Programs.

Approval of this contract will allow National School District to access specialized services provided by VBA such as individualized behavior plan implementation, functional behavior assessments, and individualized student supervision through June 30, 2022 in an amount not to exceed \$150,000.

Comments: Verbal Behavior Associates is one of several contracts that provides qualified personnel, when needed, to ensure there is no interruption of service for students with Individualized Education Programs.

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

Recommended Motion: Approve contract #CT3916 with Verbal Behavior Associates to provide special education and behavioral services during the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$150,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund- Special Education ESSR one-time funds

Attachments:
CT3916

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Fund Res Goal Function Object Site

Contract No. CT3916

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

Verbal Behavior Associates (VBA) 14251 Danielson Street

Contractor Taxpayer ID Number Mailing Address

Poway CA 92064, hereinafter referred to as "Contractor."

City State Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. To provide National School District access to services provided by Verbal Behavior Associates, including: individualized behavior plan implementation, functional behavior assessments, specialized academic instruction, individualized student supervision, and speech/language intervention.
2. Term. Contractor shall commence providing services under this Agreement on February 10, 2022, and will diligently perform as required and complete performance by June 30, 2022.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One hundred fifty thousand Dollars (\$ 150,000.00). District shall pay Contractor according to the following terms and conditions: N/A

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

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

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

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

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

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

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

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

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

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

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|---|
| For District: | 1500 N Avenue
National City, CA 91950 |
| For Contractor: | <u>14251 Danielson Street</u>
<u>Poway, CA 92064</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 10 day of February, 2022.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Arik Avanesyans
Typed or Printed Name

Assistant Superintendent Business Services
Title

Board Approval Date: _____

Signature of Authorized Agent

Matthew Howarth
Typed Name

Social Security or Taxpayer I. D. No.

858-924-2544
(Area Code) Telephone Number

Agenda Item: **14.C. 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 February 10, 2022 and run for 12 weeks ending the week of May 16, 2022.

The total cost for this contract is \$4,469 of which the CA Arts Council is providing matching funds of \$2,500. The cost to John A. Otis School is \$1,969.

Comments: The contract terms include 30-minute virtual live music instruction once a week.

The contract will include instruments for all 279 students - shakers (kinder - first grade), boom whackers (second grade), drumsticks (third grade), and ukuleles (fourth grade).

No services will be rendered until approved by the Governing Board.

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 \$1,969
Additional staffing cost: \$0
Other costs: \$0
One time cost
General fund- Site funds

Attachments:
CT3913

[01 . 00]-[0980 . 000]-[1110]-[1000]-[5800 . 000]-[800]
Fund Res Goal Function Object Site

Contract No. CT3913

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

Youth Philharmonic Orchestra

2535 Camino Del Rio South Suite #245

Contractor

Taxpayer ID Number

Mailing Address

San Diego

CA

92108

, 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:

- 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 February 10, 2022 and run for 12 weeks, ending the week of May 16, 2022.
The contract will include instruments for all 279 students-shakers(kinder-first grade), boomwhackers(second grade), drumsticks(third grade), and ukeleles(fourth grade). The total cost for this contract is \$4,469 of which the CA Arts Council is providing matching funds of \$2,500. The cost to John A. Otis is \$1,969.
- Term.** Contractor shall commence providing services under this Agreement on February 10, 2022, and will diligently perform as required and complete performance by May 16, 2022.
- Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One thousand nine hundred sixty nine Dollars (\$1,969.00). District shall pay Contractor according to the following terms and conditions: Vendor to bill National School District for services provided.

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

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

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

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

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

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

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

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

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

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

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

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|---|
| For District: | 1500 N Avenue
National City, CA 91950 |
| For Contractor: | <u>2535 Camino del Rio South Suite #245</u>
<u>San Diego, CA 92108</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 10 day of February, 2022.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Arik Avanesyans
Typed or Printed Name

Asst. Superintendent. Bussiness Services
Title

Board Approval Date: _____



Signature of Authorized Agent

Victoria Eicher
Typed Name

Social Security or Taxpayer I. D. No.

858-442-0237

(Area Code) Telephone Number

Agenda Item: **14.D. Approve contract #CT3917 between the San Diego County Superintendent of Schools (SDCOE) and National School District for the Creating Opportunities in Preventing & Eliminating Suicide Grant.**

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

Quick Summary / Abstract: Approval of this item will allow National School District to participate in the Creating Opportunities in Preventing & Eliminating Suicide Grant (COPES) Grant and receive revenue from San Diego County Superintendent of Schools (SDCOE).

The COPES grant was derived from the Mental Health Student Services Act (MHSSA, 2019). The intent is to expand mental health services and build partnerships with behavioral health departments that will enhance services for students and the community.

Approval of this contract is required for participation in the program. The terms of this contract are from February 10, 2022 to December 31, 2025.

No services will be rendered until approved by the Governing Board.

Comments: The San Diego County Superintendent of Schools will compensate National School District up to \$80,000 (\$20,000 per year for four years).

SDCOE will lead the COPES initiative and build the capacity National School District to support school communities that champion mental wellness by targeting efforts in:

- Staff and student wellness resiliency
- Stigma reduction
- Suicide prevention, intervention, and post intervention
- Professional development and programming for educators, staff, students, and families
- Coordinated referral pathways for students needing mental/behavioral health services

Recommended Motion: Approve contract #CT3917 between the San Diego County Superintendent of Schools (SDCOE) and National School District for the Creating Opportunities in Preventing & Eliminating Suicide Grant.

Financial Impact: Revenue: Up to \$80,000 (\$20,000 stipend per year; for four years)

Attachments:
CT3917

Services Agreement

This Agreement, for the provision of services is entered into this first day of January 2022, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and National School District (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

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

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

2. Term of Agreement.

This Agreement shall be effective from the period commencing [January 15, 2022], and ending [December 31, 2025], unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement. []

3. Termination.

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

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

4. Compensation and Reimbursement.

The SDCOE will compensate Contractor [at a rate of [\$80,000] ** OR ** at the rates found in Exhibit A], not to exceed a total of [eighty thousand dollars (\$80,000)]. Contractor understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

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

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

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

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

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

5. Confidential Relationship.

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

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

6. Public Records Act.

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

7. Ownership of Documents.

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

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

8. Fund Availability

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

9. Data Privacy and Protection

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

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

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

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

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

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

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

10. No Assignments.

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

11. Audit.

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

12. Independent Contractor.

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

13. Licenses, Permits, Etc.

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

14. Contractor's Insurance.

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

Required Amounts of Insurance:

General Liability

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

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

15. Workers' Compensation.

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

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

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

16. Tuberculosis Clearance.

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

17. Pupil Safety/School Safety Act.

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

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

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

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

The above determination is made by Mara Madrigal-Weiss, Executive Director

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

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

19. Tobacco-Free Facility.

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

20. Notices.

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

SDCOE: Mara Madrigal-Weiss, Executive Director
6401 Linda Vista Rd
San Diego, CA 92111
858-298-2068
mmadrigal@sdcoe.net

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

Contractor: Arik Avanesyans, Assistant Superintendent Business Services
1500 N Ave.
National City, CA 91950
619_336_7717
aavanesyans@nsd.us

21. Amendment.

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

22. Governing Law/Venue.

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

23. Mediation.

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

24. Compliance with Law.

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

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

25. Debarment, Suspension or Ineligibility Clause.

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

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

26. Authorization to Perform Services.

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

27. Employment with Public Agency and Retirees.

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

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

28. Conflict of Interests.

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

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

29. Counterparts.

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

30. Severability.

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

31. Entire Agreement.

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

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

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

CONTRACTOR

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Arik Avanesyans
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Assistant Superintendent Business Services
Title

Date

Date

**EXHIBIT A
SPECIAL PROVISIONS**

A. Scope of Services.

National School District will (\$20,000 stipend per year for 4 years):

- Expend the annual stipend funds for allowable expenses that include staff stipends, sub-costs, or staff related time
- Identify a COPES liaison who will participate in professional development, workshops, and project meetings to build their capacity to become a subject matter expert in suicide prevention and mental health promotion
- Identify a core leadership team (when necessary) to participate in trainings related to districtwide suicide prevention and mental health promotion practices
- Disseminate baseline and final California Healthy Kids Survey (both Core and Mental Health Supports Modules) to all of their schools
- Participate in a needs assessment, evaluation activities and the development of an individualized program plan to be implemented over the four years
- Utilize an evidence-based suicide risk screening tool (e.g. Columbia Suicide Severity Rate Scale)
- Collect and report the number of suicide risk screenings completed in all schools each month, including the following data: grade, race, gender, severity level, and outcome

EXHIBIT B
COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education (“SDCOE”) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
 - a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker’s COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
 - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail. |

Agenda Item: **14.E. Approve contract #CT3920 with Young Engineers of Greater San Diego, LLC., to provide after school engineering classes for Lincoln Acres School for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will provide Lincoln Acres School students access to services provided by Young Engineers of San Diego, LLC., which include science, technology, engineering, and mathematics by building motorized LEGO models and robots.

The inclusive (all services and supports) per diem rate for this program is \$1,632 per session. Young Engineers of Greater San Diego, LLC., will provide two six-week sessions for a total cost to Lincoln Acres School of \$3,264.

The contract terms are from February 11, 2022 to June 3, 2022.

No services will be provided until approved by the Governing Board.

Comments: Session one will run on Fridays from 3:15 pm - 4:30 pm from February 11, 2022 - April 15, 2022 for K-3rd grade students.

Session two will run on Fridays 3:15 pm - 4:30 pm from April 22, 2022 - June 3, 2022 for 4th-6th grade students.

Each in-person session will serve a maximum of 20 students.

The sessions will be facilitated by a Lincoln Acres School teacher in partnership with the Young Engineers staff.

Recommended Motion: Approve contract #CT3920 with Young Engineers of Greater San Diego, LLC., to provide after school engineering classes for Lincoln Acres School for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$3,264
Additional staffing cost: Not to exceed \$850
Other costs: \$0
One time cost
General fund- Site Funds

Attachments:
CT3920

01 - 00 0980 - 000 1110 1000 5800 - 000 600
Fund Res Goal Function Object Site

Contract No. CT3920

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

Young Engineers of Greater San Diego, LLC 5717 Kearny Villa Rd. Ste 109

Contractor Taxpayer ID Number Mailing Address

San Diego CA 92123, hereinafter referred to as "Contractor."

City State Zip Code

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

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

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

NOW, THEREFORE, the parties agree as follows:

- Vendor will provide two six-week sessions. These services will take place in-person at Lincoln Acres School. Session one will run on Fridays from 3:15 pm - 4:30 pm from February 11, 2020 - April 15, 2022. Session two will run on Fridays from 3:15 pm - 4:30 pm from April 22, 2022 - June 3, 2022. Each session will serve a maximum of 20 students.
- Term. Contractor shall commence providing services under this Agreement on February 11, 2022, and will diligently perform as required and complete performance by June 3, 2022.
- Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed three thousand two hundred sixty four Dollars (\$3,264.00). District shall pay Contractor according to the following terms and conditions: Vendor to bill district upon completion of each six week session. (\$1632.00)

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

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

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

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

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

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

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

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

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

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

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
21. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
22. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:
- | | |
|-----------------|--|
| For District: | 1500 N Avenue
National City, CA 91950 |
| For Contractor: | <u>5715 Kearny Villa Rd. Ste 109</u>
<u>San Diego, CA 92123</u> |
24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 10 day of February, 2022.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Arik Avanesyans

Typed or Printed Name

Typed Name

Asst. Superintendent, Business Services

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Approve the revised job description for Coordinator of Educational Services.**

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

Quick Summary / Abstract: Recent Federal Program Monitoring findings revealed the extent of change that has occurred in English learner program requirements. The extent of these new, more comprehensive requirements, has resulted in a need for dedicated support for English learners in the National School District.

An updated job description is being presented for Coordinator of Educational Services. Approval of this item is for the updated job description only. A future Board item will be brought forward with any staffing recommendations for this position.

Comments: This position is common in Districts with the percentage numbers of English learners as National School District.

The updated job description reflects the updated terminology and the updated duties. Clarity on language has also been updated to align this job description with others in National School District. Significant modifications to the job description are presented as highlighted and in bold.

If filled, the position would be funded by funding sources that have no impact on base budget funds.

Recommended Motion: Approve the revised job description for Coordinator of Educational Services.

Attachments:
Revised Coordinator of Educational Services Job Description

COORDINATOR: EDUCATIONAL SERVICES

Purpose Statement:

Under the direction of the Assistant Superintendent of Educational Services, the Coordinator of Educational Services assists in the development, implementation and ongoing technical assistance of English learner services and programs.

Essential Job Functions:

- **Assists** principals and school staff in providing instructional leadership, administrative assistance, professional development activities and support services to establish effective programs for English learners.
- **Assists** school administrators and staff with implementation of all categorical programs.
- **Serves** as a liaison to the ~~District Advisory Committee (DAC)~~ **ELAC (English Language Advisory Council) and the** ~~District English Language Advisory Council~~ **District Parent Advisory Council (DPAC)** to help organize and coordinate their activities toward furthering district goals.
- **Coordinates all state and internal assessments including CAASPP, ELPAC, and State exams.**
- **Assists** in the collection and evaluation of data to determine programmatic effectiveness, recommends needed program modifications and completes appropriate State Reports. **Prepares and submits all reports required by the district, county and state including but not limited to LCAP and LCAP Annual Update.**
- **Facilitates** the acquisition of materials to support the programs for all students including general education and English learners.
- **Works** with principals and staff to develop a site plan and timeline for implementation of well-articulated program for English learners.
- **Provides** staff development on effective strategies for working with English learners.
- **Provides** support and training for the new teachers **and staff that support English learners.**
- **Coordinates** ~~CELD~~ **ELPAC** training and administration at district level.
- **Monitors all compliance testing and accountability. Maintains accurate information for Federal Program Monitoring. Works with school sites to ensure compliance.**

Oversees Language Assessment Center.

Other Job Functions:

- Perform related duties as assigned.

Job Requirement – Qualifications

- Experience Required: Bilingual Spanish/English proficient with at least 3 years successful teaching experience in a bilingual classroom, experience serving on school/district level committees.

Knowledge and/or Abilities Required:

Knowledge of second language acquisition theory and bilingual education. Strong oral and written interpersonal skills using tact, patience and courtesy; principles and practices of supervision, training and providing work direction.

Abilities to establish and maintain cooperative and effective working relationships with adults; maintain records and prepare reports; analyze situations accurately and adopt an effective course of action; work independently with little direction; plan and organize work; perform a variety of specialized and responsible tasks; ability to work flexible hours. Significant physical abilities include reaching/handling/fingering, talking/hearing conversations and other sounds, visual acuity/depth perception/visual accommodation, standing/walking for prolonged periods.

Education Required:

Master's degree preferred **required.**

Licenses, Certifications, Bonding and/or Testing Required

Appropriate Administrative Services Credential. Valid California Teaching Credential with BCLAD emphasis, valid driver's license and proof of insurance. Criminal Justice Fingerprint Clearance.

Agenda Item: **15.B. Approve revised job description for Registered Dietitian.**

Speaker: Dr. Leticia Hernandez, Assistant Superintendent Human Resources

Quick Summary / Abstract: As the needs have changed over the last several years, the Registered Dietitian will also be working as the liaison between the school garden activity planners and the Child Nutrition Services department. Also, since this position works with students and parents, bilingual skills were added to the job description. The current job description does not have that specific language.

Comments: The attached revised job description is being presented for approval. Added modifications to the job description are presented in highlighted and in bold. See attached job description.

Recommended Motion: Approve revised job description for Registered Dietitian.

Attachments:
Revised Registered Dietitian Job Description

REGISTERED DIETITIAN

Purpose Statement:

The job of Registered Dietitian is done for the purpose of planning, coordinating, and monitoring the nutrition programs. Under the direction of the Director of Business Support Services, the Registered Dietitian plans, supervises, and implements menu planning, staff training, nutrition education programs for students and parents, and staff development.

Functions

- Plans, coordinates, and monitors District wide nutrition and wellness services.
- Develops curriculum and instructional materials for staff according to established procedures and regulations of the District, State, and USDA.
- Visits school sites to monitor nutrition activities and assess progress.
- Coordinates communications and serves as a technical resource concerning wellness and nutrition for students, parents, and staff. Responds to inquiries and provides information concerning programs, policies, and procedures related to wellness and nutrition.
- Provides training to staff in establishing and maintaining healthy and nutritious food service programs.
- Coordinates, schedules, and conducts informational meetings, training sessions, workshops, conferences, and special events for staff, parents, and students.
- Coordinates, analyzes, and determines the nutritional content of the menu and recipe preparation. Assures that nutritional content complies with applicable state and federal regulations and nutrition standards with Food Based Menu Planning (FBMP) and the School Meals Initiative (SMI).
- Trains staff and students to implement menus that follow FBMP.
- Communicates with staff, medical professionals, and parents, concerning food based substitutes required for students with disabilities, special needs, or food allergies.
- Develops and implements marketing of nutritious foods.
- Attends meetings, workshops, and seminars for the purpose of receiving and/or conveying information regarding CNS.
- Conducts site observations for the purpose of evaluating kitchen operations and compliance with regulations.
- Makes recommendations on the purchase of new foods and related products to ensure conformance with all District, State, and USDA guidelines. Conducts taste tests to measure student interest in potential menu items.
- Monitors District food service programs to ensure adherence to federal and state nutritional requirements in accordance with FBMP and SMI.
- Monitors adherence to District's Wellness Policy. Serves as Chairperson of Wellness Committee.
- Instructs classroom nutrition lessons (e.g. newsletter, marketing materials, instructs children, presents age appropriate lessons, etc.) for the purpose of providing nutrition education to students.
- **Serves as liaison between School Garden activity planners and the Child Nutrition Services department.**
- Performs other duties as assigned.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform multiple, technical tasks with a need to periodically upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operating equipment used in a school site kitchen, operating standard office equipment using pertinent software applications and online resources, planning and managing projects, preparing and maintaining accurate records, and adhering to safety practices.

KNOWLEDGE is required to perform advanced math, review and interpret technical information, write technical materials, and/or speak persuasively to implement desired actions, and analyze situations to define issues and draw conclusions. Specific knowledge required to satisfactorily perform the functions of the job includes food codes, menu planning, basic teaching principles, safety practices and procedures, nutrition and dietary guidelines, food safety requirements, and pertinent codes, policies, regulations and/or laws.

ABILITY is required to schedule a number of activities, meetings, and/or events; routinely gather, collate, and/or classify data; and use basic, job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using defined methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize specific, job-related equipment. In working with others, problem solving is required to analyze issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is limited. Specific abilities required to satisfactorily perform the functions of the job include: adapting to changing work environment and/or priorities; being attentive to detail; meeting deadlines and schedules; working with constant interruptions; and working under time constraints. Ability to work with a diversity of students, parents, and community members whose primary language may be other than English. **Bilingual ability, both written and spoken, is desired.**

Responsibility

Responsibilities include: working under limited supervision following standardized practices and/or methods; directing other persons within a department; and directing the use of budgeted funds within a work unit. Utilization of some resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the Organization's services.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 60% sitting, 10% walking, and 30% standing. This job is performed in a generally clean and healthy environment.

Experience Job related experience with increasing levels of responsibility is desired.

Education Minimum of Bachelor's degree in nutrition or a closely related field.

Required Testing

Pre-Employment Drug Screening
Pre-Employment Proficiency Test
Pre-Placement Physical Exam

Certificates & Licenses

Registered Dietitian Credential
ServeSafe Certification
Valid Driver's License and Evidence of Insurability

Continuing Ed. Training

None Specified

Clearances

Criminal Justice/Fingerprint Clearance
Tuberculosis Clearance

FSLA Status

Approval Date

Salary Grade

Supervisory 35

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Presentation and approval of National School District Audit Report and its findings for the 2020-2021 fiscal year. (Exhibit B)**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent Business Services

Quick Summary / Abstract: It is the intent of the Legislature to encourage sound fiscal management practices among school districts for the most efficient and effective use of public funds for the education of the children in California by strengthening fiscal accountability at the district, county, and state level.

National School District had no audit findings for the 2020-2021 fiscal year.

Comments: Education Code 41020 requires the Governing Board to provide an audit of the books and accounts of the District, including an audit of District income and expenditures by source of funds. The audit for the preceding fiscal year shall be conducted no later than December 15 and reported to the Board on or before January 31 and filed with the County Superintendent of Schools, the State Department of Education and the State Controller.

The annual audit of all funds of National School District for the 2020-2021 fiscal year was conducted by Wilkinson & Hadley & Co., LLP, CPA's (Bob Wilkinson, Partner).

Mr. Bob Wilkinson will be present at the Board meeting to answer any questions.

Recommended Motion: Presentation and approval of National School District Audit Report and its findings for the 2020-2021 fiscal year. (Exhibit B)

Attachments:
Exhibit B

Agenda Item: **16.B. Presentation and approval of Integrity Charter School Audit Report and its findings for the 2020-2021 fiscal year. (Exhibit C)**

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

Quick Summary / Abstract: It is the intent of the Legislature to encourage sound fiscal management practices among school districts for the most efficient and effective use of public funds for the education of the children in California by strengthening fiscal accountability at the district, county, and state level.

Integrity Charter School had no audit findings for the 2020-2021 fiscal year.

Comments: Education Code 41020 requires the Governing Board to provide an audit of the books and accounts of the District, including an audit of school district income and expenditures by source of funds. The audit for the preceding fiscal year shall be conducted no later than December 15 and reported to the Board on or before January 31 and filed with the County Superintendent of Schools, the State Department of Education and the State Controller.

The annual audit of all funds of Integrity Charter School for the 2020-2021 fiscal year was conducted by Wilkinson & Hadley & Co., LLP, CPA's (Bob Wilkinson, Partner). A copy of the Integrity Charter School Audit Report is available for review at the National School District Business Office and the Integrity Charter School Office.

Mr. Bob Wilkinson will be present at the Board meeting to answer any questions.

Recommended Motion: Presentation and approval of Integrity Charter School Audit Report and its findings for the 2020-2021 fiscal year. (Exhibit C)

Attachments:
Exhibit C

Agenda Item: **16.C. Approve contract #CT3921 with Isom Advisors for Continuing Disclosure Services for the General Obligation Bond.**

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

Quick Summary / Abstract: Approval of this contract will allow National School District to contract with Isom Advisors, a division of Urban Futures Inc., to provide continuing disclosure services with respect to general obligation bonds.

The term of this contract is five years; effective February 2021 through February 2024, with two mutual options to continue services for one year periods.

Comments: Isom Advisors will provide continuing disclosure services pursuant to the terms and conditions set forth in contract #CT3921.

Recommended Motion: Approve contract #CT3921 with Isom Advisors for Continuing Disclosure Services for the General Obligation Bond.

Financial Impact: Contract cost: Not to exceed \$4,000
Additional staffing cost: \$0
Other costs: \$0
Annual cost
Fund 21-General Obligation Bond

Attachments:
CT3921

Consulting Services Agreement

Annual Debt Transparency Report & Continuing Disclosure

CT3921

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").

Advisor agrees to:

Annual Debt Transparency Report

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

Continuing Disclosure

1. Review ongoing District's Continuing Disclosure ("CD") requirements.
2. Submit to MSRB the necessary filings and documentation to remain compliant with CD requirements including the annual report as well as other material event filings.

District agrees to:

1. Fully cooperate and assist Advisor in providing appropriate data for the development of the ADTR and the Continuing Disclosure on behalf of District.
2. Agrees to an initial three year term with successive 1 year extension periods as mutually agreed upon.

Consideration:

Annual Debt Transparency Report

1. In consideration for the above services, District agrees to pay Advisor pursuant to the following:
 - a. An annual fee of \$250 per report filing, for the documentation and filing of the requirements pursuant to SB 1029, which requires individual filings for each debt issuance; paid within 30 days of receipt of invoice.
 - b. In any future year, the District may, at its own discretion, choose not to have Advisor complete the ADTR Services, and shall inform Advisor no later than December 1 of said filing year.
 - c. This agreement shall terminate with 30 days written notice from either party sent via certified mail; any outstanding expenses incurred shall be paid immediately by the District.

Continuing Disclosure

2. In consideration for the above services, District agrees to pay Advisor pursuant to the following:
 - a. A fee of \$3,000 plus expenses incurred to prepare the Annual Report paid within 30 days of receipt of invoice.
 - b. In any future year, the District may, at its own discretion, choose not to have Advisor complete the Continuing Disclosure Services, and shall inform Advisor no later than January 1 of said year.
 - c. This agreement shall terminate with 30 days written notice from either party sent via certified mail; any outstanding expenses incurred shall be paid immediately by the District.

Arbitration:

In the event of a dispute between the parties regarding the terms or performance of this Agreement, the parties agree to decide this dispute under the rules of the American Arbitration Association.

Complete Agreement:

The parties agree that this Agreement is the complete agreement between the parties superseding all prior written or oral agreements between the parties. The parties further agree that this Agreement can be altered or modified only through a writing signed and dated by both parties.

National School District

Isom Advisors,
a Division of Urban Futures, Inc.

Leighangela Brady
Superintendent

Date

Jon Isom
Managing Principal

Date

Agenda Item: **16.D. Approve contract #CT3918 with Isom Advisors for Financial Advisory Services for the General Obligation Bond.**

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

Quick Summary / Abstract: Approval of this contract will allow National School District to contract with Isom Advisors, a division of Urban Futures Inc., to provide consulting services such as market and tax base analysis, legal and rating requirements, bond purchase agreements, and Board updates with respect to general obligation bonds.

The term of this contract is five years; effective February 2021 through February 2026.

Comments: Isom Advisors will provide financial advisory services set forth on contract #CT3918.

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

Financial Impact: Costs are only incurred when general obligation bonds are issued.

Contract cost: Not to exceed \$65,000 per bond issuance

Additional staffing cost: \$0

Other costs: Not to exceed \$2,000 per bond issuance

One time cost

Fund 21-General Obligation Bond

Attachments:
CT3918

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 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. Fees for Financial Advisory Services shall be paid out of proceeds received by the District resulting from the sale of Bonds.

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).

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.

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 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.

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, 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.

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.

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 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.

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.

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
Title: Managing Principal

Name: Leighangela Brady
Title: Superintendent

Dated: _____, 2022

Dated: _____, 2022

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

Agenda Item: **16.E. Award contract #CT3922 for Bid #21-22-197 to August-Jaye Construction for window coverings at all school sites.**

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

Quick Summary / Abstract: On June 23, 2021, the Governing Board approved funds to advertise a public bid to contractors for installation of window coverings at multiple school sites.

National School District passed Measures N and HH, General Obligation bonds in November 2016. The purpose of bond funding is to pay for repair, upgrade and replacement of aging school facilities including facility equipment.

School security is a high priority of the National School District. An important aspect of security in an emergency situation is the ability to quickly and easily close window coverings so that intruders cannot see inside the classroom. After completion of this project there will be window blinds in every hard-built classroom in the District.

Comments: Bids were publicly opened on January 24, 2022. The District received two (2) bids for this project:
Base Bid

- August-Jaye Construction \$239,000
- Olympos Construction \$491,000

The District requires a minimum of three references for each bidder. All references for the low bidder were checked.

Recommended Motion: Award contract #CT3922 for Bid #21-22-197 to August-Jaye Construction for window coverings at all school sites.

Financial Impact: Contract cost: \$239,000
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Obligation Bond

Attachments:
CT3922

**CONTRACT AGREEMENT
CT3922**

THIS AGREEMENT, made this 10th day of February, 2022, in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and August-Jaye Construction, hereinafter called the Contractor,

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

ARTICLE 1 - 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:

**WINDOW COVERINGS AT MULTIPLE SCHOOL SITES
BID 21-22-197**

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed by July 14, 2023.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 - 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 costs, the sum of: Two Hundred Thirty Nine Thousand Dollars (~~\$239,000.00~~), the following amounts stipulated in the bid.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- Addendum 1
- Designation of Subcontractors
- List of Subcontractor's DIR Registration Numbers
- Noncollusion Affidavit
- Agreement
- Bid Bond
- Performance Bond
- Payment Bond for Public Works
- Recycled Content Certification
- Contractor Fingerprinting Requirements
- Asbestos-Free Materials Certification
- Drug-Free Workplace Certification
- Contractor's Certificate Regarding Workers' Compensation
- General Conditions and Special Conditions
- Project Manual and Specifications
- Drawings
- Certification of Contractor and Subcontractor Division of Industrial Relations Registration

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:

License No. _____ DIR # _____

By _____

Its _____

DISTRICT:
National School District

By _____

Its _____

Governing Board Date _____

(Corporate Seal)

Agenda Item: **16.F. Accept donations.**

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

Rationale: 1. 1,500 preschool and kinder-1st grade level reading books from Reading It Again San Diego to National School District's Preschool.

2. Various reading books, math manipulatives, and science equipment from Max Diep Hong to Lincoln Acres School for any student needs.

Quick Summary / Abstract: • Read It Again San Diego is a community organization that donates gently used books to underserved schools in San Diego.

• Max Diep Hong is a local community member with an interest in supporting youth.

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 donations.

Agenda Item:

17. BOARD/CABINET COMMUNICATIONS

Agenda Item: **18. ADJOURNMENT**