



Governing Board Agenda

February 12, 2020

Welcome

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

Our Governance Team

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

Barbara Avalos, President

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

Maria Betancourt-Castañeda, Member

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

Leighangela Brady, Secretary

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

Brian Clapper, Clerk

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

Maria Dalla, Member

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

Alma Sarmiento, Member

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

This meeting may be recorded

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

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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



**NATIONAL
SCHOOL DISTRICT**

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



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

CORE VALUES

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, February 12, 2020

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

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. PUBLIC COMMUNICATIONS

Barbara Avalos,
Board President

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the 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 one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

3. ADJOURN TO CLOSED SESSION

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

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 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
One case
OAH: OAH 2019120756

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: Leticia Hernandez
Employee organizations: California School Employees Association
National City Elementary Teachers Association

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

**9.A. California Schools Voluntary Employees Benefits Association (VEBA)
State of the Trust Presentation.**

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

9.B. Recognize Ms. Valeria Haymes Lopez, Palmer Way School, Administrative Assistant-School, as National School District Employee of the Month for February 2020.

Alfonso Denegri,
Principal, Palmer Way
School & Maria Dalla,
Board Member

9.C. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources &
Barbara Avalos,
Board President

10. PUBLIC COMMUNICATIONS

Barbara Avalos,
Board President

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11. AGENDA

11.A. Accept agenda.

Barbara Avalos,
Board President

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Barbara Avalos,
Board President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on January 22, 2020.

Leighangela Brady,
Superintendent

12.B. Administration - None

Leighangela Brady,
Superintendent

12.C. Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.D. Educational Services – None	Sharmila Kraft, Assistant Superintendent, Educational Services
12.E. Business Services	
12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.	Christopher Carson, Assistant Superintendent, Business Services
13. GENERAL FUNCTIONS	
13.A. Adopt Resolution #19-20.17 supporting Schools and Communities First.	Leighangela Brady, Superintendent
13.B. Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castañeda, Brian Clapper and Maria Dalla.	Leighangela Brady, Superintendent
14. EDUCATIONAL SERVICES	
14.A. Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District office.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.B. Amend contract #CT3045 with South Bay YMCA for Before and After School program for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.C. Approve contract #CT3695 with Olivewood Gardens and Nutrition to provide parents nutrition and cooking classes for Las Palmas School.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.D. Approve contract #CT3705 with Mobile-ed Productions to provide a mobile museum focusing on student learning of STEAM at Lincoln Acres School.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.E. Approve contract #CT3708 with Play-Well TEKnologies for engineering classes at Rancho de la Nación School.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.F. Approve Memorandum of Understanding #CT3711 with WestEd for administration of the California Healthy Kids Survey during the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services

15. HUMAN RESOURCES

15.A. Approve 2020-2021 school year work calendar.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

15.B. Approve Internship Agreement #CT3709 between the Gwynedd Mercy University and National School District.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16. BUSINESS SERVICES

16.A. Discuss potential seating area project in drop-off/pick-up area at Ira Harbsion School.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.B. Approve fee waiver for Use of Facilities at Lincoln Acres School.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.C. Award contract #CT3707 to GigaKOM for Internal Connections – Firewall for District Network for E-Rate Funding Year 2020.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.D. Accept gifts.

Christopher Carson,
Assistant
Superintendent,
Business Services

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the 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 one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **3. ADJOURN TO CLOSED SESSION**

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

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

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

Agenda Item: **5. RETURN TO OPEN SESSION**

Agenda Item: **6. CALL TO ORDER**

Agenda Item: **7. PLEDGE OF ALLEGIANCE**

Agenda Item: **8. ROLL CALL**

Quick Summary / Board:

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

Staff:

Dr. Leighangela Brady, Superintendent-Administration
Mr. Christopher Carson, Assistant Superintendent-Business Services
Dr. Leticia Hernandez, Assistant Superintendent-Human Resources
Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. California Schools Voluntary Employees Benefits Association (VEBA) State of the Trust Presentation.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: National School District is a valued member of the California Schools Voluntary Employees Benefits Association (VEBA) non-profit health care trust. As the provider of National School District employee health and well-being programs, VEBA is excited to share how they have successfully saved the district money while delivering high value health care benefits.

Comments: VEBA Representatives will be sharing information on the District's partnership, as well as new well-being initiatives and resources centered around helping employees achieve optimal health.

Agenda Item: **9.B. Recognize Ms. Valeria Haymes Lopez, Palmer Way School, Administrative Assistant-School, as National School District Employee of the Month for February 2020.**

Speaker: Alfonso Denegri, Principal, Palmer Way School & Maria Dalla, Board Member

Quick Summary / Abstract: Ms. Haymes Lopez has been working with Palmer Way for the past four years.

Ms. Haymes Lopez greets everyone who enters the office warmly with a smile. She takes pride in her work, and her dedication improves all aspects of the school. She is a positive, motivated and friendly Administrative Assistant.

Ms. Haymes Lopez is constantly thinking about the students at Palmer Way School and ways she can help make the school the best for all learners. Although the office can be extremely busy at times, Ms. Haymes Lopez handles all challenges with grace and professionalism.

Ms. Haymes Lopez is a problem solver and approaches all situations with a positive can-do attitude. She always makes sure to let everyone know that they are heard and appreciated; this is true for students, parents, community members, staff members and teachers. If she doesn't have the answer, she finds it quickly.

It is heartwarming to see Ms. Haymes Lopez interacting with staff and students. She is kind, helpful, funny, and always willing to lend a helping hand. She cultivates relationships with staff and students that foster a positive school culture.

Ms. Haymes Lopez' organizational skills are exceptional. She manages the day-to-day and the yearly expectations with ease. She has developed systems that help Palmer Way School run smoothly and efficiently.

Ms. Haymes Lopez exemplifies the National School District core values of kids first, relationships matter, and whatever it takes.

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources & Barbara Avalos, Board President

Quick Summary / Abstract: The employees on the attached list were approved at the January 22, 2020 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 2/12/20		
Name	Position	Location
1. Fabiola Aguirre	Instructional Assistant-Health Care	Las Palmas School
2. Jose Chavez	Custodian-Night (Rover)	Maintenance and Operations Department
3. Alejandra Cisneros	Instructional Assistant-Health Care	Palmer Way School
4. Melissa Dalipe Arroyo	Instructional Assistant-Special Education	Las Palmas School
5. Estrella Galvan	Instructional Assistant-Special Education	Ira Harbison School
6. Vilma McGarry	School Psychologist	Palmer Way School
7. Mylene Santos	Campus Student Supervisor	Ira Harbison School
8. Claudia Vejar Mendivil	Campus Student Supervisor	Palmer Way School

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary /
Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the 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 one matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **11. AGENDA**

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

Speaker: Barbara Avalos, Board President

Recommended
Motion: Accept agenda

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

Speaker: Barbara Avalos, Board President

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

Recommended Motion: Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on January 22, 2020.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Board Minutes-01/22/2020

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

January 22, 2020
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:07 PM:

Present:

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

1. CALL TO ORDER

Board President, Barbara Avalos, called the meeting to order at 4:00 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:00 p.m. to 6:00 p.m.

Board President, Barbara Avalos, announced that in Closed Session the Governing Board voted unanimously to approve a compromise agreement and release in OAH Case No. 2019110543. The agreement includes funds for special education services in exchange for a waiver of claims against the District.

Board President, Barbara Avalos, announced that in Closed Session, the Governing Board voted unanimously to appoint Ms. Janna Piper as the new Director of Student Support Services.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Barbara Avalos, called the meeting to order at 6:03 p.m.

7. PLEDGE OF ALLEGIANCE

Student, Emely Carames, led the Pledge of Allegiance.

8. ROLL CALL

Ms. Vanessa Ceseña took roll call.

9. PRESENTATIONS

9.A. Presentation by Central School students.

Students from Central School gave a presentation on offshore drilling.

Board Member, Ms. Maria Dalla, presented each of the students with a certificate and book.

9.B. Recognize Ms. Deanna Guerra, Central School, as an Exceptional National School District Volunteer.

Recognized Ms. Deanna Guerra, Central School, as an Exceptional National School District Volunteer.

Board Members, Mr. Brian Clapper and Ms. Maria Betancourt-Castañeda, presented Ms. Guerra with a certificate and a District logo clock.

9.C. Recognize Ms. Lucy Rodriguez, Las Palmas School, Psychologist, as National School District Employee of the Month for January 2020.

Ms. Sonia Ruan, Principal, Las Palmas School, recognized Ms. Lucy Rodriguez, Psychologist, as the National School District Employee of the Month for January 2020.

Board Member, Maria Betancourt-Castañeda, presented Ms. Rodriguez with a certificate and an engraved District pen.

9.D. Introduce and welcome the new employees.

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

Board President, Barbara Avalos, presented each new employee with a District pin.

9.E. 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. PUBLIC COMMUNICATIONS

Ms. Mona Rios, Vice Mayor of National City, spoke regarding item 13.C.

Ms. Christina Benson, NCETA, spoke regarding Schools and Community First Initiative.

11. AGENDA

11.A. Accept agenda.

Motion Passed: With the exception of item 15.A, acceptance of the agenda passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

Per staff request, the Governing Board tabled agenda item 15.A and will be brought forth at a future meeting.

President Barbara Avalos called the meeting to a recess at 7:20 p.m.

President Barbara Avalos reconvened the public meeting at 7:30 p.m.

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Consent Calendar passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on December 11, 2019.

12.A.II. Approve the minutes of the Special Board Meeting held on December 17, 2019.

12.B. Administration

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

12.C. Human Resources

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

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

12.D. Educational Services

12.D.I. Approve School Accountability Report Cards (SARC) for the 2018-2019 school year (Exhibit A).

12.E. Business Services

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

13. GENERAL FUNCTIONS

13.A. Approve revision to the calendar of the National School District Governing Board meeting schedule for the 2020 calendar year.

Motion Passed: Following discussion, revision of the Governing Board meeting schedule for 2020 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

13.B. Discussion of California School Boards Association's (CSBA'S) 2020 Legislative Action Day.

Governing Board members discussed attendance to the upcoming 2020 Legislative Action Day.

13.C. Discussion regarding Board Member Clapper private endorsement of upcoming Ballot Measure J.

Board Member, Brian Clapper, read the following statement:

"The Board agenda includes a discussion item regarding my public opposition to upcoming Ballot Measure J. This item is on the agenda to clarify that while I publicly took a position against Ballot Measure J, I did so in my private unofficial capacity and not on behalf of the Governing Board.

It's my understanding that District officers and employees may endorse or oppose a ballot measure in their private capacity, and may identify themselves by the District title, however, a disclaimer of District endorsement/opposition should be included if there could reasonably be confusion about whether the endorsement/opposition is made in an official or unofficial capacity.

I inadvertently did not include the disclaimer, and the purpose of this discussion item is to clarify that my action was taken in my private capacity and not on behalf of the Governing Board. I want to clearly state the Governing Board has not taken a position on Ballot Measure J."

14. EDUCATIONAL SERVICES

14.A. Information regarding Outside School Learning (OSL) Pilot.

Dr. Wendy O'Connor, Director of Literacies, Educational Technology & Innovation, shared the process of the Outside School Learning (OSL) Pilot for student internet access at home.

14.B. Presentation and progress report on the 2019 National City Collaborative Family Resource Center (FRC).

Mr. Mauricio Torre, and Ms. Eva Watts hared a presentation regarding the current impact and services of the National City Collaborative FRC program.

14.C. Approve consultant contract #CT3600 with Literature Comes to Life to provide two Literacy and Performing Arts assemblies at Ira Harbison School.

Motion Passed: Following discussion, consultant contract #CT3600 passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14.D. Approve consultant contract #CT3678 with Literature Comes to Life to provide two Literacy and Performing Arts assemblies at Las Palmas Elementary School.

Motion Passed: Consultant contract #CT3678 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

14.E. Approve #CT3700 with Dr. Jill Weckerley for an Independent Educational Evaluation (IEE) for student #3714822 for 2019-2020 school year.

Motion Passed: Approval of #CT3700 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

14.F. Approve #CT3702 with Miguel Montiel, Coastal Speech Therapy, Inc. for an Independent Educational Evaluation (IEE)for student #3714822.

Motion Passed: Approval #CT3702 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

14.G. Amend Master Contract #CT3312 (Exhibit C) with Stein Education Center for the 2019-2020 school year.

Motion Passed: Amendment of Master Contract #CT3312 passed with a motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

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

14.H. Ratify Individual Service Agreement #CT3703 with Stein Education Center to provide an educational program for student #3712441 for the 2019-2020 school year.

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

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

15. HUMAN RESOURCES

15.A. Approve 2020-2021 school year work calendar.

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

16. BUSINESS SERVICES

16.A. Presentation and approval of National School District Audit Report (Exhibit D) and its findings for the 2018-2019 fiscal year.

Motion Passed: Approval of National School District Audit Report and its findings for the 2018-2019 fiscal year passed with a motion by Ms. Maria Betancourt- Castañeda and a second by Mr. Brian Clapper.

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

16.B. Presentation and approval of Integrity Charter School Audit Report (Exhibit E) and its findings for the 2018-19 fiscal year.

Motion Passed: Approval of Integrity Charter School Audit Report and its findings for the 2018-2019 fiscal year passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

16.C. Accept gifts.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento welcomed everybody back from winter break. She took a moment to share highlights in the life of Mr. Brandon and Ms. Romero who recently passed away. She will share dates and times of memorial services, when available.

Ms. Betancourt-Castañeda apologized for the long meeting. She congratulated staff who were recognized and congratulated Central students on their very informative presentation. She shared she recently attended the Governor's Budget Workshop which was very informative and thanked Mr. Carson and Dr. Kraft for driving her. She thanked staff for providing verification of Board Member rotation procedures and welcomed everyone back.

Ms. Dalla congratulated all presenters and Central School students, she wished everyone a good night.

Mr. Clapper welcomed everyone back and wished them a good night.

Mr. Carson shared that he recently attended the Governor's budget conference, and that although districts are expected to receive roughly \$231 in revenues, the average step and column and STRS and PERS increases will actually cause revenues to be at -\$82. He also added that it was his fiduciary duty to inform the Board and the public of declining enrollment and attendance projections in which current year information shows a decline at first interim.

Dr. Hernandez congratulated Central student presenters and welcomed new employees.

Dr. Kraft thanked all presenters and a special shout out to the student presentation.

Dr. Brady congratulated Ms. Piper on her new position, and she thanked the Board for supporting biliteracy. She asked the Board feedback on how they would like to review policies. She wished Dr. Kraft an early happy birthday.

Ms. Avalos thanked Central students for the great job on their presentation. Congratulated the employee of the month, and exceptional volunteer. She thanked Ms. Sarmiento, Ms. Dalla, and Mr. Clapper for voting for her to be President. She shared information gathered at the District Parent Advisory Council (DPAC) and the District English Language Advisory Committee (DELAC). She also shared information gathered at the Governor's Budget Workshop and expressed that we cannot spend our reserve money and we must be very careful on what we are spending. Another thing she learned, were reasons for declining enrollment at a state-wide level. She apologized for keeping everyone late and thanked everyone present.

19. ADJOURNMENT

Board President, Barbara Avalos, adjourned to closed session with Governing Board members only, at 9:41 p.m.

Board President, Barbara Avalos, adjourned the meeting at 9:50 p.m.

No action was taken in closed session.

Clerk of the Governing Board

Secretary to the Governing Board

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

Speaker: Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

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

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

Speaker: 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 12, 2020

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

CLASSIFIED STAFF RECOMMENDATIONS
February 12, 2020

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Placement</u>	<u>Funding Source</u>
Employment				
None				
Temporary Employment				
1. Gloria Gonzalez	Clerical Assistance for the ELPAC Assessment Team Not to exceed 6 hours per day District Office	February 13, 2020 – June 3, 2020	Extra Substitute Clerical Rate \$19.38 per hour	Title I Fund
Temporary Employment				
None				
Temporary Employment				
None				
Additional Duties				
None				
Contract Extension/Change				
None				
Leave of Absence				
None				

Agenda Item: **12.C.II. Accept the employee resignations/retirements.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Attachments:
Resignations/Retirements

Resignations 2/12/20			
Name	Position	Location	Effective Date
Justin Bowman	Child Nutrition Services Assistant	El Toyon School	January 29, 2020
Maria Tantay	Instructional Assistant- Health Care	Preschool Center	January 31, 2020

Retirements 2/12/20			
Name	Position	Location	Effective Date
None			

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

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / None

Abstract:

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

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

Speaker: Christopher Carson, 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. Adopt Resolution #19-20.17 supporting Schools and Communities First.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: The National School District Governing Board previously passed resolution #17-18.14 calling for full and fair funding of California's public schools. The Schools and Local Communities Funding Act will provide about \$5.3 billion annually for K-14 schools. This resolution acknowledges that the National School District also endorses the Schools and Communities First Funding Act for a ballot measure in November 2020.

Comments: The Governing Board of the National School District urges the State Legislature to fund California public schools at the national average or higher by the year 2020, and at a level that is equal to or above the average of the top ten states nationally by 2025 and to maintain, at a minimum, this level of funding until otherwise decreed.

Recommended Motion: Adopt Resolution #19-20.17 supporting Schools and Communities First.

Attachments:
Resolution #19-20.17

National School District Resolution

#19-20.17

SCHOOLS AND COMMUNITIES FIRST

WHEREAS, public schools in California face challenges in providing an equitable and fair education for a student population with vast differences in language, income, parental education level, and other social, educational, and economic factors;

WHEREAS, school funding in California is \$2,400 per pupil less than the national average and \$10,000 below the top-funded states, while California's cost of living is among the highest in the nation;

WHEREAS, per-pupil support, which relies on state funding, has declined from the top 10 in the nation to the bottom quarter;

WHEREAS, staffing ratios for teachers, guidance counselors, librarians, and administrators in California rank at the bottom in the nation;

WHEREAS, research has proven that investments in high needs students raises achievement levels, lowers poverty, and increases the productivity of the workforce;

WHEREAS, the National School District Governing Board previously passed resolution #17-18.14 calling for full and fair funding of California's public schools and urged the State Legislature to fund California public schools at the national average or higher by the year 2020; and at a level that is equal to or above the average of the top ten states nationally by 2025 and to maintain, at a minimum, this level of funding until otherwise decreed.

WHEREAS, the Schools and Local Communities Funding Act is on the November 2020 ballot;

WHEREAS, the measure provides about \$5.3 billion annually for K-14 schools;

WHEREAS, the measure will provide funding to all school districts, over and above Proposition 98 funding, and following the local control funding formula to all students in need in all districts;

WHEREAS, the Schools and Local Communities Funding Act will also provide billions in funding yearly for cities, counties, and special districts in locally controlled revenues for affordable housing, parks, libraries, emergency responders, health and human services, libraries, and public infrastructure;

Resolution #19-20.17
February 12, 2020
Page 2

THEREFORE, BE IT RESOLVED, that the National School District endorses the Schools and Communities First Funding Act for a ballot measure in November 2020.

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.B. Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castañeda, Brian Clapper and Maria Dalla.**

Speaker: 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: Renew National Association of Latino Elected and Appointed Officials (NALEO) membership for Barbara Avalos, Maria Betancourt-Castaneda, Brian Clapper and Maria Dalla.

Financial Impact: Membership cost: \$400
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve the Comprehensive School Safety Plan (CSSP) for each National School District elementary school and the District office.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Senate Bill 187 requires that all schools develop a Comprehensive School Safety Plan. This legislation and District policy require that the plan must be developed and approved by the School Site Council and approved by the School Board each school year. The required elements of the plan include, at a minimum:

1. Assess current school climate
2. Identify safe school strategies and programs
3. Address the school's procedure for complying with existing laws relating to school safety
4. Develop a School Crisis Response Plan

Comments: Each year, schools revise the School Safety Plan to outline current school policies in the areas of discipline, safe ingress and egress patterns at the school site, uniform policies and crisis response procedures. All ten schools, the District Office and National City Police Department (NCPD)/National City Fire Department (NCFD) have reviewed and revised their plans and have provided the District with documentation of plan approval by the School Site Council. Public plans are available for review at each school site and District Office.

Agenda Item: **14.B. Amend contract #CT3045 with South Bay YMCA for Before and After School program for the 2019-2020 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: National School District contracts with South Bay YMCA to provide Before and After School services to all ten schools. Costs are offset for these services using funding received through the After School Education & Safety (ASES) state grant program. The contract requires National School District to increase or reduce this amount if the California Department of Education adjusts the reimbursement rate.

Comments: On February 13, 2019, National School District Board of Trustees approved #CT3045 for a reimbursement amount not to exceed \$1,760,780.00.

Recently, the California Department of Education increased the grant award by a rate of approximately 11.82%, increasing the total reimbursement from \$1,797,586.52 to \$2,010,118.07 (an increase of \$212,531.55).

Approval of this amendment will allow the contract to be adjusted as required to reflect the increased state reimbursement rate. With the rate increase, South Bay YMCA will be able to increase enrollment and offer more after school services to students.

Recommended Motion: Amend contract #CT3045 with South Bay YMCA for Before and After School program for the 2019-2020 school year.

Financial Impact: Contract cost: Not to exceed \$2,010,118.07
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3045

Contract Type Expense	SDCOE CONTRACT ROUTING FORM	Contract # 19201073
Awarding Agency Contract #		Amendment #

DEC 13 2019

Requesting Department	
Department Name	Expanded Learning
Program Name	Before & After School
Contact Person's Name	Gabriela B. Delgado
Phone	858-292-3733
Contact Email	gbaeza@sdcoe.net
Administrative Asst.	Anabel Mireles
Admin Email	anabel.mireles@sdcoe.net

Contractor Information	
Contractor Name	National School District
Supplier ID #	
Contact Person	Sharmila Kraft, Ed.D.
Address	1500 N Avenue
City	National City
State and Zip	91950
Phone	(619) 336-7742
Fax	
Email	skraft@nsd.us

Contract/Agreement Description	
Income Contract Requirements	<input type="checkbox"/> Invoicing Indirect Rate or \$ <input type="checkbox"/> ALL EXPENSE CONTRACTS REQUIRE INSURANCE Required Insurance Attached

Purpose of Contract (Brief description of goods/services)	AFTER SCHOOL EDUCATION AND SAFETY (ASES) ~ GRANT ID: 37-24239-10371-EZ ~ MOA FOR THE AMOUNT NEEDED TO FUND DISTRICT ASES PROGRAM FOR 19/20 SCHOOL YEAR ~ Direct Grant: 65%, 25% & 10% Payment. Contract payment via auditor transfer.	
Term of Contract	From: 7/1/2019	To: 6/30/2020

Original Contract Amount	\$ 2,010,118.07	Budget String If multiple budget strings insert all budgets and appropriate % allocation							
Prior Amendment Amount (if any)	\$	Fund	Resource	Goal	Function	Object	Site	%	Proj year
Current Amendment Amount	\$	0100	6010415	8600	2100	5100000	403	100	0
Cumulative Contract Amount	\$ 2,010,118.07								

Contract Routing and Approvals			
Program Business Specialist	Vy Nguyen	Signature/Date	<i>Vy Nguyen</i> 11/22/19
Program Manager/Director	Gabriela B. Delgado	Signature/Date	<i>Gabriela B. Delgado</i> 11/22/19
Division Assistant Superintendent	Rebecca Mendiola	Signature/Date	<i>Rebecca Mendiola</i> 12.12.19

Route to 501 Purchasing and Contracts			
Purchasing/Contracts Supervisor	<i>[Signature]</i>	Date	12/16/19
Fiscal/Budget	<i>Phyllis Arail = 3,892,351.00</i>	Date	12-13-19
Remarks	Please call Anabel ext. 3131 to pick up all to send to district for counter signature.		

Legal *[Signature]*

Purchasing Only Comments

Sent to Contractor for Signature	
Sent to Dept When Complete:	
Insurance Received	

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) is entered into this 1st day of July 2019 by and between the **San Diego County Superintendent of Schools** (herein known as "SDCOE" or "County") and **National School District** (herein known as "District") who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the California *Education Code* (EC) sections 8482-8484.65. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the County to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the County due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the County within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For After School programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students to participate every day that the after school component operates. Middle school and/or Junior high school should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish ASES after school component program goals.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Ensure that Elementary students participate in every day's activity that the ASES before school component is operational. Middle school or Junior high school should participate a minimum of six (6) hours a week or three (3) days a week to accomplish program goals.
6. Establish a policy for late arrival of those students attending the ASES before school component needing to arrive late to the before school component of the program. This late arrival policy should include parental permission stating dates, times and reasons for the late arrival.
7. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, District must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A) states: Each school that establishes a program pursuant to this article is eligible to receive a three-year after school grant, that shall be awarded in three one-year increments

and is subject to semiannual attendance reporting and requirements as described in Section 8482.3 once every three years:

- i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
- ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
- iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with **California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.**

2. Web-Based Attendance and Daily Attendance Accountability Requirements

1. In FY 19/20 District receiving ASES funds must implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. District must fully utilize the “*Automated Card Scanning*” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. Should District choose not to implement the *City Span System* the District must provide a description and demonstration of their attendance tracking system to SDCOE for review. All districts choosing not to use the SDCOE Web-based Attendance System must fully demonstrate that the attendance system they implement has the necessary capability to ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program. Also, all Districts choosing not to use the City Span system must use daily automated attendance features that will ensure that all students that are counted for attendance purposes follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1). All non-City Span systems will be reviewed by SDCOE staff to ensure State Audit Guide and California Education Code compliance. Each District will be subject to site review of the attendance procedures at a minimum of 15 ASES programs. During the attendance review the District’s system must ensure that all Early Release/Late Arrival

Policies as well as ensure that all students that are counted for attendance purposes follow *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).

5. District will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the Card Scanning System.
6. In addition, District must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

3. Staffing Requirements:

1. District must ensure a student-to-staff ratio of no more than 20 to 1 at all ASES sites.
2. District must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it shall provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. District must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has already provided evidence of freedom from tuberculosis prior to starting service at the school site.
5. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.

4. State Mandated Data and Evaluation Requirements:

1. Participate in statewide evaluation process as determined by the CDE and provide all required information.
2. Respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Annually provide participating pupils' regular school day and program attendance and test results as required by CDE.
4. To standardize procedures and collection tools developed for evaluation purposes.
5. Ensure the timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.
6. District will submit an annual ASES Program Continuous Quality Improvement Plan (CQI) at the District and site level as required by California Senate Bill (SB) 1221. These requirements are codified in Section 8484 of the 2017 California Education Code. While the quality improvement process should be undertaken at the program level, District is responsible for ensuring that it is fully implemented at all of their sites. District is required to report the CQI via the City Span Web-based Attendance and Fiscal Management System by October 10, 2019. District is also responsible for following the county-wide CQI process that has been established by Educational Resource Consultants (ERC).

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

1. Distribute allocated funds to participating schools and ensure fiscal responsibility in accordance with CDE guidelines. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$8.88 per student per day for PM (After School) reimbursement and a rate of \$5.92 per student per day for AM (Before School) reimbursement.
2. Allow participation of any student of a participating school regardless of their ability to pay.
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE.
4. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, the EC.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. The District follows all fiscal and auditing standards required by the CDE. (EC §§ 8482.3(f) (5), 8484.8(b) (3), (4).).
2. Provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2018-2019; Article 3.1. § 19846. After School Education and Safety Program.
3. Participate in Federal Program Monitoring (FPM) training as conducted by SDCOE.

7. Budget Restrictions

1. No more than 15% of the grant monies may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate).
2. Each grantee must expend at least 85% of grant funding directly for pupils.
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program that garner cash or contributions to the equal to at least 33% or one-third of the total annual grant amount for District. District is required to submit the 33% Match/In-Kind via the City Span Web-based Attendance and Fiscal Management System by October 10, 2019.
4. No more than 15% of the annual grant amount may be used for start-up costs in year one only.
5. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.
6. Only sites operating programs are eligible to claim administrative, operational, and/or start-up.

7. The District maintains an inventory record for each piece of equipment, with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, District has conducted a physical check of the inventory of equipment within the past two years and has reconciled the result with inventory records. (34 CFR 80.32(d) (2).) District will also be required to report and all Inventory Items via the City Span Web-based Attendance and Fiscal Management System by October 10, 2019.
8. The record describes the acquisition by:
 - (a) Type
 - (b) Model
 - (c) Serial number
 - (d) Funding source
 - (e) Acquisition date
 - (f) Cost
 - (g) Location
 - (h) Current condition
 - (i) Transfer, replacement, or disposition of obsolete or unusable equipment
EC § 35168; 5 CCR 3946; 34 CFR 80.32(d) (I.)
9. To ensure that District follows all fiscal and auditing standards required by the California Department of Education (EC §§ 8482.3(f)(5), 8484.8(b)(3), (4).), District can be required to provide copies of the following documents to SDCOE:
 - Before and After School Program (BASP) contracts – for ASES subcontracts to provider agencies that operate Before and/or After School Programs.
 - BASP duty statements and/or job descriptions that are related to the cost that are associated with operating the BASP.
 - BASP reports program expenditures at the District and site level that clearly demonstrate that the 85/15 requirement is met. District will be required to submit the 85/15 reports via the City Span Web-based Attendance and Fiscal Management System by October 10, 2019.
 - BASP line item budgets.
 - BASP time sheets, including time accounting methods.
10. The District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency.

The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR)*, Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

8. Additional ASES Program Operation Requirements

1. Designate an ASES Contact person.
2. Ensure the designated ASES Contact attends the scheduled ASES District Contact meetings provided by the SDCOE Expanded Learning Program and the Children's Initiative (CI).
3. Operate the ASES Program to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science.
6. The program will have an educational enrichment element that may include, but not limited to fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests.
7. Plan the program through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by District or designee to enrolled pupils.
9. Provide a snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
10. Provide information regarding the After School Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
12. Collaborate and coordinate with the regular school day program.
13. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
14. Notify the County in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
15. All staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to District policy.
16. Each ASES funded District will be responsible for the development of a FY 2019-2020 After School Program Plan as part of the San Diego ASES Program Consortium. The District's ASES Program Plan template has been provided by the California Department of Education. Working in collaboration with the District Contact, Site Coordinator, Site Principal, and other CBO partnerships the District ASES program plan is due on October 17, 2019 to SDCOE via City Span.
17. District staff will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.
18. Each district ASES Program plan will identify FY 2019-2020 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.

19. Ensure that ASES staff attends countywide, regional, and district-training opportunities designed to maximize program effectiveness.
20. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the Children's Initiative.
21. Work with staff from the SDCOE and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
22. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.
23. Contribute 2% from the grant funds to SDCOE for countywide program coordination, training, technical assistance and administrative support.

9. As the official Grantee of Record, the County will provide the following:

1. In coordination with District, inform statewide after school efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and After School Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations and the private sector in after school issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the Districts, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
9. Using information provided by CDE, prepare end of grant reconciliation reports and submit to CDE by the required deadlines.
10. Provide funding notification and payment distribution to districts in a timely manner.
11. Ensure that program goals are met efficiently and effectively.
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Compile required annual progress reports and submit them in a timely manner.
14. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
15. Convene, in coordination with the District, meetings of after school stakeholders, as necessary.
16. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
17. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the County's ASES funded before and after school programs.
18. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the ASC resources.

19. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members for Phase I (District Monthly Attendance Reporting). Additionally, provide Phase II (Daily Site Attendance Reporting) and Phase III (Student Uploading of data from Infinite Campus) as venues to participating districts.
20. Ensure consortium-wide program evaluation and the preparation of CDE required evaluation reports.
21. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products and support.
22. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting after school programs.
23. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education. This preparation will include mock site visits.

10. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
2. District will make reports to the County as necessary to enable the County to perform its duties and will maintain such records and provide access to those records as the County deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the County shall reduce any subsequent allocations by the amount equal to the overpayment.
7. If an ASES program site stops program operations, the County will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT**

WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.

9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Assurances attached to this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

CDE GRANT NO. 37-24239-10371-EZ FY 19/20: PCA: 24239 VENDOR NO. 10371: SUFFIX NO. EZ

11. PERIOD OF AGREEMENT- COMPENSATION/COST AND PAYMENT

SCHEDULE

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall be July 1, 2019 through June 30, 2020.

The After School Education and Safety Programs are considered direct grants and CDE shall pay grantees (County) according to the following schedule authorized in Education Code 8482.4:

“The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met.”

Program funds will be dispersed to District based on Education Code 8482.4 reimbursement from CDE. Annual ASES allocation(s) **shall not exceed** * \$2,051,140.89 for District. **However, District will only report expenditure up to \$2,010,118.07 (98% of \$2,051,140.89) and will receive a total of \$2,010,118.07 if the district expends all their grant allocation and is in compliant with all grant requirements.**

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2020 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid by District.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

** SDCOE will retain 2% of grant funds for countywide program coordination, technical assistance and program support, as agreed herein and this should not be reported in the district expenditure report.*

12. DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

District Contact:

County Contact:

Gabriela B. Delgado
Manager, Grants
SDCOE, Student Support Services
6401 Linda Vista Road, Room 410
San Diego, CA 92111
(858) 292-3733

13. CONFIDENTIALITY

1. This agreement, all communications and information obtained by District from the County Office relating to this agreement, and all information developed by District under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of the County, District shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, District shall inform the County, in writing, of the nature and reasons for such disclosure. District shall not use any communications or information obtained from the County for any purpose other than the performance of this agreement, without the County's written prior consent.
2. At the conclusion of the performance of this agreement, District shall return to the County all written materials constituting or incorporating any communications or information obtained from the County. Upon the County's specific approval, District may retain copies of such materials, subject to the requirements of Subsection 1.
3. District may disclose to any subcontractor, or County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, District shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to the County.
4. District represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the County.
5. District obligation of confidence with respect to information submitted or disclosed to

District by County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the County.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the County in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (i) The disclosure is authorized by this Agreement;
- (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school District, including any county office of education or superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or Districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- (i) Each agency and school District shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- (ii) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- (iii) Each school district shall comply with access log requirements of Section 49064.
- (iv) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- (v) An agency or school District may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time, for the County's convenience. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is for the convenience of the County, District shall submit a final invoice within 60 days of termination and upon approval by the County, the County shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. The County may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the County all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is due to the failure of District to fulfill its contractual obligations, the County may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the County for any reasonable costs or damages occasioned to the County thereby.

17. 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, District is acting as an independent contractor and not as an officer, agent, or employee of the County.

18. HOLD HARMLESS

District agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, District performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

District 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 District shall sign and file with the County 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.”

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Board of Education fails to appropriate or allocate funds for future periodical payments under this Agreement, the County will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

21. AUDIT

District agrees to maintain and preserve until five years after termination of the Agreement with the County, 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.

22. INSURANCE REQUIREMENTS

District must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools 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.

Amounts of Insurance:		
General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	<u>\$1,000,000</u> Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	<u>\$1,000,000</u> Amount

District shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

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

24. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. TOBACCO-FREE FACILITY

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

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The SDCOE Director has determined that the Contractor/Provider will have “**greater than limited contact**” with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not

permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The Contractor/Provider has **certified in writing** to the SDCOE Director that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

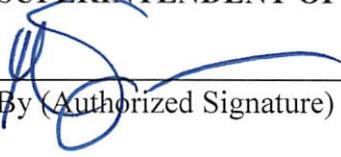
28. ENTIRE AGREEMENT

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 Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

**NATIONAL SCHOOL
DISTRICT**



By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Title

12/17/09

Date

Date



**San Diego County Office of Education
Funding Status per School
2019-2020**

Grant Number	District Name	CDSCode	School Name	School Type	Sub Program	Amount Awarded
37-24239-10371-EZ	National Elementary	37682216038731	Central Elementary	E	After School Base	\$133,797.51
37-24239-10371-EZ	National Elementary	37682216038731	Central Elementary	E	Before School Base	\$72,605.14
37-24239-10371-EZ	National Elementary	37682216038749	El Toyon Elementary	E	After School Base	\$133,169.40
37-24239-10371-EZ	National Elementary	37682216038749	El Toyon Elementary	E	Before School Base	\$41,335.19
37-24239-10371-EZ	National Elementary	37682216038764	Ira Harbison	E	After School Base	\$198,730.91
37-24239-10371-EZ	National Elementary	37682216038764	Ira Harbison	E	Before School Base	\$50,280.51
37-24239-10371-EZ	National Elementary	37682216038756	John A. Otis Elementary	E	After School Base	\$133,169.40
37-24239-10371-EZ	National Elementary	37682216038756	John A. Otis Elementary	E	Before School Base	\$31,960.66
37-24239-10371-EZ	National Elementary	37682216038772	Kimball	E	After School Base	\$145,330.17
37-24239-10371-EZ	National Elementary	37682216038772	Kimball	E	Before School Base	\$49,629.57
37-24239-10371-EZ	National Elementary	37682216038780	Las Palmas	E	After School Base	\$218,202.14
37-24239-10371-EZ	National Elementary	37682216038780	Las Palmas	E	Before School Base	\$50,117.86
37-24239-10371-EZ	National Elementary	37682216038798	Lincoln Acres	E	After School Base	\$157,091.95
37-24239-10371-EZ	National Elementary	37682216038798	Lincoln Acres	E	Before School Base	\$30,130.11
37-24239-10371-EZ	National Elementary	37682216038806	Olivewood	E	After School Base	\$171,981.62
37-24239-10371-EZ	National Elementary	37682216038806	Olivewood	E	Before School Base	\$65,144.11
37-24239-10371-EZ	National Elementary	37682216038814	Palmer Way	E	After School Base	\$142,267.53
37-24239-10371-EZ	National Elementary	37682216038814	Palmer Way	E	Before School Base	\$32,305.12
37-24239-10371-EZ	National Elementary	37682216108559	Rancho de la Nacion	E	After School Base	\$139,467.73
37-24239-10371-EZ	National Elementary	37682216108559	Rancho de la Nacion	E	Before School Base	\$54,424.26
					TOTAL GRANT AMOUNT	\$2,051,140.89
					GRANT AMOUNT, LESS 2%	\$2,010,118.07

Agenda Item: **14.C. Approve contract #CT3695 with Olivewood Gardens and Learning Center to provide parents nutrition and cooking classes for Las Palmas School.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this item will enable Las Palmas School to provide parent classes lead by Olivewood Gardens focused on healthy nutrition and cooking education.

Comments: If approved the four (4) parent cooking and nutrition classes will take place on Saturdays: February 15, February 24, March 7, and April 11, 2020. Each class will serve 15 parents maximum.

Recommended Motion: Approve contract #CT3695 with Olivewood Gardens and Learning Center to provide parents nutrition and cooking classes for Las Palmas School.

Financial Impact: Contract cost: \$1,400
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund - Site

Attachments:
CT3695

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

Contract No. _____

National School District Independent Contractor Agreement

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

Contractor	Taxpayer ID Number	Mailing Address
------------	--------------------	-----------------

_____, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. _____

2. Term. Contractor shall commence providing services under this Agreement on _____, _____, and will diligently perform as required and complete performance by _____, _____.

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

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:

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: _____

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

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

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **14.D. Approve contract #CT3705 with Mobile-ed Productions to provide a mobile museum focusing on student learning of STEAM at Lincoln Acres School.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this contract will enable the STEAM Museum (a mobile museum) to provide students with interactive, integrated, hands-on, learning experiences at Lincoln Acres School.

The museum will provide eight- 40 minute sessions in which students will rotate by grade levels.

All grades K-6 will participate in the museum on February 26, 2020.

The mobile museum will be located on the Lincoln Acres upper playground blacktop.

Comments: The STEAM Museum is scheduled to be held February 26, 2020 at Lincoln Acres. These learning experience will build on the student's foundation of STEAM and provide them with opportunities to engage in critical thinking and creating projects. This mobile museum is intended to captivate the imagination of the students on what they can create in future learning opportunities.

Recommended Motion: Approve contract #CT3705 with Mobile-ed Productions to provide a mobile museum focusing on student learning of STEAM at Lincoln Acres School.

Financial Impact: Contract cost: \$1,595
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3705

[01 - 00] [9010 - 900] [1110] [1000] [5800 - 000] [600]
Fund Res Goal Function Object School

Contract No. CT3705

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 13 day of February, 2020,
by and between the **National School District**, 1500 N Avenue, National City, CA 91950,
hereinafter referred to as "District," and

Mobile Ed Productions, Inc. 26018 W. Seven Mile Rd.
Contractor Taxpayer ID Number Mailing Address

Redford Michigan 48240, hereinafter referred to as "Contractor."
City State Zip Code

1. Services to be provided by Contractor. Eight 40-minute sessions of STEAM Museum
(hands-on portable science museum) at
Lincoln Acres School

Location

2. Term. Contractor shall provide services under this Agreement on
February 26, 2020.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered
pursuant to this Agreement a total fee not to exceed one thousand, five hundred ninety-five
Dollars (\$ 1595.00). District shall pay Contractor within 15 days of receipt of
invoice by Business Services.

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

N/A

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

Six (6) 6' - 8' banquet tables

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

District Name	Address	State	Zip	Phone
NATIONAL SCHOOL DISTRICT				
CONTRACTOR				
<div style="text-align: right; margin-right: 20px;"><i>Erin Thompson</i></div> _____ Signature of Authorized Agent		_____ Signature of Authorized Agent		
_____ Typed or Printed Name		Erin Thompson _____ Typed Name		
_____ Title		_____ Social Security or Taxpayer I. D. No.		
Board Approval Date: _____		(800) 433-7459 _____ (Area Code) Telephone Number		

Print

Agenda Item: **14.E. Approve contract #CT3708 with Play-Well TEKnologies for engineering classes at Rancho de la Nación School.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this item will provide students at Rancho de la Nación hands-on learning activities based on engineering and science practices. The program will provide:

- learning for grades K-3 during the regular school day
- two learning sessions for each class that are 55 minutes in duration

Students will engage in the engineering design through collaboration, problem-solving and creativity.

Comments: Play-Well TEKnologies core engineering programs are a safe space for kids to learn and discover the most through play. Play-Well TEKnologies will teach Rancho de la Nación students to build elaborate objects, structures and vehicles, explore fundamental principles of engineering and physics. Students will work in small groups to complete several projects using LEGO materials. The program goals are: help students develop and enhance problem solving and critical thinking skills; introduce students to engineering, architecture and physics concepts; express themselves creatively and have fun through STEM.

Recommended Motion: Approve contract #CT3708 with Play-Well TEKnologies for engineering classes at Rancho de la Nación School.

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

Attachments:
CT3708

[01 - 00] [0926 - 002] [1110] [1000] [5800 - 000] [215]
Fund Res Goal Function Object School

Contract No. CT3708

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

Play-Well TEKnologies 224 Greenfield Avenue, Ste. B

Contractor

Taxpayer ID Number

Mailing Address

San Anselmo

CA

94960

, 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. Conduct engineering classes for students that teach engineering through play with LEGO products provided by Play-Well TEKnologies.

2. Term. Contractor shall commence providing services under this Agreement on Februray 13, 2020, and will diligently perform as required and complete performance by June 3, 2020.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed three thousand Dollars (\$ 3,000.00). 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 contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officer, employees or agents.
 - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than five days from date of this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide

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

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

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: 224 Greenfield Avenue, Ste. B
San Anselmo, California 94960

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 12 day of February, 2020.

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Play-Well TEKnologies

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

619-888-4270

(Area Code) Telephone Number

Print

Agenda Item: **14.F. Approve Memorandum of Understanding #CT3711 with WestEd for administration of the California Healthy Kids Survey during the 2019-2020 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The California Healthy Kids Survey (CHKS) is an anonymous, confidential survey of youth resiliency, protective factors and risk behaviors. It is administered to students at grades five, seven, nine, and eleven. It enables schools and communities to collect and analyze data regarding local youth health risks and behaviors, school connectedness, protective factors, and school violence. Questions ask children about eating habits, school safety and bullying, involvement with school, as well as questions regarding work habits, cigarettes, alcohol and other drugs.

As the National School District Local Control Accountability Plan (LCAP) has several goals related to student safety and wellness, the survey will be administered on the week of February 18, 2020. The survey will be administered online.

Comments: Parent notification of the survey will be sent to parents of fifth grade students in February 2020. No student will take the survey without parent consent. Parents will have the opportunity to view the survey prior to administration through access on the District website, or hard copy at the school site.

Financial Impact: Contract cost: Not to exceed \$2,000
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3711



MEMORANDUM OF UNDERSTANDING · 2019/20 SCHOOL YEAR

DISTRICT NAME: National School District

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.

I. DISTRICT AGREES TO:

- **Coordination.** Provide one district–level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
 - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.

- Administer the CSPPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2019-2020 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

- a. Terms. This MOU is effective on September 1, 2019 and expires on August 31, 2020.
- b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- c. Severability. The provision of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.
- d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.
- e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

- f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.
- g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.
- h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

California Survey Administration Fees 2019-2020

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536

❖ ❖ **New for 2019 2020** ❖ ❖

Password Protected Data Dashboard* – \$75 per eligible school

Districts may purchase a two-year subscription to a password protected, private data dashboard that displays up to six years of CalSCHLS data at the district-level and individual school level at the subsidized rate of \$75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee* – per survey type	\$150	\$150	\$150
	\$0.40		
Paper Processing Fee –per parent paper copy returned for processing			\$0.40
	\$100	\$100	
School Reports – per school	\$75	\$75	\$75
School Climate Report Card – per eligible school	\$75		
District Climate Report Card – free if all eligible schools ordered	\$250		
	\$750		
District Raw Data – per data set	\$75	\$75	\$75
County-Wide Raw Data – per data set	\$500	\$500	
County-Wide Report – per report	\$500	\$500	

* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.

Custom Services

Custom Modules – \$200 development fee for every three questions or fraction thereof; \$100 subsequent use of same module (with no changes)

Custom Workshops – \$125 per hour (preparation, travel, and presentation time), plus travel expenses

Other Custom Requests – \$100 per hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

Christopher Carson

Printed name

2/13/2020

Date

Agenda Item: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Approve 2020-2021 school year work calendar.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The District annually negotiates or asks for input on the school year work calendar pursuant to the collective bargaining agreements between the Governing Board of National School District and California School Employees Association (CSEA), Chapter 206 and National City Elementary Teachers Association (NCETA).

Comments: See attached 2020-2021 calendar.

Recommended Motion: Approve 2020-2021 school year work calendar.

Attachments:
2020-2021 Calendar

National School District School Calendar 2020-2021

Draft Subject to Negotiations

2020

July						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
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July 2 Admin Assist & Office Tech
 July 3 Holiday (4th of July observed)
 July 4 Holiday 4th of July
 July 7 Admin Asst & Office Tech Return
 July 15 Staff Return
 July 15 CNS Staff Return
 July 20 Students Return

Sept. 7 Holiday Labor Day
 Sept. 21- Oct 2 Fall Break

October 5 Staff Return/Professional Growth Day
 (Non-Student Day and Non-CNS Day)
 October 6 Students and CNS Return
 Oct. 9, 12,13,14, 16 Parent Teacher Conferences

Nov. 11 Holiday Veterans Day
 Nov. 23 Holiday
 Nov. 24 Holiday
 Nov. 25 Holiday
 Nov. 28 Holiday Thanksgiving Day
 Nov. 27 Holiday

Dec. 21 - Jan. 11 Winter Break
 Dec. 24 Holiday Christmas Eve
 Dec. 25 Holiday Christmas Day
 Dec. 31 Holiday New Year's Eve

2021

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Jan. 1 Holiday New Year's Day
 Jan. 11 Staff Return/Professional Growth Day
 (non-student and non-CNS Day)
 Jan. 12 Students Return
 Jan. 18 Holiday Martin Luther King Jr

Feb. 12 Holiday President's Day
 Feb. 15 Holiday President's Day

March 12,15,16,17,19 Parent Teacher Conferences
 March 22-April 2 Spring Break

April 5 Staff and Students Return

May 27 No Minimum Day
 May 31 Holiday Memorial Day

June 2 Last Day for Students & Staff (Minimum Day)
 June 9 Last day Admin Assist & Office Tech

June 1-30-2020
 NCEA

Monika Robaden
 1-31-2020
 CSEA

Memorandum of Understanding
By and Between the National School District
and the California School Employees Association
and its Chapter 206

October 8, 2019

The District annually negotiates or asks for input on the school year work calendar pursuant to the collective bargaining agreements between the Governing Board of National School District and California School Employees Association (CSEA), Chapter 206

It is hereby agreed to between the California School Employees Association and its Chapter 206 and the National School District (District) on the 2020-2021 school year. Calendar is attached.

Dated 10-8-2019 Mona Ribada

Mona Ribada, CSEA President

Dated 10-8-19 Joni Collins

Joni Collins, Labor Relations Representative

Dated 10/8-19 Leticia Hernandez

Leticia Hernandez, Assistant Superintendent Human Resources

Board Approval Date _____

Agenda Item: **15.B. Approve Internship Agreement #CT3709 between the Gwynedd Mercy University and National School District.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Approval of this agreement would allow a qualified graduate student from Gwynedd Mercy University with an internship experience in the field of school counseling at a National School District school site. The addition of the intern would provide additional social/emotional support to students.

Comments: The agreement outlines the responsibilities of Gwynedd Mercy University and the District.

Site of internship to be determined.

Recommended Motion: Approve Internship Agreement #CT3709 between Gwynedd Mercy University and National School District.

Financial Impact: None

Attachments:
CT3709



Gwynedd Mercy
University

School Counseling Internship Agreement

This agreement is made on February 13, 2020 by and between
 National School District _____ and

School and District

Gwynedd Mercy University. The agreement is effective from 8/24/20 – 12/21/20 or until the required 210 clock hours are completed.

The internship student is Mia Lilienthal _____ scheduled to begin at the above named site.

Name of Student

the week of 8/24/20.

Internship I and II require a minimum of 210 clock hours. Forty percent (40%) of the 210 hours must include direct student services. Direct student services are defined as services provided directly to a student or group of students. Examples of direct service activities include the following: core curriculum, individual student planning, responsive services). School Counseling interns and University supervisors agree to protect to the fullest extent required by law, the confidentiality of any student/client information generated or received by them in connection with this field experience. All field experience students must maintain a student membership with the American School Counselor Association (ASCA). Professional liability coverage in the amount of \$1 million is an automatic benefit of the ASCA membership.

Purpose

The purpose of this agreement is to provide a qualified graduate student with an internship experience in the field of school counseling.

The University Program agrees:

- To provide group supervision and instruction for the internship student through EDU 608 School Counseling Internship I Supervision and Seminar/EDU 609 School Counseling Internship II Supervision and Seminar;
- To notify the student that he or she must adhere to the administrative policies, rules, standards, schedules, and practices of the site;
- To ensure that all required clearances, health forms, and student liability insurance (through ASCA membership) are on file prior to start of internship;
- To assign a university faculty liaison to facilitate communication between the University and the internship site;
- That the faculty liaison shall be available for consultation with both site the supervisor and student, and shall be immediately contacted should any problem or change in relation to student, site, or university occur and;

- That the university supervisor (or internship instructor) is responsible for the assignment of a fieldwork grade. Grades are the P/F type.

The Internship Site agrees:

- To assign an internship supervisor who has appropriate credentials (Master's degree in counseling/school counseling and minimum 3 years' experience), time, and interest in training the internship student;
- To provide weekly supervision for approximately 1 hour per week;
- To provide opportunities for the student to engage in a variety of counseling activities under supervision and for evaluating the student's performance (suggested counseling experience included in the "Internship Activities" section);
- To provide supervisory contact that involves some examination of student work using observation, live supervision, and when permissible, audio/videotaping (as needed);
- To provide written evaluation of student based on criteria established by the university program;
- To provide the student with adequate work space, telephone, office supplies, and staff to conduct professional activities;
- To not involve students in any form of billing for professional services (if applicable).

The Site Supervisor agrees:

- To orient the student to the school and staff. This should include such items as policies, structure, personnel, and resources;
- To provide access to school manuals, policy statements, emergency plans, and files as appropriate;
- To assist the student in adapting the details of the internship activities to your specific school/site;
- To provide structure for the student to achieve the internship objectives;
- To establish a schedule of regular supervision meetings with the student (approximately 1 hour per week). The supervision time can be used to review work with the student, provide feedback, plan tasks and discuss other aspects of the internship experience with the student;
- To provide supervisory contact that involves some examination of student work (i.e. observation, live supervision, audio/videotaping [when permissible]);
- To provide on-going feedback to the student on areas of strength as well as areas that need attention as you become aware of them.;

- To provide written evaluation of student based on criteria established by the university program; complete and discuss with the student the evaluation forms. A final evaluation in the form of a recommendation can very helpful in furthering the student's career;
- To initiate immediate contact with the University supervisor if any problems develop with the student during the placement.

Internship Activities

Any plans for a specific internship must be considered flexible and will be determined in part by the structure and the needs of the sponsoring school and the particular skills of the counseling student. However, it is expected that experiences including, but not limited to the following would be afforded to the student intern.

- Individual counseling
 - Group counseling (co-leading/leading)
 - Developmental guidance lessons
 - Testing and Assessment
 - New Student Orientation/Transition Planning
 - Work with Diverse and Special Needs populations (Spec. Ed., Gifted, ELL, etc.)
 - Program Management
 - Record keeping/Report Writing/Treatment Planning
 - Workshop or in-service participation
 - Consultation
 - Please list any additional opportunities not already listed: _____
-

Concerns regarding the student:

Occasionally a student completes the academic portion of a counseling program adequately, and it does not become apparent until the field experience that this person needs further training, or perhaps should not even become a school counselor. If you believe the student you are supervising needs further training, please contact the University supervisor immediately! Together, we need to discuss what steps can best be taken for the good of the student.

The Site Supervisor:

If the field supervisor has concerns regarding the student’s abilities to meet the goals and objectives of the agency, the supervisor has the following options:

- The site supervisor discusses the concern with the student.
- The site supervisor apprises the University supervisor of the concern.
- If resolution does not occur, the site supervisor should notify the University supervisor.

- The University supervisor will schedule an appointment with the site supervisor and the student to facilitate the resolution.
- If no resolution occurs, the site supervisor may terminate the placement.
- For the student: In the event the placement is terminated, the student must find another placement and repeat the internship.

The University Supervisor:

If the university supervisor has a concern regarding the student’s performance:

- The University supervisor will inform the student that the field supervisor will be notified.
- The University supervisor will seek feedback regarding the student’s performance at the site.
- If the concern cannot be resolved, the University supervisor will decide if the student will be placed in another setting.
- If the student will receive an unsatisfactory grade, he or she will inform the student and the field supervisor that the student will need to repeat the class.
- If the student does not pass the classroom or the on-site portion of the internship, the student will need to repeat the class.
 - Because of the nature of student internships, either the clinical site or the counseling program reserve the right to dissolve this contract should concerns arise.

Supervision Assignments

X _____ will be the primary site supervisor for the internship.

Dr. Ellen Henderson will be the supervisor/faculty liaison with whom the student and internship site supervisor will communicate regarding progress, problems, performance evaluations, and grading.

**School Counseling Internship Agreement
Signature Page**

<p>x _____</p> <p style="text-align: center;">School Counseling Student</p> <p>_____</p> <p style="text-align: center;">Phone #</p>	<p>_____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">University Email</p>	<p>_____</p> <p style="text-align: center;">Date</p>
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<p>X _____</p> <p style="text-align: center;">Site Supervisor Name (Printed)</p> <p>_____</p> <p style="text-align: center;">Phone #</p>	<p>_____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">School/Site Email</p>	<p>_____</p> <p style="text-align: center;">Date</p>
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<p style="text-align: center;">Dr. Ellen Henderson</p> <p>_____</p> <p>1/20/20</p> <p style="text-align: center;">University Field Placement Supervisor/Faculty Name (Printed)</p> <p style="text-align: center;">215-421-9584</p> <p>_____</p> <p style="text-align: center;">Phone #</p>	<p style="text-align: center;"><i>Ellen Henderson</i></p> <p>_____</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">henderson.ellen@gmercyu.edu</p> <p>_____</p> <p style="text-align: center;">University Email</p>	<p>_____</p> <p style="text-align: center;">Date</p>
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Note: The agency/school hosting the placement, the graduate program representative, and the internship student should all keep a copy of this agreement.

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Discuss potential seating area project in drop-off/pick-up area at Ira Harbsion School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Due to the high impact of pedestrian traffic at drop-off and pick-up at Ira Harbison School; Director of Maintenance, Mr. David Castillo, will discuss a potential seating area solution to relieve sidewalk congestion. This seating area will allow families to wait for students safely, out of the flow of traffic, in the Ira Harbison pick-up and drop-off zone.

Although the cost of this project will fall below the CUPCAA limit; staff will discuss the proposal, quotes, and scope of work with the Board before beginning the project.

Agenda Item: **16.B. Approve fee waiver for Use of Facilities at Lincoln Acres School.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: A request was made to waive the fees for memorial services to be held at Lincoln Acres School. The facility would be used for memorial services for a former School Principal who served the District from 1964 to 1997.

National School District policy requires a fee to be charged for the use of facilities for this purpose, unless otherwise waived by the Board.

Comments: Board Policy 1330 Community Relations Use Of School Facilities– Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041).

The following is a schedule of labor and rental rates:

	<u>Each Hour</u>	<u>Minimum</u>	<u>Staff Costs</u>
Auditorium	\$30.00	\$90.00	\$30.00/hour
Kitchen	\$10.00	\$30.00	\$29.00/hour

Financial Impact: Costs: Not to exceed \$1,000

Agenda Item: **16.C. Award contract #CT3707 to GigaKOM for Internal Connections – Firewall for District Network for E-Rate Funding Year 2020.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: On November 19, 2019, the Board authorized Resolution #19-20.13 allowing the use of the California Multiple Awards Schedule (CMAS) to make authorized purchases of equipment and goods. On December 2, 2019, the District posted a Request for Offers on the Universal Service Administrative Company website (USAC Form 470) inviting CMAS approved vendors to submit proposals for a new Firewall for the District network.

The Cisco Firepower 2140 Firewall is a powerful device that will be installed on the network. Also included in the agreement is the software, configuration, and a five year license.

Comments: Proposals were received on January 3, 2020. The District received three proposals for this contract. The proposals were evaluated in terms of cost, strength of vendor and references, experience and knowledge, methodology, and service level with the highest emphasis on pricing. Three persons participated in the proposal evaluation process.

The evaluation results were as follows:

Total Cost Overall Score

- GigaKOM \$49,619.39 260
- CDW \$58,125.00 173
- Vector USA \$157,423.33 185

GigaKOM is a CMAS approved vendor for this product and service (CMAS contract #3-17-70-2346J). The District recommends award of contract CT3707 to GigaKOM.

Recommended Motion: Award contract #CT3707 to GigaKOM for Internal Connections – Firewall for District Network for E-Rate Funding Year 2020.

Financial Impact: Costs: \$49,619.39
*E-Rate Funded at 90% \$44,657.46
*District Funded at 10% \$4,961.93

Additional staffing costs: \$0

Other costs: \$0

One time cost

General Fund

Attachments:

CT3707

Firewall Contract GigaKOM

AGREEMENT CT3707

THIS AGREEMENT, made this 13th day of February 2020 in the County of San Diego, State of California, by and between the **National School District**, hereinafter called the District, and GigaKOM, hereinafter called the Contractor,

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

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

I

TERM

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the agreement shall survive beyond the expiration of the Agreement. The term of the Agreement shall be from **April 1, 2020 through September 30, 2021**.

II

SCOPE OF WORK

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

Internal Connections – Firewall for District Network

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

III

NON-FUNDING OF E-RATE OR CTF

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

IV

NON-APPROPRIATION OF FUNDS

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

V

TERMINATION

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

VI

CONTRACT PRICE

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

VII

COMPONENT PARTS OF THE CONTRACT

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

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

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

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

CONTRACTOR:

DISTRICT:

GigaKOM
3615 Kearny Villa Road, Suite 201
San Diego, CA 92123

National School District
1500 N Avenue
National City, CA 91950

Signature

Signature

By

By

Title

Title

Date

Date

Board Approval

(Corporate Seal)

INTERNAL CONNECTIONS and/or BASIC MAINTENANCE CONTRACT ERATE 2019

THIS AGREEMENT is made and entered into this February 13, 2020, in the County of San Diego, State of California, by and between GigaKOM, a California corporation, with its principle place of business in San Diego, California hereafter "GigaKOM" and National School District hereinafter called the "School".

The following recitals are made part of this Category 2 Internal Connections Contract, hereafter Agreement:

WHEREAS, the School is pursuing E-Rate discounts to help fund the Technology Project(s) identified as Attachment A and incorporated by reference herein; and

WHEREAS, the School has determined that there is a need to contract with organizations that furnish Internet products and services in technology; and

WHEREAS, GigaKOM represents that it will provide trained and experienced personnel to provide such Internet equipment and services set forth called for by this Agreement; and

WHEREAS, the School has determined that it has a need to enter into this Agreement with GigaKOM for the Internet products, services and advice described herein;

NOW THEREFORE, it is mutually agreed by the parties herein, as follows:

Article 1. Contract with GigaKOM: The School hereby contracts with GigaKOM to provide the necessary products, services and advice as hereinafter set forth contingent upon the School receiving approval of its e-Rate funding request.

Article 2. GIGAKOM's Services:

(a) GigaKOM hereby agrees to provide the following equipment and services set forth to the satisfaction of the School and described in Attachment A and Attachment B if applicable.

(b) GigaKOM warrants that the recommendations, guidance, and performance of any person assigned under this Agreement shall be in accordance with sound engineering (technical practice and/or Internet access and maintenance standards), and the requirements of this Agreement. If any portion of the services supplied fails to comply with this warranty, and GigaKOM is so notified in writing within thirty (30) days after completion of this Agreement, GigaKOM will correctly perform such portion of the services at its own expense, within ninety (90) days or refund the amount of the compensation paid for such portion.

Article 3. Time of Performance and Term of Agreement: The services called for under this agreement shall be provided by GigaKOM during the period commencing after **April 1st, 2020** and ending upon completion

of the project, but in no event later than the end of the ERATE 2020 Funding Year unless otherwise agreed upon in writing, executed by both parties.

Article 4. GigaKOM's Fee: The School shall pay GigaKOM for the providing all equipment rates/pricing established by Attachment A. This agreement is considered to be a "fixed price" contract with any related expenses such as travel and photocopying to be billed at cost. The total estimated contract amount is based on Attachment A. Any rates and estimates should be considered to be a good faith estimates based on the information received through the date of the contract. Any additional work required will be submitted in writing for approval on a time and materials basis. Unknown factors and/or additional requirements and tasks may require pricing adjustments.

Article 5. Payments: School will be invoiced in progress invoices for equipment delivered and services rendered. All invoices are due and payable upon receipt. Payments should be remitted to:

GigaKOM
Attn: Accounting
3615 Kearny Villa Road, Suite 201
San Diego, CA 92123

GigaKOM will invoice the School's discounted amount, based on its ERATE discount. The School will be liable should the SLD deny payment on ordered items or services previously approved. A service charge of 18% per annum (1 1/2% per month) will be added monthly to all accounts more than 15 days overdue. The School will pay reasonable attorney's fees and other collections costs in the event that GigaKOM has to enforce payment.

For Basic Maintenance Contracts at the District's discretion and in accordance with the rules of the SLD for broadband managed services, the district may opt to pre-pay for this agreement. In such a case, the District and GigaKOM will monitor the hours used on the contract to ensure there is no overpayment of funds. In case of SLD denial of payment of any portion of this contract, School will be responsible for paying 100% of unpaid balance.

Article 6. Employee Benefits: GigaKOM shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement as GigaKOM is a vendor to said School.

Article 7. Worker's Compensation Insurance: GigaKOM agrees to produce and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against School by a bonafide employee of GigaKOM participating under this Agreement, GigaKOM agrees to defend and hold harmless the School from such claim, and pay for, or reimburse the School for, any costs incurred by the School in defending against such claims, including but not limited to all of the School's attorneys fees and any other legal costs.

Article 8. Insurance: GigaKOM shall, at its expense, carry and if required by the School, provide written proof of adequate insurance to fully protect both GigaKOM and the School from any and all claims of any nature for damage to property or for personal injury including death, which may arise while GigaKOM is traveling to or from a work-related location.

Article 9. Confidentiality and Use of Information:

- (a) GigaKOM shall hold in trust for the School, and shall not disclose to any person, any confidential information.
- (b) The School shall keep confidential information which is related to GigaKOM's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (c) GigaKOM shall advise School of any and all materials used, or recommended for use by GigaKOM to achieve the project goals, that are subject to any copyright restrictions or other requirements.

Article 10. Administrator of Agreement: This Agreement shall be administered on behalf of the School. Any notice desired or required to be sent to a party hereunder shall be addressed to:

For School:

For GigaKOM:
GigaKOM
Attn: Contract Department
3615 Kearny Villa Rd., Suite 201
San Diego, CA 92123
Tel: 858-769-5408

Article 11. Ownership of Work-Product: All products of work performed pursuant to this Agreement will be the sole property of the School except GigaKOM's proprietary information/products.

Article 12. Termination: The School or GigaKOM may terminate this Agreement only if ERATE funding by Schools and Libraries Division is denied. Notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the School as provided in this section, GigaKOM shall be entitled to receive compensation for any equipment delivered and any satisfactory work completed up to the receipt by GigaKOM of notice of termination and the effective date of termination pursuant to specific request by the School for the performance of such work.

Article 13. Status of GigaKOM: It is agreed that School is interested only in the results obtained from service hereunder and that GigaKOM shall perform as a supplier/vendor with sole control of the manner and means of performing the services required under this Agreement. GigaKOM shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of GigaKOM and which shall not be subject to control or supervision by the School except as to the results of the work. GigaKOM is, for all purposes arising out of this Agreement, a supplier/vendor, and neither GigaKOM nor

its employees shall be deemed an employee of the School for any purpose. It is expressly understood and agreed that GigaKOM and its employees shall in no event be entitled to any benefits to which School employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation worker's compensation benefits, sick or injury leave, or other benefits.

Article 14. Attorney's Fees: If suit is brought by either party to this Agreement to enforce any of its terms, each party shall pay its own litigation expenses incurred by the prevailing party, including attorneys' fees, court costs, expert witness fees, and investigation expenses. The forum for any disputes hereunder shall be the Superior Court of the State of California, County of San Diego, and all interpretations of all shall be those under the laws of the State of California.

Article 15. Assignment: No portion of this Agreement or any of the work to be performed hereunder may be assigned by GigaKOM without the express written consent of School, and without such consent all services hereunder are to be performed solely by GigaKOM, its officers, agents and employees.

Article 16. Alternations or Variance: No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 17. A. B. 1610: If GigaKOM personnel are in contact with students on a more than limited or occasional basis as determined by the School, GigaKOM, upon written notification, agrees to provide the School with: written certification under penalty of perjury that all of its employees who may come in contact with students have been fingerprinted and had their criminal histories checked by GigaKOM and that none of these employees have been convicted of a serious or violent felony. This contract may, at the School's discretion, be immediately terminated in the event GigaKOM fails to comply with this law.

Article 18. Contingency of ERATE Funding. GigaKOM understands that purchase of the goods and services identified in Attachment A is based upon ERATE funding being approved for the School. Should such funding be denied, the School will have no obligation to purchase any items or services listed, however GigaKOM will continue to offer the goods and services as the prices listed. School has the option to purchase 0 or more of the items listed in Attachment A based on current SLD guidelines.

Article 19. Basic Maintenance Details. The services provided under this E-Rate Contract, which include Basic Maintenance elements, shall be limited to "basic maintenance services" as defined by the FCC's current E-rate rules. In general, this service will be limited to the provision of "break/fix" and preventive hardware maintenance, and of software updates and reconfigurations for E-rate eligible equipment. Other technical support services required by the School will be covered by a separate Technical Support Contract which will include: (a) any maintenance of ineligible equipment; and (b) any technical support that is over an above E-rate defined "basic" maintenance of eligible equipment.

GENERAL EXCLUSIONS

- Unless identified previously within the scope of work, this proposal is not inclusive of fire penetration sleeves, conduit, concrete cores and/or roof penetrations. If required for installation, additional charges will apply.
- Unless identified previously within the scope of work, Gigakom will install racks in specified locations and in the appropriate manner. Additional charges will apply if the location is not structurally compliant with the installation requested and facilities work is needed.
- Unless identified previously within the scope of work, all existing conduit is expected to be free and clear of debris with an appropriate pull string provided. Additional charges will apply for debris removal or the fishing of conduit.

- Unless identified previously within the scope of work, this proposal is not inclusive of the removal and replacement of furniture during the installation, additional charges will apply, if necessary.
- Unless identified previously within the scope of work, this proposal is based upon normal working hours and does not include weekend or overtime. If weekend or overtime hours are required for this project, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of a Lift rental. If a Lift is required, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of additional labor time required for clean room environments. If clean room environments require special clothing, cleaning of tools, etc, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of installing horizontal cable in a “sequential-by-building” fashion. If a “sequential-by-building” installation is required, this must be identified prior to cable installation and will require additional charges.
- Unless identified previously within the scope of work, this proposal is not inclusive of any voice or data cross-connects and/or patch cord installation. If cross-connects and/or patch cords are to be installed by Gigakom, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of any and all plywood backboards within each closet. If plywood backboards are required, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with parking is not included within this proposal. If parking fees are required during the installation, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with securing material on site is not included within this proposal. If adequate secured storage is not able to be provided by the Customer, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is based upon utilizing onsite trash receptacles for removal of trash debris. If trash receptacles are not made available, additional charges will apply.
- This proposal requires a minimum 2 weeks notice of installation for any and all modular furniture installed during this project. Additional charges may apply if notice of less than 2 weeks is provided.
- Unless identified previously within the scope of work, this proposal is based upon the Customer providing all necessary Ring and String or Conduit necessary for each work station location. Additional charges will apply to each location requiring Gigakom to provide ring and string or conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of Gigakom providing temporary power or sanitary facilities. Additional charges will apply if required.
- Unless identified previously within the scope of work, this proposal is not inclusive of removing any and all existing cable or cable supports. Additional charges will apply if required.
- Telephone Vendor will be responsible for labeling any and all patch panels related to voice circuit extensions. GigaKOM will provide said Telephone Vendor with a Cut-Sheet for each cable location.
- A 25% restock fee will be charged for all returned items. Special order items are non-returnable.
- GigaKOM has several blanket endorsements included in its insurance policies. If separate endorsements are required, additional charges may apply.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

GIGAKOM

National School District

Theodore Koep
GigaKOM Representative

School Representative

Authorized Signature

Authorized Signature

02/13/2020
DATE

DATE

ATTACHMENT A

School ERATE Scope of Work

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges
- Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount
- GigaKOM recommends 10% contingency for project for any unforeseen add, move and changes.

The items covered by this agreement are listed in the RFP, GigaKOM's Proposal and Response, Quotation and item 21.



GIGAKOM
 3615 Kearny Villa Road, Suite 201
 San Diego, CA 92123
 Phone: 858-769-5411 - 5411 Fax:
 858-565-2443

E2020 - T9337ZA - Firewall
 Services

Number: **TK-1221**

Date: **01/02/2020**

Bill To:
 Jon Hansen
 National School District
 1500 'N' Ave
 National City, CA 91950
 Phone: (619)336-7735
 Fax: 619-336-7531
 Email: jhansen@nsd.us

Ship To:
 Jon Hansen
 National School District
 1500 'N' Ave
 (warehouse: 1300 E 14th St)
 National City, CA 91950
 Phone: (619)336-7735
 Email: jhansen@nsd.us

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
1	FPR2140-NGFW-K9		Cisco Firepower 2140 NGFW Appliance, 1U, 1 x NetMod Bay Mfr:	\$ 19,498.50	1	\$ 19,498.50
*2	CON-SW-FPR2140N		Cisco Base Cisco Firepower 2140 NGFW Appliance, 1U, 12 months Mfr:	\$ 0.00	1	\$ 0.00
*3	FPR2140T-TM		Cisco FPR2140 Threat Defense Threat and Malware License Mfr:	\$ 0.00	1	\$ 0.00
*4	L-FPR2140T-TM-5Y		Cisco FPR2140 Threat Defense Threat and Malware 5Y Subs Mfr:	\$ 26,518.50	1	\$ 26,518.50
5	CAB-AC		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m Mfr:	\$ 0.00	2	\$ 0.00



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*6	SF-F2K-TD6.3-K9		Cisco Firepower Threat Defense software v6.3 for FPR2100 Mfr:	\$ 0.00	1	\$ 0.00
7	FPR2K-SSD200		Firepower 2000 Series SSD for FPR-2130/2140 Mfr:	\$ 0.00	1	\$ 0.00
8	FPR2K-SLIDE-RAILS		Firepower 2000 Slide Rail Kit Mfr:	\$ 0.00	1	\$ 0.00
9	FPR2K-NM-BLANK		Firepower 2000 Series Network Module Blank Slot Cover Mfr:	\$ 0.00	1	\$ 0.00
10	FPR2K-FAN		Firepower 2000 Series Fan Tray Mfr:	\$ 0.00	1	\$ 0.00
11	FPR2K-PWR-AC-400		Firepower 2000 Series 400W AC Power Supply Mfr:	\$ 0.00	2	\$ 0.00
12	FPR2K-SSD-BBLKD		Firepower 2000 Series SSD Slot Carrier Mfr:	\$ 0.00	1	\$ 0.00
13	SFP-10G-SR-S=		10GBASE-SR SFP Module, Enterprise-Class Mfr:	\$ 182.00	1	\$ 182.00
*14	Installation and configuration		This estimate is for installation and configuration of the following equipment: Qty 1x FPR2140 Firepower. All other work not included in QEGP is excluded. Mfr:	\$ 1,698.35	1	\$ 1,698.35
14 item(s)				Sub-Total		\$ 47,897.35
				Tax @ 8.75%		\$ 1,722.04
				Freight		\$ 0.00
				Total		\$ 49,619.39
(*) Tax exempted Part(s)						



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Number: **TK-1221**
 Date: **01/02/2020**

Recommended Products & Accessories

Item #	Mfr. Part	Description	Price	Qty.	Extended
1	CON-SNT-FPR2140N	SNTC-8X5XNBD Cisco Firepower 2140 NGFW Appliance, 1U, 60 months Mfr:	\$ 15,291.43	1	\$ 15,291.43
2	CON-SW-FPR2140N	Cisco Base Cisco Firepower 2140 NGFW Appliance, 1U, 60 months Mfr:	\$ 13,359.45	1	\$ 13,359.45

Quote Valid Until: 07/01/2020

Payment Details

Pay by: Company PO
 Payment Term Due upon Receipt

Shipping and Delivery Details

Shipping via: FEDEX Ground

Terms and Conditions

SPIN: 143027209, FCC # 0011991395, Certified Small Business – Micro # 40936, DIR Registration: 1000003984

1. All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work.
2. Work shall be performed during normal business hours unless specified in the contact SOW. Additional charges for after hour / holiday work might apply
3. Parking on site shall be provided by client at no cost to GigaKOM.
4. Client will provide free and clear access to all working areas.
5. An onsite contact and access must be provided to GigaKOM prior to job site arrival.
6. Any down time resulting from the lack of access or client required information, equipment is not the responsibility of GigaKOM and is billable.
7. A \$250 fee will be billed to client for missed appointment, or site not ready for installation. Also \$150 will be billed for additional dispatch.

GigaKOM Terms and Conditions, Billing and SLA: <http://bit.ly/GIGAKOM-TCandSLA>

The price set forth above is a good faith estimate based on the information received through the date of this Estimate and may change based on updated information. Any price changes shall be communicated to customer through a revised Estimate. This Estimate is valid for 30 days from the day of issue. GigaKOM WILL BILL IN PROGRESS INVOICES. HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVAL on customer site or at GigaKOM whichever occurs first. Additional training or Professional Services can be provided at our standard rates. Shipping charged may apply to all orders. Shipping Charges are estimates and will be billed at actual amount if higher. Payment Details Past due amounts subject to finance charges* Customer shall reimburse all costs incurred in collecting past due amounts*
 *See GigaKOM Standard Terms and Conditions.

For Clients that utilize USAC SLD funding, GigaKOM will, based on agreement, invoice SLD for discounted portion. In case SLD denies payment or SLD does not pay within 90 days, Client will be responsible for full amount. Thank you for your business

Prepared by: **Theodore Koep** Email: theodorekoep@gigakom.com Phone: **858-769-5411**

ATTACHMENT B

Basic Maintenance School District ERATE Scope of Work IF APPLICABLE

The following describes the range of maintenance services to be provided by GigaKOM. The proposed services are contingent upon final approval by the District.

Basic maintenance services are “necessary” if, but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without e-rate discounts.

Basic maintenance services do not include services that maintain equipment that is not supported or that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment’s ability to transport information.

The primary purpose of the services for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Support for the administrative functions of library or education programs is permitted so long as the services are part of the network of shared services for learning. Support will be limited to services delivered to the onsite educational facility or facilities.

GigaKOM will provide support for all services under this contract that will provide a minimum of switched 100BT network service and T-1 Internet Access to all eligible areas of the district. This includes unanticipated component replacement and expansion of the district's network.

All services must be performed in the ERATE funding window.

Duties will be limited to only those dealing with maintenance and operation of telecommunications and internal connections as specified in FCC Document *CC Docket No. 96—45 Schools and Libraries Eligibility List*. (Attachment C). Any work not covered on the eligibility list must be covered under a separate contract or invoice.

LIST OF ELIGIBLE COMPONENTS

This list is required by the Schools and Libraries Division to identify the scope of equipment and services that are covered by this contract. Additionally, the SLD wishes to determine that no ineligible components are included for maintenance. All components must be a part of a network of shared services for learning.

The items covered by this agreement are listed in the RFP, GigaKOM’s proposal in response to the RFP and the quotation / pricing form provide

Agenda Item:

16.D. Accept gifts.

Speaker:

Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$386.07 from United Way of San Diego County to Central School for any school needs.
2. \$95.30 from Box Tops for Education to Central School for any school needs.
3. \$4,052.94 from Palmer Way Parent Teacher Association (PTA) to Palmer Way School for sixth grade camp.
4. \$300.00 from Karwan Salih to Kimball School to purchase a rug for a classroom.
5. \$250.00 from Target Corporation to Kimball School for student incentives.
6. \$28.13 from Sticker Rise LLC to Olivewood School for any school needs.
7. \$378.00 from Rancho de la Nación Teachers to Rancho de la Nación School to purchase books.
8. \$5,000.00 from Barona Band of Mission Indians to Lincoln Acres School to purchase microscopes for STEAM activities.
9. \$40.00 from United Cerebral Palsy to Ira Harbison School for teacher incentives.

Quick Summary /
Abstract:

- United Way of San Diego County fights for the health, education, and financial stability of every person in the community.
- Box Tops for Education® is one of the nation's largest school fundraising loyalty programs and has been helping schools succeed since 1996. With over 250 participating products, it's an easy way for schools to earn cash for the things they need.
- Palmer Way PTA works throughout the year to support various programs at Palmer Way School and National School District.
- Karwan Salih is Kimball School parent with an interest in supporting school activities.
- Target Corporation is committed to giving money back towards education.
- Sticker Rise, LLC. is a local community partner with an interest in supporting local youth.
- Rancho de la Nación Teachers have an interest in supporting school activities.
- Barona Band of Mission Indians is a community partner with an interest in local youth.
- United Cerebral Palsy Association of San Diego County is a nonprofit organization that educates, advocates, and provides support services to people with disabilities.

Comments:

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

Recommended
Motion:

Accept gifts.

Agenda Item: **17. BOARD WORKSHOP**

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item: **19. ADJOURNMENT**