



Governing Board Agenda

March 11, 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, March 11, 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—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:
PUBLIC EMPLOYEE APPOINTMENT
Title: Interim Principal

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. Presentation by John A. Otis School students.

Dr. Leticia Segura,
Principal, John A. Otis
School & Brian
Clapper, Board Clerk

9.B. Recognize Ms. Cynthia Godinez, John A. Otis School, as an Exceptional National School District Volunteer.

Dr. Leticia Segura,
Principal, John A. Otis
School & Alma
Sarmiento,
Board Member

9.C. Recognize Ms. Gabrielle Yates, John A. Otis School, Second Grade Teacher, as National School District Employee of the Month for March 2020.

Dr. Leticia Segura,
Principal, John A. Otis
School & Maria Dalla,
Board Member

9.D. Presentation on the 2020 Census.

Steven Sanchez,
Principal,
Central School

9.E. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10. PUBLIC COMMUNICATIONS

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Barbara Avalos,
Board President

11. AGENDA

11.A. Accept agenda.

Barbara Avalos,
Board President

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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.

Barbara Avalos,
Board President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on February 26, 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.	Leighangela Brady, Superintendent
13. GENERAL FUNCTIONS	
13.A. Adjust monthly stipend for Governing Board Members.	Barbara Avalos, Board President
13.B. Adopt Resolution #19-20.20 delegation of authority to enter into written agreements or written contracts under specific limitations.	Leighangela Brady, Superintendent
14. EDUCATIONAL SERVICES	
14.A. Presentation on school gardens and outdoor learning spaces.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.B. Approve the final 2019-2020 School Plan for Student Achievement for each National School District elementary school.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.C. Adopt Resolution #19-20.19, declaring the week of April 11 through April 17, 2020 as the “Week of the Young Child.”	Sharmila Kraft, Assistant Superintendent, Educational Services

14.D. Amend contract #CT3514 between the National School District Governing Board and The Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the 2019-2020 fiscal year. Sharmila Kraft, Assistant Superintendent, Educational Services

14.E. Amend consultant contract #CT3568 with SWING Education to provide substitutes for certificated staff professional development for the 2019-2020 fiscal year. Sharmila Kraft, Assistant Superintendent, Educational Services

14.F. Approve contract #CT3716 with Miriam Nenninger Enterprises to provide parent workshops for National School District families. Sharmila Kraft, Assistant Superintendent, Educational Services

15. HUMAN RESOURCES

15.A. Conduct public hearing pursuant to Government Code 3547 regarding the proposal from National City Elementary Teachers Association to open negotiations with National School District for the 2020-2021 school year. Leticia Hernandez, Assistant Superintendent Human Resources

15.B. Approve contract #CT3718 with Kathleen Filzenger for administrative support in the Student Support Services Department through the 2019-2020 school year. Leticia Hernandez, Assistant Superintendent, Human Resources

16. BUSINESS SERVICES

16.A. Discussion of interest in Solar Energy Power. Leighangela Brady, Superintendent

16.B. Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2020 (see Exhibit B). Leighangela Brady, Superintendent

16.C. Adopt Resolution #19-20.21 to reduce expenditures in 2020-2021 and 2021-2022. Leighangela Brady, Superintendent

16.D. Authorize the Superintendent or designee to advertise for work to be done for facility projects scheduled during June 2020, and continuing into the 2020-2021 school year. Leighangela Brady, Superintendent

16.E. Approve contract #CT3713 with Wilkinson, Hadley, King & Company, LLP for the 2019-2020, 2020-2021, and 2021-2022 school years to perform the Annual Financial Audit, Proposition 39 Bond Audit, and Performance Audit. Leighangela Brady, Superintendent

16.F. Approve contract #CT3717 with Ninyo and Moore for Geotechnical Consulting Services for the Maintenance and Operations Department. Leighangela Brady, Superintendent

17. BOARD WORKSHOP

17.A. Review and discuss suggested revisions and updates to Board Bylaws, Board Policies and Administrative Regulations (see Exhibit C). Barbara Avalos,
Board President

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

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. Presentation by John A. Otis School students.**

Speaker: Dr. Leticia Segura, Principal, John A. Otis School & Brian Clapper, Board Clerk

Quick Summary /
Abstract: John A. Otis school understands that the future of our community lies in the hands of our children. In this presentation, members of student council will share various innovative ways that John A. Otis students are given to develop their leadership skills, give input and be involved in school decision making, and contribute to a collective effort around United Nations Sustainable Development Goal #11- Sustainable Cities and Communities.

Agenda Item: **9.B. Recognize Ms. Cynthia Godinez, John A. Otis School, as an Exceptional National School District Volunteer.**

Speaker: Dr. Leticia Segura, Principal, John A. Otis School & Alma Sarmiento, Board Member

Quick Summary / Abstract: It has been the practice of the National School District to honor and recognize volunteerism in the District.

Comments: This school year, John A. Otis selected Cynthia Godinez as our Exceptional National School District Volunteer. Ms. Godinez was elected Parent Teacher Association treasurer in 2018. Mrs. Godinez works very closely with her PTA team to recruit parent volunteers and helps organize activities to support our students and teachers at John A. Otis. She has demonstrated leadership that has strengthened our PTA. She works relentlessly and does whatever it takes to make sure parents are available to lend a hand with all our school events (shoe, backpack, and sweatshirt giveaways, Reading Star dances, Reading Star movie, and recognition assemblies). In addition, Ms. Godinez is a valuable member of our School Site Council, English Learner Advisory Committee, District Parent Advisory Committee, John A. Otis PBIS Tier I Committee, and John A. Otis Sustainability Committee. Ms. Godinez can always be counted on to provide input and share what she has learned with parents and staff. John A. Otis staff and students are truly grateful to have the support of an innovative parent like Ms. Godinez.

Agenda Item: **9.C. Recognize Ms. Gabrielle Yates, John A. Otis School, Second Grade Teacher, as National School District Employee of the Month for March 2020.**

Speaker: Dr. Leticia Segura, Principal, John A. Otis School & Maria Dalla, Board Member

Quick Summary / Abstract: Ms. Gabrielle Yates has been working with National School District for 28 years, all of which have been at John A. Otis Elementary.

The dedication Ms. Yates has for teaching is phenomenal. She arrives early to school to ensure her classroom is ready for her students. Ms. Yates extends the learning for second grade students by offering before and after school interventions every Monday and Wednesday to support students. She is a team player and is always willing to go above and beyond to implement innovative lessons for her students. She collaborates with colleagues on strategies, ways to maximize student learning, and sharing ideas. Ms. Yates is definitely not afraid to try new things. She is eager to help others and improve things in any way possible. She is a participant on the PBIS Tier 1 Committee, the District Sustainability Committee and has led the attendance incentive program for John A. Otis.

She is highly respected by parents and our community and always makes time to meet with them. She is an effective teacher with great rapport with students. It is a teacher like Ms. Yates that really makes John A. Otis shine.

Agenda Item: **9.D. Presentation on the 2020 Census.**

Speaker: Steven Sanchez, Principal, Central School

Quick Summary / Abstract: As part of their United Nations Sustainability Development Goal #16– Peace, Justice & Strong Institutions, Central Elementary School Principal, Steven Sanchez, and Fifth Grade Teacher, Christina Benson, are rolling out a plan aimed at educating National School District staff, students, and families on the importance of the 2020 Census.

This presentation will focus on planned outreach efforts including educating students about the census, promoting parent participation in the census, and involving the community-at-large in census efforts.

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The employees on the attached list were approved at the February 26, 2020 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 3/11/20		
Name	Position	Location
1. Bryan Lucero	Electronic Systems-Maintenance Worker	Maintenance & Operations Department

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

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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 February 26, 2020.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Board Minutes-02/26/2020

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

February 26, 2020

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

Attendance Taken at 6:04 PM:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

1. CALL TO ORDER

Board Clerk, Brian Clapper, called the meeting to order at 4:32 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION- 4:30 p.m.

Closed session was held from 4:32 p.m. to 6:00 p.m.

No action was taken in closed session.

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, Alexis Urias, led the Pledge of Allegiance.

8. ROLL CALL

Ms. Vanessa Ceseña took roll call.

9. PRESENTATIONS

9.A. Presentation by Palmer Way School students.

Students from Palmer Way School gave a puppet show presentation created during their learning session with San Diego Guild of Puppetry.

Board Members, Maria Betancourt-Castañeda and Maria Dalla presented each of the students with a certificate and book.

9.B. Recognize Ms. Loretta Cayas, Palmer Way School, as an Exceptional National School District Volunteer.

Recognized Ms. Loretta Cayas, Palmer Way School, as an Exceptional National School District Volunteer.

Board Clerk, Brian Clapper, presented Ms. Cayas with a certificate and a District logo clock.

9.C. Introduce and welcome the new employees.

None

10. PUBLIC COMMUNICATIONS

Ms. Sandy Naranjo, Mother's Out Front, spoke regarding item 13.A.

Ms. Tamlyn McKean, NCETA, spoke regarding item 15.A.

11. AGENDA

11.A. Accept agenda.

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS.

Motion Passed: Approval of 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. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

12.A. Administration

12.B. Human Resources

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

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

12.C. Educational Services

12.D. Business Services

13. GENERAL FUNCTIONS

13.A. Adopt Resolution #19-20.18 Commit to Sustainable and Health Related Best Practices.

Motion Passed: Adoption of Resolution #19-20.18 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

13.B. Approve the minutes of the Regular Board Meeting held on February 12, 2020.

Motion Passed: Approval of minutes 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
- Abstain Mr. Brian Clapper
- Yes Ms. Maria Dalla
- Yes Ms. Alma Sarmiento

13.C. Cast vote for 2020 California School Boards Association (CSBA) Delegate Assembly election.

Board vote results for up to nine (9) candidates are as follows:

1. Barbara Avalos- National
2. Maria Betancourt-Castañeda- National
3. Brian Clapper- National
4. Maria Dalla- National
5. Katherine Fitzpatrick- Del Mar
6. Humberto Gurmilan- San Ysidro
7. Claudine Jones- Carlsbad
8. Tamara Otero- Cajon Valley
9. Cipriano Vargas- Vista

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

Per consensus of the Board, item 13.D. was pulled

Motion Passed: Vote to pull item 13.D. 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
- No Ms. Alma Sarmiento

14. POLICIES, REGULATIONS, BYLAWS

14.A. First reading of Board Policies and Administrative Regulations suggested updates.

15. EDUCATIONAL SERVICES

15.A. National School District School Counselor's Program presentation.

National School District school counselors gave a presentation on their work District-wide.

15.B. Approve #CT3712 with Rackspace to provide data hosting/reporting services and support for the National School District from March 2020 through February 2022.

Motion Passed: Following discussion and request for date change, #CT3712 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

16. HUMAN RESOURCES

16.A. Approve Clear Administrative Services Credential Program Agreement #CT3714 between the Trustees of the California State University on behalf of San Diego State University ("University") and National School District (NSD) to Clear Administrative Services Credential.

Motion Passed: Following discussion, #CT3714 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

17. BUSINESS SERVICES

18. BOARD WORKSHOP

19. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento shared she had the opportunity to attend the Good Deeds Day event at Rancho de la Nación school on Saturday. She witnessed the collaboration between parents, volunteers, and community members for a successful event. She had a special thank you to Ms. Watts and Ms. Benitez for coordinating the event and for all they do.

Ms. Betancourt-Castañeda mentioned she was unable to attend the Good Deeds Day but would like to contribute at future events. She thanked everyone present. She commented on how great the student presentation was and congratulated Ms. Cayas for her recognition. She thanked the school counselors for everything they do. She shared she attended the District's Automated External Defibrillator (AED) Donation event at Lincoln Acres School and asked if cardiopulmonary resuscitation (CPR) training can be extended to all students. She requested to be informed of the AED delivery schedule at sites.

Ms. Dalla congratulated Palmer Way students for their puppet presentation and Ms. Cayas for her recognition. She also congratulated the school counselors and Ms. Piper for their presentation and great work, she informed them that school counselor positions have been priority for the Governing Board. She thanked Mr. Paredes for donating AEDs to all ten schools, she was able to attend the presentation event at Lincoln Acres school. She thanked everyone who was present and wished everyone a good night.

Mr. Clapper congratulated the students on the puppetry presentation and Ms. Cayas for her recognition. He thanked the counselors for their amazing job. He feels proud to be part of this District and is amazed with the wonderful team they are. He is thankful that the parents and students have the support needed.

Dr. Hernandez congratulated the students on their great presentation and Ms. Cayas for her recognition. She thanked the school counselors for their work and thanked them for the lifelong impact they are leaving on our students.

Dr. Kraft Maligayang Bati po Ms. Cayas, she thanked the school counselors for their impact on our students, community, and the world. She informed the Governing Board she is currently meeting with community partners to develop a plan for expanding CPR training to students and staff, as requested. She thanked the students for their presentation. She shared information regarding the Language Programs flyer and information regarding the student math recognition ceremony with the Board.

Dr. Brady added information regarding the meeting on CPR training for students and staff. She thanked the school counselors for their work and Ms. McKean for attending the meeting in their support. She shared information on her State of the District presentations, Read Across America schedule, and Partnership Exchange event with the Governing Board. She reminded the Board of the upcoming visit of Mr. Vernon Billy; details will be provided separately. She wished Ms. Ceseña a happy belated birthday.

Ms. Avalos congratulated the students on their presentation and mentioned how proud she is of Ms. Cayas for her recognition. She commended the school counselors on exceptional work. She invited everyone to participate in the 2020 Census and to go out and vote on March 3rd, she will be working the polls.

20. ADJOURNMENT

Board President, Barbara Avalos, adjourned to closed session at 8:00 p.m.

In closed session, the Governing Board voted unanimously to issue notice to release and reassign employee #622586 from an administrative position pursuant to Education Code section 44951, effective at the end of the 2019-2020 school year, and directed the Superintendent or designee to send out appropriate legal notice.

Closed session was adjourned at 9:15 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

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
March 11, 2020**

Name Position Effective Date Placement Funding Source

Employment

None				
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Temporary Employment

1. Monique Balderrama	Temporary Teacher 6.58 hours per day 185 days per year Lincoln Acres School	March 12, 2020 to June 3, 2020	Class 1, Step 1	General Fund
2. Maria Rutledge	Impact Teacher 4 hours per day Not to exceed 134 days per year Ira Harbison School	March 12, 2020 to June 3, 2020	Daily Impact Teacher Rate of \$162.84	School Site Funds

Release of Temporary Employment

3. Monique Balderrama	Temporary Teacher	Release from temporary assignment on June 3, 2020		
4. Maria Rutledge	Impact Teacher	Release from temporary assignment on June 3, 2020		

Leave of Absence

None				
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**CLASSIFIED STAFF RECOMMENDATIONS
March 11, 2020**

Name Position Effective Date Placement Funding Source

Employment

5. Eva Duarte Cardenas	Instructional Assistant- Health Care 3.25 hours per day 210 days per year Palmer Way School	March 13, 2020	Range 18, Step 1	General Fund
6. Nathan Santini	Instructional Assistant- Special Education 3.25 hours per day 210 days per year Las Palmas School	March 13, 2020	Range 16, Step 1	General Fund

Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

None				
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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 3/11/20			
Name	Position	Location	Effective Date
Teresa Soto	School Counselor	Ira Harbison School	June 3, 2020
David Valencia	School Counselor	Lincoln Acres School	June 3, 2020

Retirements 3/11/20			
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: Leighangela Brady, Superintendent

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. Adjust monthly stipend for Governing Board Members.**

Speaker: Barbara Avalos, Board President

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

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

Considerations for this adjustment include the following:

- This is not a raise, but rather an adjustment in compensation.
- Board members receive a \$277.83 stipend per month.
- On an annual basis, the Governing Board may increase the compensation of individual board members beyond the limits delineated in Education Code section 35120, in an amount not to exceed 5 percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the governing board.
- Board members do not receive additional compensation for special Board meetings called within a given month.
- The cost of the adjustment to the Governing Board's monthly stipend is \$13.23 per month for each Board member.

Recommended Motion: Adjust monthly stipend for Governing Board Members.

Financial Impact: Governing Board Stipend
Annual cost
General Fund

Agenda Item: **13.B. Adopt Resolution #19-20.20 delegation of authority to enter into written agreements or written contracts under specific limitations.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: At times the Superintendent of the District may have a need to enter into written agreements or contracts with outside vendors and/or consultants for products and/or services under certain limitations.

This resolution would allow the Superintendent to enter into a contract without the need to call a Special Board Meeting or wait for a Regular Board Meeting to occur. Limitations of this authority are outlined in the resolution.

Comments: Resolutions like this are common practice in districts to address time sensitive needs.

Recommended Motion: Adopt Resolution #19-20.20 delegation of authority to enter into written agreements or written contracts under specific limitations.

Attachments:
Resolution #19-20.20

National School District Resolution

#19-20.20

DELEGATION OF AUTHORITY TO ENTER INTO WRITTEN AGREEMENTS OR WRITTEN CONTRACTS UNDER SPECIFIC LIMITATIONS

WHEREAS, the Governing Board is authorized in Education Code section 35161 to delegate any of its statutory powers or duties to the Superintendent of the District.

WHEREAS, the Governing Board now desires to specifically delegate to the Superintendent of the District the authority to enter into written agreements or contracts with outside vendors and/or consultants for products and/or services under the limitations of this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT

The Governing Board hereby specifically delegates to the Superintendent of the District the authority to enter into written agreements or written contracts with outside vendors and/or consultants for products and/or services without prior or subsequent approval by the Governing Board under the limitations of this Resolution. This Resolution does not authorize oral agreements or oral contracts of any kind or type. This Resolution does not authorize any agreement or contract to purchase or sell real property, any agreement or contract to lease real property, or any agreement or contract to borrow money. This Resolution is strictly limited to written agreements or written contracts with outside vendors and/or consultants for products and/or services.

BE IT FURTHER RESOLVED THAT

The Superintendent, within her discretion, is hereby authorized to enter into written agreements or written contracts with outside vendors and/or consultants for products and/or services without prior or subsequent approval by the Governing Board under the limitations of this Resolution which shall include all of the following:

1. Each and every written agreement or contract shall be reviewed and approved in writing as to form by legal counsel for the District before it is approved by the Superintendent. The Superintendent shall not approve any written agreement or contract without prior review and approval in writing as to form by legal counsel for the District.
2. Each and every written agreement or contract shall have a term of no longer than twelve (12) months.

3. Each and every written agreement or contract shall be consistent with the current adopted Budget in the District and shall not cause any additional deficit spending. This means that any such written agreement or contract shall be consistent with the amounts budgeted in any major classification of the current adopted Budget in the District.
4. Each and every written agreement or contract shall be consistent with and not in conflict with any Board Policy in the District or any prior action by the Governing Board. In no event may the Superintendent enter into any written agreement or contract where the Governing Board at an open Board meeting took action not to enter into the written agreement or contract or failed to take action on the proposed written agreement or contract.
5. Each and every written agreement or contract shall have an absolute total or maximum liability and/or cost to the District of ten thousand dollars (\$10,000.00) for the entire term of the written agreement or contract.
6. Each and every written agreement or contract shall not have an automatic renewal provision.
7. Each and every written agreement or contract shall be considered a record to be fully disclosed to the public under the California Public Records Act, and a record to be made reasonably available to the public for inspection or copying.
8. Within one week after approval of any written agreement or contract by the Superintendent, the Superintendent shall notify all members of the Governing Board regarding her action, and shall make a copy of the written agreement or contract immediately available to any member of the Governing Board upon request.
9. No written agreements or written contracts shall be entered into under this Resolution during any time when the District does not have an approved Budget, during any time when the District has a qualified or negative certification under Education Code section 42131 or any other applicable law, or during any time when the District must borrow funds to meet current cash needs.
10. The Superintendent may enter into no more than three (3) written agreements or written contracts under this Delegation of Authority during each school year.

Resolution #19-20.20
March 11, 2020
Page 3

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California this 11th day of March 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Presentation on school gardens and outdoor learning spaces.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary /
Abstract: Joined by Olivewood Gardens & Learning Center; BCK Programs, LLC partners; staff and students; Dr. Wendy O'Connor will facilitate highlights of outdoor learning opportunities for students.

First, Olivewood Gardens and Learning Center will spotlight our growing community partnership through student field trips and school outreach. Next, BCK Programs, LLC will provide updates on developing school gardens, outdoor learning spaces, and compost efforts. Finally, National School District educators and students will describe the impact of outdoor learning opportunities on teaching and learning.

Agenda Item: **14.B. Approve the final 2019-2020 School Plan for Student Achievement for each National School District elementary school.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Every year, school sites write a School Plan for Student Achievement (SPSA). This plan is developed in collaboration with the School Site Council. The content of each school plan is aligned with school goals for improving student achievement.

The Board had an opportunity to review each school plan and then discuss the plan development with representatives of each site's School Site Council at a special Board workshop held on October 21, 2019.

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

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

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

Once approved, plans will be posted to individual school websites.

Recommended Motion: Approve the final 2019-2020 School Plan for Student Achievement for each National School District elementary school.

Agenda Item: **14.C. Adopt Resolution #19-20.19, declaring the week of April 11 through April 17, 2020 as the “Week of the Young Child.”**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The “Week of the Young Child,” sponsored by the National Association for the Education of the Young Child, began in 1971. The purpose of the week is to impress upon the public the importance of the young child and his/her family, as well as the importance of, and the need for, quality early childhood education. In recognition of this, each year the Governing Board adopts a resolution honoring “The Week of the Young Child.”

Comments: Governing Board members, District administrators and interested community members are invited to visit one or all eight National School District Early Childhood Education sites during the week of April 11 through April 17, 2020.

Recommended Motion: Adopt Resolution #19-20.19, declaring the week of April 11 through April 17, 2020 as the “Week of the Young Child.”

Attachments:
Resolution #19-20.19

National School District Resolution

#19-20.19

RESOLUTION OF THE GOVERNING BOARD OF NATIONAL SCHOOL DISTRICT TO RECOGNIZE THE "WEEK OF THE YOUNG CHILD"

WHEREAS, the Governing Board supports optimal development for each child, and

WHEREAS, the Governing Board supports the concept of providing opportunities for parents to increase their understanding and knowledge of child growth and development, and

WHEREAS, childhood is the time to develop interests, skills, and aptitudes which will last a lifetime, and

WHEREAS, the importance of early childhood education is properly and widely recognized.

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of National School District names and declares the week of April 11 through April 17, 2020, "The Week of the Young Child" in each of the schools under its supervision. The Governing Board, for its own part, commits itself to a partnership with parents in a continued dedication to early childhood education programs in National School District which are relevant to the needs of the children placed in its care and which will reach and positively influence each child consistent with his/her needs and capabilities.

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 11th day of March 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, Leighangela Brady, E.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: **14.D. Amend contract #CT3514 between the National School District Governing Board and The Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the 2019-2020 fiscal year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: The initial contract with The Neighborhood House Association, #CT3514, to serve 188 eligible children, was approved at the August 8, 2018 Board meeting and renewed in the Annual Maintenance Agreement list on June 26, 2019.

The amended contract decreases the number of students that will be served by twenty (20) from 188 to 168 students. The decrease will delete and replace Exhibit E in its entirety and have a fiscal impact of \$139,901.00.

Comments: The Federal poverty guidelines determine eligibility for Head Start services. The Federal guidelines have been stagnant while minimum wage and the cost of living has increased. This disparity has caused fewer and fewer families to qualify for Head Start decreasing the number of eligible children available to serve.

National School District is currently serving 168 children with Head Start, therefore the reduction is a reflection of current service.

Recommended Motion: Amend contract #CT3514 between the National School District Governing Board and The Neighborhood House Association for the purpose of providing early childhood education programs for children three and four years of age during the 2019-2020 fiscal year.

Financial Impact: (\$139,901.00)
Headstart Revenue

Attachments:
CT3514

Chairperson
Tyrone Matthews, Esq.



President and CEO
Rudolph A. Johnson, III

The Neighborhood House Association

AMENDMENT # 1 Contract # 19-007012-HS

This Amendment is entered into effective March 1, 2020, by and between The Neighborhood House Association, a California non-profit public benefit corporation (“NHA”) and National School District (“NATIONAL SCHOOL DISTRICT” or “NSD”), a California school district with primary offices located at 1500 “N” Avenue, National City, CA 91950. NHA and NATIONAL SCHOOL DISTRICT are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into Head Start Services Agreement #19-007012-HS, effective July 1, 2019 (the “Agreement”), to establish a collaborative working relationship to provide Head Start services, including comprehensive health and social services, to eligible children and their families;

WHEREAS, The Parties desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties desire to amend the Agreement as follows:

- I. The number of children and families to be serviced referenced in Section 2.1(A) shall decrease by twenty (20). Accordingly, Section 2.1(A) shall be amended to the following:

“A. Provide Center-Based Head Start Services and Combination Head Start Services for a maximum of one hundred sixty-eight (168) children and their families, as set forth in EXHIBIT “A” (Program Options & Sites). No less than 3.5 hours of Center-Based Services shall be provided per day, for a minimum of thirty-five (35) weeks, or one hundred seventy-five (175) days per year.”
- II. The maximum reimbursable amount referenced in EXHIBIT “E,” – Payment and Budget, shall decrease by one hundred thirty-nine thousand nine hundred and one dollars (\$139,901.00). Accordingly, Exhibit E is hereby amended by deleting the existing Exhibit E in its entirety and replacing it with the new Exhibit E, attached hereto.

Except as amended herein all other terms and conditions in the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be signed in their names and on their behalf by the duly authorized representatives, effective the date first above written.

National School District

By _____
Leighangela Brady, Ed.D
Superintendent
Date:

The Neighborhood House Association

By _____
Rudolph A. Johnson, III
President and CEO
Date:

Approved as to form and legality:

By _____
Dwight D. Smith
General Manager, General Counsel
The Neighborhood House Association

EXHIBIT “E” – PAYMENT & BUDGET

For Services performed by NSD pursuant to this Agreement, NHA agrees to reimburse NSD in an amount not to exceed One Million One Hundred Seventy-Five Thousand One Hundred Sixty-Seven Dollars (\$1,175,167.00), as follows:

A) Head Start Center Based Option:

124 Funded Enrollment = \$937,335

B) Head Start Combination Option:

34 Funded Enrollment = \$237,832

C) NATIONAL SCHOOL DISTRICT will invoice NHA on a monthly basis. Such amounts reimbursed shall cover program operation costs related to (i) Personnel; (ii) Fringe; (iii) Supplies and Materials; (iv) Equipment; (v) Training and Staff Development; (vi) Travel; (vii) Printing and Publications; (viii) Meals for Parent Meetings; and (ix) such other allowable costs associated with NSD’s performance of the Services.

D) Between January 1, 2020 and January 31, 2020, NHA will review NSD’s monthly enrollment for the previous months and determine whether the maximum funded enrollment will be amended. If amended, the reimbursable amount for each program option will be adjusted by \$6,995.04 per Funded Enrollment.

E) The maximum reimbursable amount is inclusive of a 1.77% Cost of Living Adjustment (COLA).



Chairperson
Dr. Jeffrey D. Carr, Sr.

President and CEO
Rudolph A. Johnson, III

HEAD START SERVICES AGREEMENT
Contract No. 18-007012-HS

This Head Start Services Agreement (“Agreement”) is entered into effective July 1, 2018, by and between The Neighborhood House Association (“NHA”), a California non-profit public benefit corporation with primary offices located at 5660 Copley Drive, San Diego, CA 92111, and National School District (“NATIONAL SCHOOL DISTRICT” or “NSD”), a California school district with primary offices located at 1500 “N” Avenue, National City, CA 91950. NHA and NATIONAL SCHOOL DISTRICT are collectively referred to herein as the (“Parties”).

RECITALS

WHEREAS, NHA is contracted through the Federal Department of Health & Human Services to provide Head Start services including comprehensive health, social and early childhood development services in communities located throughout San Diego County;

WHEREAS, NATIONAL SCHOOL DISTRICT is a school district registered with the State of California and City of San Diego to provide educational instruction to children 3 to 5 years of age and their families, at certain preschool centers identified in EXHIBIT “A”, attached hereto and incorporated herein by this reference, (the “Sites”); and

WHEREAS, the Parties share a common vision for the education and well-being of families and communities and desire to establish a collaborative working relationship, with NSD performing as a subcontracted vendor, to provide health and social services to Head Start eligible children and their families, while maximizing identified funding sources to provide additional services at the Sites.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, including the foregoing Recitals which shall be incorporated herein by this reference, the Parties agree as follows:

- 1.0** **Term**. This Agreement shall be effective July 1, 2018 (“Effective Date”) and automatically expire on June 30, 2019, unless terminated earlier in accordance with the terms and provisions set forth herein (“Term”). Provided NATIONAL SCHOOL DISTRICT fully performs as required herein, it is the intent of the Parties to consider renewal of this Agreement beyond the initial Term.
- 2.0** **Scope Of Work**. NATIONAL SCHOOL DISTRICT agrees to operate a Head Start compliant program, which shall consist of Part Day and Combination Program Options. NATIONAL SCHOOL DISTRICT’s Head Start program shall provide comprehensive early childhood care and education services, during the school year, at the Sites (hereinafter the “Services”) for children whose families meet the Federal Income guidelines and other eligibility requirements of the Head Start Act, as amended, 42 USC 9801 et. seq. (the “Head Start Act”) and applicable provisions of the Federal Head Start Program Performance Standards contained in 45 CFR 1301 through 1305 and 2 CFR Part 200 as amended; in

addition to applicable provisions of the California Child Care Licensing regulations, (hereinafter collectively referred to as “Regulations”) as such Regulations may be amended from time to time. In addition, NATIONAL SCHOOL DISTRICT agrees to perform the following Services:

2.1 Program Services. NATIONAL SCHOOL DISTRICT shall:

- A. Provide Center-Based Head Start Services and Combination Head Start Services for a maximum of one hundred eighty-eight (188) children and their families, as set forth in EXHIBIT “A” (Program Options & Sites). No less than 3.5 hours of Center-Based Services shall be provided per day, for a minimum of thirty-two (32) weeks, or one hundred twenty-eight (128) days per year.
- B. Within 30 days of the execution of this agreement DELEGATE shall submit to GRANTEE for approval of procedures related to Health, Safety and Supervision including:
 - Use of safety vests
 - Use of transition ropes
 - Ensuring latches on gates cannot be accessed by children
 - Transition protocols for the indoor and outdoor movement of children
 - Utilization of Hazard Maps
 - Active Shooters
 - Sign in and out procedures related to releasing a child from the facility
- C. Provide health, mental health, social support services to children and families enrolled.

2.2 Facilities Services. NATIONAL SCHOOL DISTRICT shall:

- A. Provide Program Services only in facilities that have a current license from the State of California, Department of Social Services, Community Care Licensing Division (“CDSS/CCL”).
- B. Provide NHA with copies of appropriate licenses prior to commencement of Program Service and maintain such licenses for the term of this Agreement.
- C. Notify NHA in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 48 hours of such occurrence.
- D. Notify NHA of any reportable license incidents/accidents that occur at the Sites within 48 hours and provide NHA a copy of the incident report that is filed with CDSS/CCL.
- E. Maintain for the term of this Agreement a current Child Care License (“CCL”) for each Site issued by the California Department of Social Services, Community Care Licensing and shall provide NHA with a copy of the license and shall notify NHA in writing of any changes in the status of license. NATIONAL SCHOOL DISTRICT shall provide NHA with a copy of all CCL site visit reports within 48 hours after receipt from CCL.

2.3 Additional Performance Services. NATIONAL SCHOOL DISTRICT shall complete each of the following within the time schedule established by NHA:

- A. Utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates amongst children. This approach should also be inclusive of children with disabilities.

- B. Keep the necessary records to maintain compliance with the Head Start Program Performance Standards, e.g., enrollment, attendance, educational screenings, etc.
- C. Offer each parent's participation in the Family Partnership Agreement process, which includes the Strengths and Needs tool, for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them. The completion of the Family Partnership Agreement will be done by NATIONAL SCHOOL DISTRICT staff.
- D. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three (3) and five (5) years old, e.g., notification of center committee meetings.
- E. Conduct regular fire and bus evacuation drills. Recorded documentation shall be made available to the NHA staff.
- F. Ensure at least ten percent (10%) of the children enrolled at the Sites are identified as special needs as defined in the Head Start Act, 42 USC 9801. If NATIONAL SCHOOL DISTRICT has not obtained at least 9% children with special needs by January 31, 2019, it must submit a waiver to NHA detailing reasons why the requirement was not met and describe a plan of action to address the issue. NATIONAL SCHOOL DISTRICT shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities (45 CFR 1302 Subpart F). Provide reports according to NHA mandates; including names of children that have been identified and/or referred for special education and mental health services. NHA will treat all such information provided as confidential as required by Head Start regulations.
- G. Provide educational, center-based Services to the participants of the Head Start Program by offering a minimum of thirty-two (32) weeks of class operation during the term of this Agreement. Number of days for subsequent years will be determined by NATIONAL SCHOOL DISTRICT in accordance with the Head Start Program Performance Standards.
 - i. Combination Option. NSD shall ensure that it performs at least ninety-six (96) class sessions and one (1) home visit per month, per eight (8) month program session, for each family enrolled in the combination option Head Start Program. Home visits shall last a minimum of ninety (90) minutes each.
- H. Ensure that when it is determined that an enrollment vacancy exists no more than thirty (30) calendar days will elapse before the vacancy is filled.
- I. Follow the Head Start Program Performance Standard 45 CFR 1302.16 for monitoring the Average Daily Attendance (ADA). When the monthly ADA rate in all program options falls below 85% of the enrollment, NATIONAL SCHOOL DISTRICT will analyze the causes of absenteeism and take appropriate action as prescribed in 45 CFR 1302.16, Attendance. NATIONAL SCHOOL DISTRICT will submit an analysis to NHA when the monthly ADA falls below 85%.
- J. Within the first forty-five (45) days, review health, dental, and vision screenings, nutrition and growth measurements, and conduct screenings of all children that will identify any developmental, behavioral, language, social, cognitive, perceptual and emotional concerns. NATIONAL SCHOOL DISTRICT agrees to notify the child's parent/guardian and NHA when an observable known or suspected health or developmental problem arises. Both Parties will work collaboratively to arrange for

further testing by a licensed professional or follow up.

- K. Work directly with the NATIONAL SCHOOL DISTRICT Child Development Student Support Services Team to coordinate health and social services to participating children and families to avoid duplication of services.
- L. Conduct ongoing child assessment with the following additional assessments: Desired Results Developmental Profile (DRDP-R) on enrolled children three (3) times per year.
- M. Hold two (2) parent teacher conferences annually for each child with the goal of enhancing the parent's role as the primary educator of their children.
- N. NSD staff must hold not less than two (2) home visits per each program year for children enrolled in the center based options. Visits to the homes of each enrolled child must be held: (i) unless the parent/guardian expressly objects in writing to such visits; or (ii) in cases where a visit to the home presents significant safety hazards for staff.
- O. Recruit, select and employ the number of classroom teachers and aides and shall also recruit, select and maintain an adequate number of volunteers to provide assistance in the Head Start classroom.
- P. Provide a child development education program not to exceed 24 Head Start eligible children per classroom (average age of 4 years old otherwise not to exceed 17 children whose average age is 3 years old) that meets the Federal Head Start Program Performance Standards and related regulations.
- Q. Provide social and supportive services necessary to maintain compliance with the Head Start Program Performance Standards that includes family partnership, referrals to community partners, and case management services by NATIONAL SCHOOL DISTRICT staff.
- R. Ensure that each member of its teaching staff performing Services hereunder has an initial health examination (that includes screening for tuberculosis) and a periodic re-examination (as recommended by their health care provider or as mandated by State, Tribal, or local laws) so as to assure that they do not, because of communicable diseases pose a significant risk to the health or safety of others in the Head Start or Early Head Start program that cannot be eliminated or reduced by reasonable accommodation.
- S. Within the first ninety (90) days of class operation will determine each child's health status to ensure that children have an ongoing source of continuous accessible health care.
- T. Throughout the term of this Agreement, NSD shall ensure that it (i) maintains at least thirty-five (35) square feet of space per child; (ii) meets State DOE Title V State Preschool staffing requirements with a paid staff ratio of one (1) adult for every eight (8) children; (iii) meets Head Start classroom teacher credentialing requirements prescribed in this Agreement and in Section 648A of the Improving Head Start for School Readiness Act; (iv) ensures that its classrooms serve predominately four (4) or five (5) year-old children throughout the term of this Agreement.
- U. Attached hereto as **EXHIBIT "B"** and incorporated herein by reference are additional assurances related to the qualification and development of the NSD staff referenced in Section 2.3(S) above, performing Services hereunder. NSD will ensure that all teaching staff assigned to Head Start collaborative Sites meet the requirements referenced in EXHIBIT B, unless an approved staff qualification requirement waiver has been

obtained.

- V. NATIONAL SCHOOL DISTRICT to provide the appropriate staff for each school site to provide services to identified students.
- W. Adhere to NHA's "Required Reporting Schedule," attached hereto as **EXHIBIT "C"**, and made a part hereof. NSD shall provide the NHA staff members identified in EXHIBIT C with the records described, within the mandated timeframes.
- X. Use ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.
- Y. Provide documentation of non-Federal share to NHA with each Claim for Reimbursement, described in Section 6.3 below.
- Z. Provide NHA's Project Manager with a Quarterly Personnel Report which shall include the number of new NSD employees assigned to perform the Services pursuant to this Agreement and those NSD employees relieved from performing the Services hereunder. The NSD employees referenced in the Quarterly Personnel Report shall be only those employees that are compensated predominately with Head Start funds (i.e. in the amount of 51% or more).
- AA. Allow NHA to perform, at its expense, two (2), on-site CLASS™ (Classroom Assessment Scoring System) assessments: one (1) pre and one (1) post assessment. Both assessments are intended to measure the quality of teacher-child interactions at NSD's Head Start centers. Particular emphasis will be placed on measuring Emotional Support, Classroom Organization and Instructional Support.
- BB. Ensure that each member of its teaching staff attend Head Start specific, Professional Development Training (common subject matter includes, but is not limited to, education, monitoring protocols, health and safety protocols, kindergarten readiness and CLASS understanding). Such trainings may be hosted by NHA or NSD.

3.0 NHA SUPPORT. NHA agrees to:

- A. [RESERVED]
- B. Conduct fiscal and programmatic reviews during its on-going monitoring process as required by the Administration for Children and Families.
- C. Provide technical assistance, as needed, upon written request from the NATIONAL SCHOOL DISTRICT and as determined by NHA as part of NHA's responsibilities under this Agreement.
- D. Provide NATIONAL SCHOOL DISTRICT with forms to include in the enrollment packets that include parental confidentiality statements indicating NHA's written permission to share its information pertaining to program enrollment eligibility with the NATIONAL SCHOOL DISTRICT.
- E. Provide support to NATIONAL SCHOOL DISTRICT staff on the educational curricula, required to meet the specified requirements of the Head Start Program Standards, through the participation in periodic meetings and trainings that include staff from NHA and NATIONAL SCHOOL DISTRICT.
- F. Provide Head Start related information to be distributed to families of students at each of the school sites (e.g. flyers, community resource listings, meeting notices, etc.).

- G. Provide copies of the Head Start Program Performance Standards to the NATIONAL SCHOOL DISTRICT.
- H. Provide training opportunities for NATIONAL SCHOOL DISTRICT staff to acquire knowledge related to the implementation of the Head Start Program Performance Standards.
- I. Follow NATIONAL SCHOOL DISTRICT State preschools calendars for the operation of the Head Start program at NATIONAL SCHOOL DISTRICT Sites.
- J. Assist NATIONAL SCHOOL DISTRICT with two (2) educational field trips. NHA will provide transportation services for one (1) field trip for each individual site during the program year at no cost to NATIONAL SCHOOL DISTRICT. NHA will reimburse NATIONAL SCHOOL DISTRICT for participating parent, child, and teacher admission costs to one (1) field trip.
- K. Perform ongoing Quality Assurance monitoring of enrollment which is designed to ensure that all vacancies are filled timely. NSD shall ensure that any enrollment vacancies are filled within thirty (30) calendar days.
- L. Provide NATIONAL SCHOOL DISTRICT with data entry support, including entering PROMIS data on an ongoing basis.

4.0 Joint Responsibilities. Both Parties agree to:

- A. Work collaboratively to comply with their respective confidentiality guidelines with respect to the release of student/family information collected as a result of their participation in the Program. Further, upon signed parent release of information, both NATIONAL SCHOOL DISTRICT and NHA will have access to family information.
- B. NHA and the NATIONAL SCHOOL DISTRICT shall provide to appropriate state and federal agencies pertinent documentation required to sustain, or expand funding resources for the Program.
- C. NHA and the NATIONAL SCHOOL DISTRICT shall co-monitor the Program, for licensing and compliance to determine if Head Start Program Performance Standards have been met. Such monitoring shall be accomplished through periodic site visits. Monitoring visits may occur during instructional time with the least degree of interruption to classroom activities.
- D. NHA and the NATIONAL SCHOOL DISTRICT will conduct a Program Self-Assessment, Program Information Reports, and On-going Monitoring functions to comply with the Head Start Program Performance Standards. Monitoring reports will be shared with the ECE Director.
- E. The Parties agree to jointly update the study design to evaluate the continuing developmental progress toward school readiness during the school 2018 - 2019 year.
- F. The Parties agree to jointly facilitate data collection activities related to the evaluation (e.g., electronic enrollment records, survey distribution and collection, assessment administration, and collection of electronic data results.)
- G. Use NHA's Community Assessment data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.
- H. Not enroll children whose family income exceeds Federal Income Guidelines without prior written approval from NHA. NATIONAL SCHOOL DISTRICT must submit a Request for Advance Approval (RAA) for special consideration to NHA.
- I. The Parties will work collaboratively to meet the timelines/timeframes established in the Head

Start Program Performance Standards including, but not limited to those shown in EXHIBIT “D,” attached and incorporated herein.

- 5.0 NHA Additional Services.** Any services not specified in this Agreement, which NHA shall not be obligated to do, an additional fee payable to NHA shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on NHA’s then current rates, to be negotiated.
- 6.0 Payment Limit.** NHA's maximum reimbursement to NATIONAL SCHOOL DISTRICT under this Agreement shall be allocated as specified in EXHIBIT “E” attached hereto and incorporated herein by this reference. If the stated amount on EXHIBIT “E” is increased or decreased, the revised allocation will be specified by a revised EXHIBIT “E” signed by both Parties and amended into the Agreement.
- 6.1 Payment Basis.** Subject to the Payment Limit, payments to NATIONAL SCHOOL DISTRICT for all services provided by NATIONAL SCHOOL DISTRICT under this Agreement shall only be for costs that are allowable costs that are actually incurred in the performance of NATIONAL SCHOOL DISTRICT's obligations under this Agreement.
- 6.2 Allowable Costs.** NATIONAL SCHOOL DISTRICT's allowable costs are only those which are determined in accordance with:
- A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 75 including any amendments thereto and the applicable Subparts listed hereunder and any other documents regarding principles for determining and allocating the allowable costs of providing the Services and any standards set forth for determining the allowability of selected items of costs of providing the Services. Attached hereto as **EXHIBIT “F”**, and included for illustrative purposes only, is a non-exhaustive listing of common budget items and budget changes requiring prior written approval from NATIONAL SCHOOL DISTRICT
 - B. 2 CFR Part 200 including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
 - C. Pursuant to Section 653 of the Head Start Act, NSD shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT “G”, with respect to its Head Start personnel allocated to this Agreement.
 - D. Alteration or Renovation of Facilities. Alteration and/or renovation of facilities is allowable under this Agreement if such alteration and/or renovation have received the prior written approval of NHA in the annual budget. Approval for renovation of facilities leased by NATIONAL SCHOOL DISTRICT shall require NATIONAL SCHOOL DISTRICT to share the relevant terms and conditions governing NATIONAL SCHOOL DISTRICT’s use of such facilities, including but not limited to the length of lease term, permitted uses and any restrictions prohibiting specific types of alterations or renovations. If such approval was not granted in the annual budget and cost exceeds \$5,000.00, NATIONAL SCHOOL DISTRICT shall obtain the prior written approval of NHA (see EXHIBIT “F” for guidance related to common budget items and budget changes requiring prior written approval.
- 6.3 Payment Demands.** NATIONAL SCHOOL DISTRICT shall submit written demands. Said demands shall be made on Claim for Reimbursement for Services furnished and in the manner

and form prescribed by NHA. NATIONAL SCHOOL DISTRICT shall submit said requests for payment no later than 30 days from the end of the month in which the Agreement services upon which such request is based were actually rendered. Upon receipt of the invoice, NHA shall deliver payment, no later than 30 days after this Order is approved by the Board of Education, to:

National School District
c/o Chris Carson, Assistant Superintendent of Business Services
1500 "N" Avenue
National City, CA 91950

- 6.4 Right to Withhold.** NHA has the right to withhold payment to NATIONAL SCHOOL DISTRICT when, in the opinion of NHA expressed in writing to NATIONAL SCHOOL DISTRICT within seven (7) calendar days, (a) NATIONAL SCHOOL DISTRICT's performance, in whole or in part, either has not been carried out or is insufficiently documented (b) NATIONAL SCHOOL DISTRICT has failed to sufficiently itemize or document its request(s) for payment as outlined in the Service Plan.
- 6.5 Cost Report and Settlement.** No later than sixty (60) days following the termination of this Agreement, NATIONAL SCHOOL DISTRICT shall submit to NHA a cost report in the form required by NHA, showing the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement. If said cost report shows that the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement exceed the payments made by NHA, subject nevertheless to the payment limit of this Agreement NHA will remit any such excess amount to NATIONAL SCHOOL DISTRICT, provided that the payments made, together with any such excess amount, may not exceed the Agreement payment limit. If said cost report shows that the payments made by NHA exceed the allowable costs that have actually been incurred by NATIONAL SCHOOL DISTRICT under this Agreement, NATIONAL SCHOOL DISTRICT shall remit any such excess amount to NHA
- 6.6 Claim Funds.** Approved claims shall be paid only from funds granted to NHA by ACF pursuant to the Head Start program, and NATIONAL SCHOOL DISTRICT hereby waives any claim it may have against any other funds of NHA. This Agreement is valid and enforceable only if sufficient funds are made available to NHA by ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by NATIONAL SCHOOL DISTRICT made prior to the commencement date of the term of NHA'S agreement with the ACF will not be accepted by NHA for reimbursement unless approved in writing by NHA
- 6.7 Unit of Services.** For the purposes of payment, one unit of service is defined as one month of part day, center based Federal Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from Reasonable and Allowable Costs as defined in Section 6.2 above.
- 6.8 Separate Accounting.** NATIONAL SCHOOL DISTRICT shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of NATIONAL SCHOOL DISTRICT. All Head Start funds must be deposited in a FDIC bank account. NHA shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.
- 6.9 Notice of Federal Interest.** In the event NATIONAL SCHOOL DISTRICT uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, NATIONAL SCHOOL DISTRICT agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. NATIONAL SCHOOL DISTRICT further agrees to:

- A. Provide NHA’s Project Manager, referenced in Section 8.0 below, with notice of any default by NATIONAL SCHOOL DISTRICT under the Lease, on the date of the discovery of such default;
- B. Provide NHA’s Project Manager, referenced in Section 8.0 below, with notice of that the Lessor has notified NATIONAL SCHOOL DISTRICT of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that NATIONAL SCHOOL DISTRICT receives such notice from the Lessor; and
- C. Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests (“Federal Interest”) in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 75, 1303 Subpart E, as amended, and relevant decisions of the United States courts.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 75, and 1303 Subpart E, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.

The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

6.10 Debarment, Suspension, Termination and/or Revocation. NSD hereby certifies to the best of its knowledge that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- B. Has, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this section 35; and,
- D. Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.
- E. If unable to certify to the best of its knowledge the statements set forth above, NSD

and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.

F. NSD further agrees to request this certification from any subcontractors that perform services under this Agreement.

6.11 Final Report and Settlement. NSD shall adhere to NHA's "Year End Closing Schedule", attached hereto as EXHIBIT "H", and made a part hereof. If said report shows that the payments made by NHA exceed the allowable costs that have actually been incurred by NSD under this Agreement, NSD agrees to remit any such excess amount to NHA within thirty (30) days.

7.0 Indemnification. To the extent permitted by law NATIONAL SCHOOL DISTRICT shall indemnify, hold harmless and defend NHA and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against NATIONAL SCHOOL DISTRICT and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance, associated with NATIONAL SCHOOL DISTRICT's operation of its Head Start program, including the Sites and any transactions arising out of or related to this Agreement. Such indemnification by NATIONAL SCHOOL DISTRICT shall apply unless such damage or injury results from the negligence or willful misconduct of NHA its officers, directors, agents or employees.

7.1 Insurance. NATIONAL SCHOOL DISTRICT shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, in addition to the insurance NATIONAL SCHOOL DISTRICT deems proper to operate its own business, the insurance set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California, subject to NHA's approval. Prior to commencement of this Agreement, NATIONAL SCHOOL DISTRICT may self-insure and shall provide NHA original insurance policy documentation, including certificates evidencing the required coverage.

7.2 Liability Insurance. NATIONAL SCHOOL DISTRICT shall provide comprehensive liability insurance with minimum combined single limit coverage of \$2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Deductible shall be subject to approval by NHA. NATIONAL SCHOOL DISTRICT shall name NHA and its officers and employees as additional insureds on an endorsement as to all service performed by NATIONAL SCHOOL DISTRICT under this agreement. Said policies shall constitute primary insurance as to NHA, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the NATIONAL SCHOOL DISTRICT's insurance policy or policies.

7.3 Workers' Compensation. NATIONAL SCHOOL DISTRICT shall provide workers' compensation insurance coverage for its employees.

7.4 Certificate of Insurance. NATIONAL SCHOOL DISTRICT shall provide NHA with (a) certificate(s) of insurance and endorsement(s) evidencing liability, and worker's compensation insurances as a pre-requisite to signing this Agreement. If the NATIONAL SCHOOL DISTRICT should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the NATIONAL SCHOOL DISTRICT shall provide (a) current certificate(s) of insurance.

The insurance policies provided by the NATIONAL SCHOOL DISTRICT shall include a

provision for thirty (30) days written notice to NHA before cancellation or material changes of the above specific coverage.

7.5 Employee Dishonesty Bond. NATIONAL SCHOOL DISTRICT shall provide an Employee Dishonesty Bond with a minimum limit of \$50,000.

8.0 Project Managers. The Parties' respective designated representatives shall be the day-to-day contact persons during the performance of services provided under this Agreement. NATIONAL SCHOOL DISTRICT's Project Manager shall be its **Director, Early Childhood Education**, 1500 "N" Avenue, National City, CA 91950. NHA's Project Manager shall be its **Associate Vice President, Lily Cosico-Berge**. All submittals required of NATIONAL SCHOOL DISTRICT shall be delivered to NHA's Project Manager. NHA's Project Manager may not: (a) award, renew, terminate or cancel this Agreement; (b) agree to, or sign any modifications to this Agreement; (c) obligate NHA for work or services outside the scope of this Agreement; or (d) negotiate changes in price or cost of Services provided by NHA.

9.0 Termination. This Agreement shall automatically expire on June 30, 2019, unless terminated earlier as provided below.

9.1 Written Notice. This Agreement may be terminated by either Party, at their sole discretion, upon written notice upon 90-day prior written notification, thereof other, and may be canceled immediately by written mutual consent. NHA retains the right to terminate this Agreement immediately upon NATIONAL SCHOOL DISTRICT's failure to safeguard the health and safety of children, parents and staff; to safeguard Federal assets; knowingly violates laws or regulations of the Head Start program; or in any other way jeopardizes the welfare of the Head Start program.

9.2 Failure to Perform. NHA, upon written notice to NATIONAL SCHOOL DISTRICT, may immediately terminate this Agreement should the NATIONAL SCHOOL DISTRICT fail to perform properly any of its obligations hereunder. The cost to NHA of completing NATIONAL SCHOOL DISTRICT's performance shall be deducted from any sum due the NATIONAL SCHOOL DISTRICT under this Agreement, without prejudice to NHA's rights otherwise to recover its damages.

9.3. Cessation of Funding. Notwithstanding the above, in the event that Federal, State, or other non-NHA funding for this Agreement ceases, NHA will notify NATIONAL SCHOOL DISTRICT of the date of the termination of this Agreement.

9.4 Rights and Obligations of the Parties Upon Termination. On the effective date of termination of this Agreement, NATIONAL SCHOOL DISTRICT shall surrender possession of any property or premises belonging to NHA that is in NATIONAL SCHOOL DISTRICT's possession or control. NATIONAL SCHOOL DISTRICT shall, at its sole expense, move out and remove all of its property from any NHA premises. Any property remaining on any NHA premises for more than ten (10) business days following the effective termination date will be deemed abandoned and NHA may dispose of it by any means it deems reasonable. In addition, if NATIONAL SCHOOL DISTRICT ceases to operate the program under this Agreement, NATIONAL SCHOOL DISTRICT agrees to return to NHA within thirty (30) days after the termination of this Agreement all equipment and supplies purchased with Federal Head Start funds and all records pertaining to this program, including, but not limited to the following documents: enrollment/registration forms, health histories, family needs assessments, Individual Education Plans (IEP's), developmental histories, child observations, and assessments.

10. GENERAL PROVISIONS

10.1 Independent Contractor Status; No Agency Relationship. NHA and NATIONAL SCHOOL DISTRICT are and shall remain independent entities. Neither NATIONAL SCHOOL DISTRICT nor its agents or employees shall act as officers, agents, or employees of NHA. NATIONAL SCHOOL DISTRICT has no authority to assume or create any commitment or obligation on behalf of NHA or, to bind NHA in any manner. The Parties intend that NHA, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Accordingly, NSD shall be solely responsible for (i) all of its hiring/firing decisions; (ii) supervising its workers and working conditions; (iii) all taxes and applicable withholdings; (iv) wages and hours; and (v) other similar statutory obligations with respect to amounts paid by NHA to NSD. Nothing contained herein shall be construed to prohibit NATIONAL SCHOOL DISTRICT from contracting with any other person, firm or entity to perform services similar to or the same as those referenced in this Agreement. Further, nothing contained herein shall be construed to prohibit or restrict NATIONAL SCHOOL DISTRICT from obtaining services from other parties that may be required in the operation of its own business.

10.2 Force Majeure. The obligation of any Party to perform any acts herein shall be suspended during the period such performance is prevented by acts of God; war; riot; invasion; fire; accident; strike or walkout; government interference, regulation, appropriation, or rationing; or by inability to secure goods because of the foregoing conditions. The obligation to perform shall resume immediately upon cessation of the force majeure condition(s).

10.3 Notices. Any notice required by this Agreement must be in writing and shall be deemed to have been sufficiently communicated when (1) personally delivered or (2) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

to NHA addressed:
President & CEO
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

with copies to:
Legal Department
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

Associate VP, Dr. Lily Cosico-Berge
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

or to NSD addressed:
Early Childhood Education Programs
1500 "N" Avenue
National City, CA 91950

with copy to:
National School District
Leighangela Brady, Ed.D.
1500 "N" Avenue
National City, CA 91950

10.4 Confidential Information. All information furnished or disclosed to NATIONAL SCHOOL DISTRICT by NHA in connection with this Agreement which is identified as confidential is received in confidence, shall remain the property of NHA and shall not be disclosed to any third-party without NHA's prior written consent. NATIONAL SCHOOL DISTRICT shall not use any such information for any purpose other than to perform this Agreement.

10.5 Compliance with Law. NATIONAL SCHOOL DISTRICT shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, nondiscrimination, licensing, employment and purchasing practices, and wages, hours and conditions of employment, which include but are not limited to (i) Head Start salary cap and compensation regulations found at 42 USC 9848, Section

653; (ii) OMB cost allocation rules applicable to NHA as a Head Start non-profit Agency; and (iii) acknowledgement that any funds provided by NHA to NSD are to be treated and accounted for as federal funds pursuant to a federal Head Start grant award..

10.6 Inspection. NATIONAL SCHOOL DISTRICT's performance, place of business and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of NHA, the State of California, and the United States Government.

10.8 Reporting Requirements. Pursuant to Government Code Section 7550, NATIONAL SCHOOL DISTRICT shall include in all documents or written reports completed and submitted to NHA in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all Agreements and sub Agreements relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Agreement exceeds \$5,000.

10.7 Records. NATIONAL SCHOOL DISTRICT shall keep and make available for inspection and copying by authorized representatives of the NHA, the State of California, and the United States Government, the NATIONAL SCHOOL DISTRICT's regular business records and such additional records pertaining to this Agreement as may be required by NHA.

A. Retention of Records. The NATIONAL SCHOOL DISTRICT shall retain all documents pertaining to this Agreement for five years from the date of submission of NATIONAL SCHOOL DISTRICT's final payment demand of final Cost Report; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, NATIONAL SCHOOL DISTRICT shall make these records available to authorized representatives of NHA, the State of California, and the United States Government.

B. Access to Books and Records of NATIONAL SCHOOL DISTRICT and Subcontractors. Pursuant to Section 1861(v)(l) of the Social Security Act, and any regulations promulgated thereunder, NATIONAL SCHOOL DISTRICT shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Agreement, make available to the Secretary of Health and Human Services or to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records of NATIONAL SCHOOL DISTRICT that are necessary to certify the nature and extent of all costs and charges here under.

Further, if NATIONAL SCHOOL DISTRICT carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of the four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, to NHA, to the Secretary or to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor that are necessary to verify the nature and extent of all costs and charges thereunder.

This requirement is in addition to any and all other terms regarding the maintenance or retention of records under this Agreement and is binding on the heirs, successors, assigns and representatives of NATIONAL SCHOOL DISTRICT.

C. Additional Funding. Within ten (10) days following the full execution of this

Agreement, NATIONAL SCHOOL DISTRICT shall furnish a writing certifying each of its present funding sources and amounts. NATIONAL SCHOOL DISTRICT shall notify NHA, in writing, within ten (10) days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, the NHA may reduce payment to NATIONAL SCHOOL DISTRICT hereunder upon redetermination of the appropriateness of the reimbursement of costs under this Agreement.

10.9 Required Audit. If NATIONAL SCHOOL DISTRICT is funded by \$750,000 or more in federal grant funds in any fiscal year from any source, NATIONAL SCHOOL DISTRICT shall provide to NHA, on or before March 1st of each year, a copy of the yearly audit, which conforms to the requirements, set forth in 2 CFR Part 200. NATIONAL SCHOOL DISTRICT will report any audit findings immediately to NHA (Fiscal Department).

10.10 ERPA/HIPPA Confidentiality Certification. NATIONAL SCHOOL DISTRICT certifies the following:

- A. NATIONAL SCHOOL DISTRICT is familiar with the Family Educational Rights and Privacy Act.
- B. NATIONAL SCHOOL DISTRICT is familiar with Health Insurance Portability and Accountability Act.
- C. NATIONAL SCHOOL DISTRICT is solely responsible for complying with the above laws.
- D. NATIONAL SCHOOL DISTRICT is solely responsible for ensuring that all NATIONAL SCHOOL DISTRICT employees and subcontractors comply with the above laws.

10.11 Fingerprint/TB Clearance Annual Certification/Immunizations. The Parties certify during the term of this Agreement that:

- A. NATIONAL SCHOOL DISTRICT shall be responsible for ensuring that its employees, volunteers, contractors and/or agents working with any minor pursuant to this Agreement have been fingerprinted at a fingerprint clearance facility recognized by the State of California, in a manner consistent with California Education Code requirements regarding fingerprint (Ed. Code §45122.1 et seq.) and tuberculosis (Ed. Code §49406 et seq.)
- B. Neither NATIONAL SCHOOL DISTRICT/NHA nor any of its employees have been convicted of a felony as defined in the Education Code Section 45122.1.
- C. Neither NATIONAL SCHOOL DISTRICT/NHA nor any of its employees have active tuberculosis.
- D. NHA employees at the Sites have received fingerprint clearance in accordance with State Licensing Regulations.
- E. The Parties shall comply with California Health and Safety Code 1596.7995 requiring immunizations against influenza, pertussis, and measles, for employees and volunteers working at day care centers.

10.12 Binding on Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns, subject to the limitations on assignment and subcontracting set forth herein.

- 10.13 Assignment and Subcontracting.** NATIONAL SCHOOL DISTRICT shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of NHA; and any purported assignment by NATIONAL SCHOOL DISTRICT, without prior written consent, shall be null and void and constitute a material breach.
- 10.14 Modifications and Amendments.** No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of each Party by a duly authorized representative.
- 10.15 Headings.** All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Agreement.
- 10.16 Applicable Law.** This Agreement is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law.
- 10.17 Attorney Fees.** If legal action, including arbitration or action for declaratory relief, is brought by either Party to interpret or enforce any provisions of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and other costs incurred, the award of which may be determined in the same action or a separate action brought for that purpose.
- 10.18 Additional Assurances.** Attached hereto as **EXHIBIT "I1"** and **EXHIBIT "I2"** (which are both incorporated herein by this reference) are additional Assurances governing this Agreement between NHA and NATIONAL SCHOOL DISTRICT for Head Start Services rendered to NHA. The Parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, each provision and clause required by law to be inserted in this Agreement shall be deemed to have been so inserted and this Agreement shall be read and enforced as though each such provision were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Agreement shall be amended.
- 10.19 Entire Agreement.** This Agreement represents the sole and entire agreement between NHA and NATIONAL SCHOOL DISTRICT, and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto, relating to the subject matter of this Agreement.
- 10.20 Partial Invalidity.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.21 No Waiver of Breach or Default.** NHA's failure to strictly and/or promptly enforce any of its rights, including but not limited to declaring a default, requiring cure of default, and/or terminating this Agreement, shall not operate as a waiver of the default or breach of NHA's rights, or to defeat or affect in any way the rights of either party, with respect to any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by either party, except an express written waiver. All rights and remedies of either Party with respect to default and breach shall be cumulative and not alternative. Each Party expressly reserves the right to enforce any and all rights it has herein at any such time as the Party, in its sole discretion, deems appropriate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their names and on

their behalf by the duly authorized representatives, effective the date first above written.

National School District

The Neighborhood House Association

By _____

Leighangela Brady, Ed.D.

Its: Superintendent

Date:

By _____

Rudolph A. Johnson, III

Its: President and CEO

Date:

Approved as to form and legality:

Dwight D. Smith
General Manager/General Counsel
The Neighborhood House Association

Agenda Item: **14.E. Amend consultant contract #CT3568 with SWING Education to provide substitutes for certificated staff professional development for the 2019-2020 fiscal year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Swing Education contracts with school districts to fill absences by providing substitutes.

The original contract with SWING Education was approved on January 23, 2019 and renewed at the July 10, 2019 Board meeting. The Governing Board approved contract #CT3568 with SWING Education to provide substitutes for certificated staff for costs not to exceed \$170,000.00 (rate of \$178.75 per substitute). The contract amount was based on an estimated number of teachers attending each of the trainings for the year.

Due to the increase of the number of teachers actually attending the trainings for the year, this contract needs to be amended for costs not to exceed \$250,000.

Approval of this agenda item will allow the District to continue to use #CT3568 for substitute services for the remainder of professional development for the 2019-2020 fiscal year.

Comments: Contracting with SWING Education will allow us to complete this year's professional development for our certificated staff. Their services address the sub shortage on Professional Development days and on high need days. Swing Education complements and augments the already existing in-house substitute pool.

Recommended Motion: Amend consultant contract #CT3568 with SWING Education to provide substitutes for certificated staff professional development for the 2019-2020 fiscal year.

Financial Impact: Contract cost: Not to exceed \$250,000
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3568



CALIFORNIA - PAYMENT PLAN - NET 30
Swing Education Services Agreement

This Swing Education Services Agreement (this "Agreement") is entered into on 01/23/2019 (the "Effective Date") by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page attached hereto ("School" or "you").

Please read this Agreement carefully before using any of the Services provided by Swing Education, including those made available to you at or through www.swingeducation.com (the "Website"), offered by Swing Education. This Agreement governs your use of the Swing Education Website and all related mobile and web services, including those from third parties that are incorporated or used in conjunction with the Swing Education website and service (collectively, the "Services").

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

- (a) **Access to the Services**, which allows authorized users to post requests for substitute teachers and other additional temporary resources (individually a "SwingSub," and collectively, the "SwingSubs") on the Swing Education Website; Track and manage request status; and view additional information about SwingSubs (i.e., a SwingSub profile).
- (b) **Access to Pool of Substitute Teachers and Other Temporary Resources** (the "SwingSub Pool").
- (c) **Access to Our Verification Services**, which includes (i) confirmation of a negative test for Tuberculosis (TB) Test; (ii) whether the SwingSub has obtained a teaching credential or qualifying substitute teaching permit; and (iii) the results of a standard Live Scan Fingerprint Background Check that conforms to California law (collectively, the "Verification Services").
 - i. **Teaching Credential or Substitute Teaching Permit.** Swing Education consults publicly accessible online records (e.g., through www.ctc.ca.gov) to confirm whether a sub holds a qualifying permit or credential. Swing Education tracks the expiration dates of the SwingSub's permit or credential. If a permit or credential expires at any time while the SwingSub is a registered member of the Service, Swing Education will label the SwingSub as "non-credentialed" and the SwingSub will not be able to access any School Requests requiring a substitute teaching permit or teaching credential through the Service.
 - ii. **Live Scan Fingerprint Background Check.** Swing Education reviews the results of the individual's completed Live Scan check issued by the State of California Department of Justice (CADOJ). Swing Education will also monitor any Live Scan check updates concerning the SwingSub that Swing Education receives from the CADOJ while the SwingSub is a registered member of the Service. SwingSubs are not able to use the Services or register on the Website unless they have successfully passed the background check.

Note: The SwingSub pool includes Subs that do not currently hold a permit or credential. School may use the platform to explicitly request substitute teachers that do not hold a substitute teaching permit or full-time teaching credential. School is responsible for ensuring accuracy of requests that do not require a substitute with a permit or credential.



- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and substitute teachers. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or Subs. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and Subs, except to provide a platform for Schools to post requests to fill substitute teacher openings and for Subs to review and accept those requests, and to facilitate and collect payments from Schools to Subs for those openings filled through the use of the Services.
- (e) **Relationship with SwingSubs.** The SwingSubs are not employees, agents, or associates of Swing Education in any way and we do not exercise any control over their actions or schedules.

2. Acceptance of the Terms of Service and Appendix Terms. In order to use the Website, Swing Education requires users to agree to the Master Terms of Service and Privacy Policy available at www.swingeducation.com/s/Master-Terms-of-Service.pdf (the "Website Terms"). By signing this Agreement, you also agree to the Standard Terms contained in Appendix A below.

3. Payments. Payment for the services of a SwingSub will be made to Swing Education according to the following:

- (a) **Daily Pay Rates.** All pay rates will be set by the School in its discretion (the "Daily Pay Rates"). Swing Education does not set daily pay rates. Any request over 4 hours is assigned the full-day pay rate and anything 4 hours or less is assigned the half-day pay rate.
- (b) **Service Fee.** Swing charges a 25% fee ("Service Fee"), based on the Daily Pay Rates, for a successful fill.
- (c) **Amount Due Per Request.** The amount due ("Amount Due") for a request will be the Daily Pay Rate plus the Service Fee, multiplied by the number of days that the SwingSub was engaged by the School.
- (d) **Cancellations.** Requests that are filled by a SwingSub, and canceled within 24 hours of the start time of the request (and not related to performance reasons) will be invoiced for the Daily Pay Rate plus Service Fee. Current cancel policy options and terms are highlighted in the Terms of Service.
- (e) **Invoicing.** Upon execution of this contract, Swing Education will bill the School the amount of: \$28,600 (Top-Up Amount).

This Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as services are rendered based on the Amount Due. Once the School's Account Balance drops below \$7150, Swing will invoice the Top-Up Amount again.

Swing Education will maintain ongoing records of the School's Top Ups, Draw Downs, and Account Balance. These records will be provided to the school at least quarterly. Swing Education reserves the right to discontinue service if the School's Account Balance drops below an acceptable threshold. Any Account Balance will be refunded to the School upon written request without interest (unless required by local law). All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay SwingSub(s) for work completed at the School in advance of the Amount Due being collected from the School.



School shall pay all invoices within thirty (30) days of Swing Education's invoice date.

- (f) **Late Payments.** Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. Swing Education reserves the right to suspend or terminate School's use of the services until any outstanding balance is paid.

4. Recruitment. If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the sub, and anticipated loss of revenue.

5. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SWING EDUCATION EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF USERS ON OR OFF THE SWING EDUCATION SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY SWINGSUB. FURTHERMORE, BEYOND THE VERIFICATION SERVICES WE PROVIDE, SWING EDUCATION MAKES NO WARRANTY, REPRESENTATION OR CONDITION AS TO THE EFFECTIVENESS, COMPETENCE, SKILL, OR BEHAVIOR OF THE SWINGSUBS. YOU HEREBY EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF THE SWINGSUBS WHILE THEY ARE ENGAGED BY YOU, ON YOUR PREMISES, AND/OR PERFORMING THE DUTIES FOR WHICH YOU ENGAGE WITH THEM.

6. Limitation of Liability. Swing Education takes its verification responsibilities seriously, including verifying that subs undergo the Live Scan background check and that Swing Education reviews the information provided by the Live Scan check. However, our verification responsibilities are limited to the services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from the DOJ or FBI.

EACH PARTY SHALL DEFEND INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, INCLUDING AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES, AND ALL ASSOCIATED LOSSES, TO THE EXTENT ARISING OUT OF (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (B) A MATERIAL BREACH BY A PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS UNDER THIS AGREEMENT.

EXCEPT AS REQUIRED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR MORE THAN THE AMOUNT RECEIVED BY SWING EDUCATION AS A RESULT OF YOUR USE OF THE SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE DATE YOU FIRST ASSERT A CLAIM.

[Signature Page Follows]



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

SWING EDUCATION, INC.

Michael Teng
CEO

Date: _____

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

SCHOOL:

Name:

Title:

Date: 01/23/2019_____

Address:

Name:

Title:

Date: _____

Address:



Appendix A: Standard Terms

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

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

2. Confidentiality. Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of Schools' confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

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

- (a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education should be sent to: Swing Education, Inc., 181 Centre St., #5, Mountain View, CA 94041. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by



any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.
- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation



should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

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

10. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party.



- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (e) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (f) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (g) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (h) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Agenda Item: **14.F. Approve contract #CT3716 with Miriam Nenninger Enterprises to provide parent workshops for National School District families.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of #CT3716 will allow National School District to offer four-two hour parent workshops in April of 2020. The workshops will be in Spanish and topics will include:

- From what emotion does your child live? And... From what emotion do you raise them?
- From Toxic Parents to Healthy Parents
- Tyrant children, Weak parents
- Child, I remind you of your greatness... School Success

Workshops will serve up to 40 participants and be first come first served. The workshops will be at the National School District Office on the following dates:
 April 8, 2020
 April 15, 2020
 April 22, 2020
 April 29, 2020

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

Recommended Motion: Approve contract #CT3716 with Miriam Nenninger Enterprises to provide parent workshops for National School District families.

Financial Impact: Contract cost: \$2,000
 Additional staffing costs: Not to exceed \$300 for childcare
 Other costs: Not to exceed \$200 for refreshments
 Annual cost
 General Fund

Attachments:
 CT3716

[_____]
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

Contractor	Taxpayer ID Number	Mailing Address
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_____, 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:

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: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Conduct public hearing pursuant to Government Code 3547 regarding the proposal from National City Elementary Teachers Association to open negotiations with National School District for the 2020-2021 school year.**

Speaker: Leticia Hernandez, Assistant Superintendent Human Resources

Quick Summary / Abstract: Section 3547 of the Educational Employment Relations Act (EERA) requires public school districts in California to give public notice of all bargaining proposals to make these available for public scrutiny. This process, as referred to as "sunshining," gives the public the opportunity to express their views to the Board meeting prior to the Board's adoption of any formal proposal submitted during the negotiation process with recognized employee organizations.

Comments: Conduct public hearing pursuant to Government Code 3547 regarding the proposal from National City Elementary Teachers Association (NCETA) to open negotiations with National School District for the 2020-2021 school year.

NCETA Proposal:

NCETA is committed to providing our students the best education possible. We recognize that having highly qualified and experienced teachers is the most critical factor to ensure student success. It is imperative that we attract, recruit and retain exceptional educators. Therefore, we are opening the following articles, per our agreement outlined in Article 5.1.

Article 14 – Health and Welfare Benefits

The Association seeks language to strengthen Article 14, Health and Welfare Benefits, to address the rising costs of healthcare, and member needs.

Article 15 – Salaries

The Association seeks language to strengthen Article 15, Salaries, in order to recruit and retain the best educators in the county and remain competitive with neighboring districts.

Proposal attached is from NCETA.

Attachments:

NCETA Sunshine Articles 14 and 15

NCETA is committed to providing our students the best education possible. We recognize that having highly qualified and experienced teachers is the most critical factor to ensure student success. It is imperative that we attract, recruit and retain exceptional educators. Therefore, we are opening the following articles, per our agreement **outlined in Article 5.1.**

Article 14 – Health and Welfare Benefits

The Association seeks language to strengthen Article 14, Health and Welfare Benefits, to address the rising costs of healthcare, and member needs.

Article 15 – Salaries

The Association seeks language to strengthen Article 15, Salaries, in order to recruit and retain the best educators in the county and remain competitive with neighboring districts.

Agenda Item: **15.B. Approve contract #CT3718 with Kathleen Filzenger for administrative support in the Student Support Services Department through the 2019-2020 school year.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Due to extenuating student and staff needs, the Student Support Services Department is in need of additional short-term administrative support. Approval of this contract will allow for Kathleen Filzenger, retired National School District Administrator, to address existing needs.

Comments: Support will be provided for approximately 1-3 times per week through the end of the 2020 school year.

Recommended Motion: Approve contract #CT3718 with Kathleen Filzenger for administrative support in the Student Support Services Department through the 2019-2020 school year.

Financial Impact: Contract cost: Not to exceed \$20,000
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3718

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

Contract No. 3718

Employee/Contractor Agreement National School District

This agreement is hereby entered into this 12 day of March, 2020, by and between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District," and

Kathleen Filzenger

Contractor _____ Taxpayer ID Number _____ Mailing Address _____

_____, hereinafter referred to as "Contractor."

City _____ State _____ Zip Code _____

1. Services to be provided by Contractor. Support for Student Services Department Educational Services at National School District.

Location

2. Term. Contractor shall provide services under this Agreement on March 12, 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 Twenty Thousand Dollars (\$20,000.00). District shall pay Contractor through payroll the month following rendered 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:

N/A

- 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. Fingerprinting Requirements. Contractor agrees to work with the Human Resources department prior to employment on complying with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all contractor'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 these employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
- 9. 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.
- 10. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
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- 11. Contractor agrees to complete all personnel documents prior to payment including, I-9, W-4, DE4, 3121 Beneficiary Designation, etc.

NATIONAL SCHOOL DISTRICT

EMPLOYEE/CONTRACTOR

 Signature of Authorized Agent
 Christopher Carson

 Typed or Printed Name
 Assistant Superintendent Business Serv

 Title

 Signature of Authorized Agent
 Kathleen Filzenger

 Typed Name

 Social Security #

Board Approval Date: _____

 (Area Code) Telephone Number

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Discussion of interest in Solar Energy Power.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: At the February 26, 2020, Governing Board Meeting, the Governing Board approved Resolution #19-20.18, Resolution to Commit to Sustainable and Health Related Best Practices. The Governing Board recognizes and will strive to follow best practices that result in a healthier school climate, enhanced educational programs, and conservation of our natural resources. In addition, rising energy costs impact the budget.

Going with the theme of conservation of our natural resources, this discussion is to determine if the Governing Board is interested in the District staff exploring solar projects which could have potential long-term sustainability cost savings to the District.

Agenda Item: **16.B. Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2020 (see Exhibit B).**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: The Report is designed to inform the Governing Board, public and other interested parties about the financial condition of the District. The information is used to process budget revisions necessary to reflect current and projected conditions and to provide a certification of the District's ability to meet its financial obligations. Itemized revisions reflect General Fund revenue and expenditure adjustments since the December 11, 2019 First Interim Report and Budget Revisions.

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

(See Exhibit B)

FUND BALANCE RESERVES

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

NEGOTIATIONS

Settled with the Classified School Employees Association (CSEA).

Settled with the National City Elementary Teachers Association (NCETA).

CASH POSITION

The cash flow analysis indicates positive cash balances projected through June 2019.

MULTIYEAR PROJECTIONS FOR 2018-19, 2019-20, and 2020-21

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

Recommended Motion: Approve the Positive Certification and Budget Revisions for the Second Period Interim Financial Report as of January 31, 2020.

Attachments:
Exhibit B

Agenda Item: **16.C. Adopt Resolution #19-20.21 to reduce expenditures in 2020-2021 and 2021-2022.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: The Governing Board has a fiduciary duty to meet its financial obligations in the current fiscal year and two subsequent fiscal years pursuant to Education Code 42127. Therefore, the District will continue to implement expenditure reductions.

Comments: State funding continues to be insufficient for districts to meet financial obligations. Therefore, reductions in expenditures are necessary to maintain the fiscal stability of the District.

Recommended Motion: Adopt Resolution #19-20.21 to reduce expenditures in 2020-2021 and 2021-2022.

Attachments:
Resolution #19-20.21

Agenda Item: **16.D. Authorize the Superintendent or designee to advertise for work to be done for facility projects scheduled during June 2020, and continuing into the 2020-2021 school year.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Over the course of any given school year, several facility improvements needs throughout the District must be completed. The National School District adheres to the California Construction Cost Accounting Commission's (CUCCAC) for public works bids. In the current year, this requires bids if the work is over \$60,000. However, National School District Governing Board Administrative Regulation (AR) 3311.1 Business and Non Instructional Operations, requires the District to put out a bid if the project will exceed \$45,000.

Below is a list of the projects tentatively scheduled to be completed over the 2020-2021 school year which may require public bidding:

1. Painting
2. Asphalt
3. Roofing
4. Flooring
5. Plumbing

Comments: Each bid announcement placed in the San Diego Union Tribune will run two times. The rates vary based on the size of the bid announcement. A typical two-day run is \$1,515.00

Recommended Motion: Authorize the Superintendent or designee to advertise for work to be done for facility projects scheduled during June 2020, and continuing into the 2020-2021 school year.

Financial Impact: Advertising costs: \$7,575
 Additional staffing costs: \$0
 Other costs: \$0
 One time cost
 General Fund

Agenda Item: **16.E. Approve contract #CT3713 with Wilkinson, Hadley, King & Company, LLP for the 2019-2020, 2020-2021, and 2021-2022 school years to perform the Annual Financial Audit, Proposition 39 Bond Audit, and Performance Audit.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: An Annual Financial Audit, a Proposition 39 General Obligation Bond Financial Audit, and Performance Audit are required to be performed annually by the National School District. The audits provide the Governing Board, community, and investors assurances that the funds of the District are accounted for in accordance with Generally Accepted Accounting Principles (GAAP), and that the funds are spent as intended according to the funding source and the bond language.

Comments: California Education Code Section 41020 requires school districts to contract for audit of their books and accounts by April 1 each fiscal year. This requirement is for the Annual Financial Audit.

Measures N and HH are Proposition 39 General Obligation Bonds. Proposition 39 General Obligation Bonds require a separate Financial Statement Audit of these funds, and a Performance Audit. The Performance Audit ensures that the expenditures of the funds are spent in an appropriate manner consistent with the bond language and project lists approved by the voters.

Recommended Motion: Approve contract #CT3713 with Wilkinson, Hadley, King & Company, LLP for the 2019-2020, 2020-2021, and 2021-2022 school years to perform the Annual Financial Audit, Proposition 39 Bond Audit, and Performance Audit.

Financial Impact: FY2019-2020 \$19,000
FY2020-2021 \$19,250
FY2021-2022 \$19,500
General Fund

Attachments:
CT3713

**CONTRACT FOR ANNUAL AUDIT
OF K-12 SCHOOL DISTRICTS
(Three Year Contract)**

NATIONAL SCHOOL DISTRICT

This contract entered into this 12th day of March, 2020 between National School District of San Diego County, California, hereinafter called the District and Wilkinson Hadley King & Co. LLP hereinafter called the Accountant, witnesses that the parties hereto do mutually agree as follows:

Article 1. EMPLOYMENT OF ACCOUNTANT: The District, pursuant to Chapter 3 (commencing with Section 14500), Part 9, Division 1, Title 1, and Article 2 (commencing with Section 41020), Chapter 1, Part 24, Division 3, Title 2 of the Education Code of the State of California, hereby employs the Accountant to perform the necessary professional services, including but not limited to, those hereinafter set forth in connection with an audit of all funds and of the books and accounts of the District.

Article 2. SCOPE OF AUDIT: The audit shall include all funds of the District including the student body and cafeteria funds and accounts, and any other funds under the control or jurisdiction of the District.

Article 3. AUDIT PERIOD: The audit shall cover the period of the 2019-20 through 2021-22 school years, to wit, the period commencing July 1, 2019, and ending June 30, 2022.

Article 4. VERIFICATION OF PRIOR YEAR'S FUNDS BALANCES: The audit shall include a verification of fund balances at the beginning of the audit period, provided there has been a responsible audit for the year prior to commencement of the audit period, from which such verification can be made; otherwise such verification may be excluded at the discretion of the District.

Article 5. AUDIT PROCEDURES: The audit shall be performed in accordance with general accounting office standards for financial and compliance audits, and shall include, to the extent applicable, the audit procedures recommended by the Education Audit Appeals Panel, as detailed in the most recent publication entitled *Guide for Audits of California K-12 Local Education Agencies and State Reporting* (Audit Guide). The Accountant shall provide the State Controller access to audit working papers to permit the Controller to complete a review upon request pursuant to Education Code Section 14504.

Article 6. FORM AND CONTENTS OF REPORT: The form and contents of the audit report shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State Controller under Section 41020 of the Education Code.

Article 7. EXTRA WORK AND SERVICES: In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Accountant shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify the Accountant in writing. No claims of the Accountant for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

Article 8. COMMENCEMENT OF WORK: Work by the Accountant under this contract shall commence March 1, 2020, or as soon thereafter as the District may deem practicable and feasible.

Article 9. COMPLETION AND DELIVERY OF REPORT: The audit report shall be completed and delivered to the District not later than December 15 annually. The Accountant will furnish the school district copies of the audit in sufficient number for distribution to each member of the governing board plus 10 copies for the District's chief administrative officer and shall mail one copy to each of the following: County Superintendent of Schools, State Department of Education, State Controller's office.

Article 10. THE ACCOUNTANT FEES: The District agrees to pay and the Accountant agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee in the sum of, not to exceed amounts notated below. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of making the audit proves to be less than is now estimated at the time of entering into this contract. The cost estimates, which include a reasonable profit and constitute the basis upon which the maximum fee has been determined.

	DISTRICT AUDIT	SINGLE AUDIT*	BOND AUDIT**	TOTAL ANNUAL COST
2019-20	\$12,750	\$1,750	\$4,500	\$19,000
2020-21	\$13,000	\$1,750	\$4,500	\$19,250
2021-22	\$13,250	\$1,750	\$4,500	\$19,500

* Single Audit required if federal expenditures exceed \$750,000 for the fiscal year

** Bond Audit applicable if bond funds have not been fully expended

Extra work and services duly ordered and approved as herein above provided and duly performed shall be computed and paid for at the rates below.

<u>Classification</u>	<u>Rate</u>
Senior Partner	\$ 175
Partner	\$ 150
Senior Manager	\$ 125
Manager	\$ 100
Senior Accountant	\$ 85
Staff Accountant	\$ 70
Clerical	\$ 45

Article 11. PAYMENT: Payment of ninety percent of the fee, including extra work and services, shall be made in progress payments as work is completed. The Accountant shall furnish the District on demand an itemized statement of the audit costs, if requested. The final ten percent of the value of work done under this contract shall be made after certification by the State Controller that the audit report conforms to the reporting provisions of the Audit Guide. Provision is hereby made to withhold fifty percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report by the same firm or individual failed to be certified as conforming to reporting requirements of the State Controller's Audit Guide.

Article 12. TERMINATION: The District hereby reserves the right to terminate this contract at any time. In the event of such termination, the Accountant shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Accountant hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Additionally, this contract shall become null and void if the audit firm or individual is declared ineligible to perform LEA audits pursuant to Education Code Section 41020.5.

Article 13. ASSOCIATES: The Accountant shall have the option, with the written consent of the District, to associate with them and at their expense accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this contract. Some audit work may be performed by non certified partners of the firm.

Article 14. SUCCESSORS AND ASSIGNS: All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns.

Except as provided above, the Accountant shall not sublet, assign, or transfer their interest in this contract without the written consent of the District.

Article 15. Workers' Compensation: We are aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and we will comply with such provisions before commencing the performance of the work of the contract.

Article 15. INSTRUCTIONS TO PROCEED: The Accountant is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

Wilkinson Hadley King & Co. LLP

National School District
of San Diego County, California

Accountant

By Aubrey W. Mann
Aubrey W. Mann, Partner

By _____

Dated: February 12, 2020

Approved by the Governing Board

On _____

Agenda Item: **16.F. Approve contract #CT3717 with Ninyo and Moore for Geotechnical Consulting Services for the Maintenance and Operations Department.**

Speaker: Leighangela Brady, Superintendent

Quick Summary / Abstract: Approval of this contract will allow the District to receive Geotechnical Services for the Maintenance Yard hillside.

Comments: The hillside between the maintenance yard and the purchasing warehouse has been slipping and setting due to rains. This contract will provide information to the District and the District's architect on how to resolve the slippage/settling issue on the hillside.

Recommended Motion: Approve contract #CT3717 with Ninyo and Moore for Geotechnical Consulting Services for the Maintenance and Operations Department.

Financial Impact: Contract cost: \$11,200
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund - Maintenance & Operations

Attachments:
CT3717



Geotechnical & Environmental Sciences Consultants

February 21, 2020
Proposal No. 02-02053

Mr. Chris Carson
National School District
1500 N Avenue
National City , California 91950

Subject: Proposal for Materials and Geotechnical Consulting Services
National School District Maintenance and Operations
Warehouse Mechanical Storage and Plan Storage Room
1400 N Avenue, National City, California

Dear Mr. Carson:

In accordance with the request of the project architect, we are pleased to submit this proposal to perform a materials and geotechnical consulting services relating to the subject buildings at the National School District Maintenance and Operations yard located at 1400 N Avenue in National City, California. Based on our February 13, 2020 site visit with the project architect, we understand that the Warehouse Mechanical Storage building is exhibiting cracking and separations of its concrete masonry unit (CMU) walls.

The Warehouse Mechanical Storage building is situated at the top of a descending slope that is approximately 10 to 15 feet high are located to the north and west of the building. The concern is that this building may have been affected by movement of the slope. Prior to evaluating the slope conditions, the purpose of our geotechnical and materials consulting services will be to provide information regarding the building's construction. Since there are no as-built information available for this building, StudioWC will need further information regarding the presence of rebar in the CMU walls and the size of foundations. This information will be used to evaluate if the existing Warehouse Mechanical Storage building is structurally suitable for repair and/or retrofit. In the event, this building is considered suitable for repair and/or retrofit, our offices will prepare another proposal to evaluate the slope conditions beneath the building.

Although the existing Plan Room Storage Building has not exhibited signs of cracking, due to its proximity to the same slope as the Warehouse Mechanical Storage building, StudioWC is requesting our proposal include scope to evaluate the foundation size for this structure as well.

PROPOSED SCOPE OF SERVICES

For this stage of the project, we propose performing our materials and geotechnical consulting services in two phases. The scope of services for the geotechnical evaluation would include:

Materials Reconnaissance Phase

- Performing a site reconnaissance of the buildings to observe the existing site conditions.
- Performing a ground penetrating radar (GPR) survey of the CMU walls in the Warehouse Mechanical Storage building to evaluate the wall reinforcement.
- Performing a floor elevation (manometer) survey to evaluate the relative elevation differential across the concrete slab-on-grade in the Warehouse Mechanical Storage building.
- Compiling and analyzing the data obtained from our site observations, GPR survey, and floor elevation survey.
- Preparing presenting our findings regarding the presence of locations of rebar in the CMU walls and the relative floor elevation of the concrete slab-on-grade for the Warehouse Mechanical Storage building.

Geotechnical Phase

The purpose of this geotechnical phase is to expose the existing foundations at the Warehouse Mechanical Storage and Plan Storage Room buildings to measure their depth and width.

- Performing a field reconnaissance to observe site conditions and to locate and mark proposed exploratory excavations. Contacting Underground Service Alert 48 hours prior to beginning field activities.
- Performing a subsurface exploration program that consists of manually excavating, logging, and sampling of two exploratory test pits to a depth of approximately 3 feet (or refusal). One test pit will be excavated adjacent to each of the buildings to expose and measure the footings. The test pits will be logged and sampled by a representative from our firm. Samples will be secured at selected intervals from each boring and will be transported to our in-house geotechnical laboratory for testing.
- Performing geotechnical laboratory testing of selected samples to evaluate expansion index.
- Preparing a letter presenting findings from our subsurface exploration program and laboratory test results including dimensions of foundations and expansion potential of subgrade soils.

ASSUMPTIONS

Our fee estimate is based upon the following assumptions:

- An evaluation of the slope conditions at the buildings is not included within this scope of services. If the buildings are deemed suitable for repair and/or retrofit, an additional proposal to perform a geotechnical evaluation of the slope will be provided.
- The project is subject to prevailing wage requirements under determination year 2019-1D. Upon awarding of the project, the client will provide in writing the DIR Project ID for the purposes of electronic certified payroll reporting (eCPR) and labor compliance.
- Site access will be granted and the proposed locations are accessible for the mark out, utility clearance, and excavation activities during normal workdays (Monday through Friday). If work is required in off peak hours (nights or weekends) additional fees will apply.

SCHEDULING

Ninyo & Moore is prepared to begin our services upon receipt of your authorization to proceed. Assuming no delays or site constraints, scheduling of the field work will take approximately one to two weeks after receipt of your authorization to proceed. The fieldwork for the materials reconnaissance phase can be completed in one day. The fieldwork for the geotechnical phase can also be completed in one day. The letters will be completed approximately two weeks after performance of the field work. Verbal progress reports can be provided during the course of our evaluation, if requested.

FEES

Our fees for the services described for the project will be invoiced on a lump sum basis.

Task	Fee
Materials Reconnaissance Phase	\$5,800
Geotechnical Phase	\$5,400
Total	\$11,200

These fees are based on the scope of services presented above and our understanding of the existing improvements. If services in addition to the above described scope of services are requested (e.g. meeting attendance, additional field exploration, additional testing and analyses), such services will be provided on a time-and-materials basis in addition to the lump sum fee presented above.

If this proposal meets with your approval, please send us your contract documents for execution. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE



Zachary Hasten, PG
Project Geologist



Jeffrey T. Kent, PE, GE
Principal Engineer

ZH/JTK/atf

Distribution: (1) Addressee (via e-mail)

Agenda Item: **17. BOARD WORKSHOP**

Agenda Item: **17.A. Review and discuss suggested revisions and updates to Board Bylaws, Board Policies and Administrative Regulations (see Exhibit C).**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: Due to the high quantity of policies to review, Board members requested a workshop to discuss suggestions in more detail. Policy updates discussed in this workshop (See Exhibit C) will be brought forward at a subsequent Board meeting as consideration for adoption.

Comments: Policies in this workshop will be focused specifically in the 0000, 1000, 2000, 3000, 4000, 7000 and 9000 sections of our National School District policies.

Current National School District policies can be found at <http://www.gamutonline.net/district/national/>

See Exhibit C for policies and suggested changes that will be discussed in the workshop.

Attachments:
Exhibit C

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item: **19. ADJOURNMENT**