



Governing Board Agenda

June 9, 2021

Welcome

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

Our Governance Team

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

Maria Betancourt-Castañeda, Board Clerk

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

Leighangela Brady, Secretary

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

Maria Dalla, Board President

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

Michelle Gates, Board Member

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

Rocina Lizarraga, Board Member

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

Alma Sarmiento, Board Member

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

This meeting may be recorded

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

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

Meeting Conduct

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

Administrative Center
Wednesday, June 9, 2021
1500 "N" Avenue National City, CA 91950
Closed Session – 4:00 p.m.
Open Session -- 6:00 p.m.

The public may view the meeting by accessing the following link:
<https://meet.google.com/rnp-kikh-udy>

To listen to the meeting, please call (US) +1 224-408-1258 PIN: 698 828 762#
(long distance charges may apply)

National School District employees can also use the live stream link to view the meeting:
<https://stream.meet.google.com/stream/f7f14112-19ba-486d-ad63-f823901be955>
(If you are having trouble with any of the above links, please try copying and pasting the links to the address bar in your browser.)

NOTICE

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

AGENDA

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

<https://forms.gle/PncUiheKPBWXAtu6A>

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Such matter(s) are limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

Ms. Maria Dalla,
Board President

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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 Case No. 2021060010

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

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

10. PUBLIC COMMUNICATIONS

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

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Ms. Maria Dalla,
Board President

11. AGENDA

11.A. Accept Agenda.

Ms. Maria Dalla,
Board President

12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

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

Ms. Maria Dalla,
Board President

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on May 12, 2021.

Dr. Leighangela
Brady, Superintendent

12.A.II. Approve the minutes of the Special Board Meeting held on May 17, 2021.	Dr. Leighangela Brady, Superintendent
12.A.III. Approve the minutes of the Regular Board Meeting held on May 26, 2021.	Dr. Leighangela Brady, Superintendent
12.B. Administration - None	Dr. Leighangela Brady, Superintendent
12.C. Human Resources	
12.C.I. Ratify/approve recommended actions in personnel activity list.	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
12.C.II. Accept the employee resignations/retirements.	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
12.D. Educational Services	
12.D.I. Authorize the Superintendent to submit the Consolidated Application for Funding Categorical Aid Programs 2021-2022.	Dr. 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.	Mr. Arik Avanesyans, Assistant Superintendent, Business Services
12.E.II. Approve renewal of annual maintenance agreements and service contracts for the 2021-2022 school year.	Mr. Arik Avanesyans, Assistant Superintendent, Business Services
13. POLICIES, REGULATIONS, BYLAWS	
13.A. First reading of Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (UCP).	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
14. GENERAL FUNCTIONS	
14.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.	Dr. Leighangela Brady, Superintendent
14.B. Approve the draft National School District (NSD) Governing Board meeting schedule for the 2021-2022 school year.	Dr. Leighangela Brady, Superintendent

14.C. Approve contract #CT3852 with Studio 1 Distinctive Portraiture to provide school photography services to National School District (NSD) schools for the 2021-2022 school year.

Dr. Leighangela Brady, Superintendent

15. EDUCATIONAL SERVICES

15.A. Conduct a public hearing for the three year 2021-2024 Local Control Accountability Plan. (Exhibit B)

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

15.B. Approve contract #CT3835 with Rupe Consulting Services, LLC for the District's E-Rate application activities for the 2021-2022 school year.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

15.C. Approve contract #CT3843 with the Regents of the University of California Irvine to provide TK-6 professional development and programming in math for the 2021-2022 school year.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

16. HUMAN RESOURCES

16.A. Conduct a public hearing for the Collective Bargaining Agreements with the California School Employees Association (CSEA) and its Chapter 206, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR Title V, Section 15449.

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

16.B. Approve the Tentative Agreement, Memorandum of Understanding (MOU) Addendum to Reopening Schools between California School Employees Association (CSEA) and its Chapter 206 and the Governing Board of National School District (NSD) for the 2020-2021 school year.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

16.C. Approve contract #CT3631 with Frontline Technologies to provide substitute placement services for National School District (NSD) for the 2021-2022 school year.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

17. BUSINESS SERVICES

17.A. Conduct a public hearing for the 2021-2022 Annual Budget. (Exhibit C)

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

17.B. Presentation by the Budget Reduction Task Force.

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

17.C. Consideration and approval of Ms. Anne Campbell, Ms. Lori Anne Peoples, Ms. Manuela Ramirez, and Mr. David Garcia Ozua to the Measure N and Measure HH Citizens' Bond Oversight Committee (CBOC).

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.D. Adopt Resolution #20-21.48 to establish an Associate Student Body (ASB) Special Revenue Fund.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.E. Approve contract #CT3633 with Blackboard to provide website template, hosting, and Americans with Disabilities Act compliance for the 2021-2022 school year.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.F. Approve contract #CT3845 with Cooperative Strategies for Developer Fee Justification Study Services.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.G. Approve contract #CT3848 with Nyhart Actuary & Employee Benefits to perform the Other Post-Employment Benefits Actuarial Valuation for the National School District (NSD).

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

17.H. Accept gifts.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

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

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

Agenda Item: **4. CLOSED SESSION - 4:00 p.m.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
One Case
OAH Case No. 2021060010

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

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

Board:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Mr. Arik Avanesyans, 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. Introduce and welcome the new employees.**

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

Quick Summary / Abstract: The employees on the attached list were approved at the May 26, 2021, Governing Board Meeting.

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

Attachments:
Introduce & Welcome

	Introduce & Welcome 6/9/21	
Name	Position	Location
Rosmar Perez	Instructional Assistant – Special Education	Rancho de la Nación School

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

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

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Agenda Item: **11. AGENDA**

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

Speaker: Ms. Maria Dalla, Board President

Recommended Motion: Accept Agenda

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

Speaker: Ms. Maria Dalla, Board President

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

Recommended
Motion: Approve Consent Agenda.

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on May 12, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
5/12/21- Board Minutes

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

May 12, 2021
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

https://drive.google.com/file/d/1zePyhUQPxRAPHl_zzhnTi4IZgJzv8gsX/view?usp=sharing

Parts of the public video recording are not available due to hackers and inappropriate content not authorized by National School District.

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 5:03 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION - 5:00 p.m.

Closed session was held from 5:03 p.m. to 5:39 p.m.

No action was taken in closed session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 6:05 p.m.

7. PLEDGE OF ALLEGIANCE

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

8. ROLL CALL

Attendance taken at 6:07 p.m.:

Present:

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

Mrs. Jocelyn Gomez took roll call.

9. PUBLIC COMMUNICATIONS

None

10. AGENDA

10.A. Accept Agenda.

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

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

11. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

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

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

11.A. Minutes

11.A.I. Approve the minutes of the Special Board Meeting held on April 26, 2021.

11.A.II. Approve the minutes of the Special Board Meeting held on April 28, 2021.

11.A.III. Approve the minutes of the Regular Board Meeting held on April 28, 2021.

11.B. Administration

11.C. Human Resources

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

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

11.D. Educational Services

11.D.I. Approve contract #CT3830 with San Diego Brainworks to provide an Independent Educational Evaluation (IEE) for student #3709544.

11.D.II. Approve contract #CT3831 with Academic Cognitive Connections to provide an Independent Education Evaluation (IEE) for student #3708427.

11.E. Business Services

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

11.E.II. Adopt annual Resolutions #20-21.44 through #20-21.47 for the 2021-2022 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2021.

12. GENERAL FUNCTIONS

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

Mr. Arik Avanesyans shared updates on the opening of hybrid instruction.

12.B. Discussion on Board meeting parliamentary procedure.

Board President, Ms. Maria Dalla, led a discussion on Board meeting parliamentary procedures.

Board expressed formally adopting Rosenberg's Rules of Order, and therefore, will bring back at a future meeting for formal action.

13. EDUCATIONAL SERVICES

13.A. Presentation of the National School District's reclassification procedures.

Ms. Beverly Hayes, Director of Educational Services, gave a presentation on the National School District's reclassification procedures.

13.B. Approve #CT3823 Memorandum of Understanding (MOU) with San Diego County Superintendent of Schools to provide a Multilingual California Project (MCAP) for the National School District for the 2020-2021 school year.

Motion Passed: Following discussion, approval of #CT3823 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Alma Sarmiento.

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

14. HUMAN RESOURCES

14.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal for a Successor Contract from the National School District (NSD) to the California School Employee Association (CSEA) and its Chapter 206 for the 2021-2022 school year.

Board President, Ms. Maria Dalla, opened the public hearing at 7:00 p.m.

There were no public speakers.

Board President, Ms. Maria Dalla, closed the public hearing at 7:01 p.m.

14.B. Adopt proposal from the National School District to open negotiations with the California School Employees Association (CSEA) and its National Chapter 206 for the 2021-2022 School Year.

Motion Passed: Adoption of proposal from the National School District to open negotiations with the California School Employees Association (CSEA) and its National Chapter 206 passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

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

14.C. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal from the National City Teachers Association (NCETA) to the National School District for a new successor agreement.

Board President, Ms. Maria Dalla, opened the public hearing at 7:02 p.m.

Ms. Christina Benson, NCETA, spoke regarding negotiations.

Ms. Jessie Nord, NCETA, spoke regarding negotiations.

Board President, Ms. Maria Dalla, closed the public hearing at 7:06 p.m.

14.D. Conduct Public Hearing pursuant to Government Code Section 3457 regarding the initial proposal from the National School District to the National City Elementary Teachers Association (NCETA) regarding the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.

Board President, Ms. Maria Dalla, opened the public hearing at 7:07 p.m.

There were no public speakers.

Board President, Ms. Maria Dalla, closed the public hearing at 7:07 p.m.

14.E. Adopt initial proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) regarding the "Impacts and Effects of the Enrichment Wheel Program" Memorandum of Understanding.

Motion Passed: Adoption of initial proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) passed with a motion by Ms. Michelle Gates and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

15. BUSINESS SERVICES

None

16. BOARD WORKSHOP

None

17. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento welcomed Mr. Arik Avanesyans to the National School District family and wished him well. She shared her optimism on the reopening of school. She shared that Eugene Robert "Skip" Forscht Sr., a former teacher at Palmer Way School, recently passed away.

Ms. Betancourt-Castañeda welcomed Mr. Arik Avanesyans to the National School District family and shared that she looks forward to working with him. She welcomed staff and students back that started hybrid instruction. She wished her eldest son, Giovanna Castañeda a happy 21st birthday. She wished Dr. Brady and Trustee Sarmiento a happy birthday. She wished everyone a happy belated Mother's Day. She echoed Ms. Christina Benson's earlier comments about the Comfort Drive for the unaccompanied minors. She encouraged anyone that can to go out and donate.

Ms. Lizarraga welcomed Mr. Arik Avanesyans to the National School District family. She shared that she saw many families and students excited to return to Olivewood School. She thanked Ms. Hayes for her reclassification presentation. She echoed Ms. Christina Benson's earlier comments about the Comfort Drive for the unaccompanied minors. She wished Dr. Brady and Trustee Sarmiento a happy birthday.

Ms. Gates welcomed Mr. Arik Avanesyans to the National School District family. She wished Dr. Brady and Trustee Sarmiento a happy birthday. She thanked Olivewood School for inviting her to attend their virtual recycling show. She thanked Ms. Hayes for her reclassification presentation. She thanked everyone for their positivity around the reopening of school. She echoed Ms. Christina Benson's earlier comments about the Comfort Drive from the South County Teachers United for the unaccompanied minors. She shared that the drive will take place on Friday, May 14th from 2:00 p.m.-5:00 p.m. and Saturday, May 15th from 10:00 a.m.-1:00 p.m. at the South County Teachers United office.

Dr. Hernandez thanked certificated, classified, and administrative staff that have ensured both hybrid and distance learning models work to benefit the students. She shared that it was great to see students back on campus. She wished Dr. Brady and Trustee Sarmiento a happy birthday.

Mr. Avanesyans thanked everyone for the warm welcome. He shared that even though the deadline to register for the School Services of California, May Revision Workshop has passed, if a Board member is interested in attending, we will make an effort to include them. He shared that information regarding the Governor's May Revise and District updates will be presented to the Board.

Dr. Kraft welcomed Mr. Arik Avanesyans to the National School District family. She wished Dr. Brady and Trustee Sarmiento a happy birthday. She thanked certificated and classified staff for their work on the reopening of school. She shared that she visited schools and that it was great to see the excitement from students and families on the reopening.

Dr. Brady wished a happy certificated appreciation week to certificated staff, specially to Trustee Gates. She wished a happy early classified appreciation week to those being honored next week and school administrators the following week. She thanked the reopening task force, the partnership with labor groups, administrators, and the Board for the work on the Reopening Plan. She welcomed Mr. Arik Avanesyans to the National School District and shared how happy it is to have him on the team. She reminded the Board of the upcoming in-person Special Board Meeting for end of the year recognitions on Monday, May 17, 2021 at Palmer Way School. She wished an early happy birthday to Trustee Sarmiento and to Giovanne Castañeda.

Ms. Dalla congratulated and thanked all who had a part in the reopening of school. She welcomed Mr. Arik Avanesyans to the National School District family. She thanked Ms. Hayes for her reclassification presentation. She congratulated all educators on the California Day of the Teacher. She wished Dr. Brady and Trustee Sarmiento a happy birthday. She also wished Giovanne Castañeda a happy early birthday.

18. ADJOURNMENT

Board President, Ms. Maria Dalla, adjourned the meeting at 7:26 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on May 17, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
5/17/21- Special Minutes

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

May 17, 2021
4:00 PM
Palmer Way School
2900 Palmer Street
National City, CA 91950

Staff Recognitions

<https://drive.google.com/drive/folders/1Fv6ydVJ7KJO42sX0e7VmmiPqO0BljPBW>

Student Recognitions

<https://drive.google.com/drive/folders/1Fv6ydVJ7KJO42sX0e7VmmiPqO0BljPBW>

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 4:06 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 4:07 p.m.:

Present:

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

Ms. Vanessa Ceseña took roll call.

4. PUBLIC COMMUNICATIONS

None.

5. WELCOME/STAFF RECOGNITION CEREMONY

Board President, Ms. Maria Dalla, welcomed attendees to the Staff Recognition Ceremony.

6. PRESENTATIONS

6.A. Recognize employees retiring at the end of the 2020-2021 school year.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board, recognized and honored retirees by presenting them with an engraved plaque.

6.B. Recognize and honor the recipients of the National School District 20, 25, 30, and 35 Year Service Pin/Award.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board, recognized and honored the recipients of the National School District 20, 25, 30 and 35 Year Service.

Recipients were presented with a pin/award.

6.C. Recognize and honor the National School District Classified Employee of the Year 2021, Joel Mendoza, Buyer Storekeeper, Child Nutrition Services, and finalists.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board, recognized and honored the Classified Employee of the Year 2021, Mr. Joel Mendoza, Buyer/Storekeeper, Child Nutrition Services, and finalists.

Mr. Mendoza was presented with a certificate of recognition and award. The Classified Employee of the Year 2021 finalists were presented with an engraved pen.

6.D. Recognize and honor the National School District Teacher of the Year 2021, Amy Wert, Sixth Grade Teacher, Ira Harbison School, and finalists.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board, recognized and honored the Teacher of the Year 2021, Ms. Amy Wert, Sixth Grade Teacher, Ira Harbison School, and finalists.

Ms. Wert was presented with a plaque award. The Teacher of the Year 2021 finalists were presented with an engraved paperweight and certificate.

7. RECESS

At 5:52 p.m., Board President, Ms. Maria Dalla, called the meeting to a recess.

8. RECONVENE MEETING

At 6:13 p.m., Board President, Ms. Maria Dalla, reconvened the public meeting.

9. PLEDGE OF ALLEGIANCE

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

10. WELCOME/STUDENT RECOGNITION CEREMONY

Board President, Ms. Maria Dalla, welcomed attendees to the Student Recognition Ceremony.

11. PRESENTATIONS

11.A. Recognition of one sixth-grade student from each school as a Distinguished Scholar for the 2020-2021 school year.

During the Governing Board meeting, teachers and principals recognized one sixth-grade student from each school as a Distinguished Scholar for the 2020-2021 school year.

In partnership with the Kiwanis Club of Sweetwater, each Distinguished Scholar, received the National School District Medal of Distinction, a \$50 gift card, and a certificate.

11.B. Recognize the school winner and finalists of the fifth annual sixth grade writing contest.

Recognized the Ira Harbison School winner and participants of the fifth annual sixth grade writing contest. Dr. Brady introduced each of the participants. Each student received a certificate, and an engraved medal.

Dr. Brady announced the School winner, Mitzie De La Cruz, from Ira Harbison School with her book, "Saudade".

12. ADJOURNMENT

Board President, Ms. Maria Dalla, adjourned the meeting at 7:17 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **12.A.III. Approve the minutes of the Regular Board Meeting held on May 26, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
5/26/21-Board Minutes

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

May 26, 2021
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

https://drive.google.com/file/d/1NdPuSc6XOpWvq2mRrOq59X_N4wOACOAv/view?usp=sharing

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 3:37 p.m.

2. PUBLIC COMMUNICATIONS

None.

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION- 3:30 p.m.

Closed session was held from 3:37 p.m. to 5:50 p.m.

No action was taken in closed session.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 6:03 p.m.

7. PLEDGE OF ALLEGIANCE

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

8. ROLL CALL

Attendance taken at 6:03 p.m.:

Present:

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

Ms. Vanessa Ceseña took roll call.

9. PRESENTATIONS

9.A. Introduce and welcome the new employees.

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

Board President, Ms. Maria Dalla, presented each new employee with a District pin.

10. PUBLIC COMMUNICATIONS

None.

11. AGENDA

11.A. Accept Agenda.

Per staff request, agenda item 14.D was pulled and will be brought forth at a future meeting.

Motion Passed: Acceptance of the Agenda with the exception of item 14.D, passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

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

12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Per staff request, Consent Agenda items 12.A.I and 12.A.II were pulled and will be brought forth at a future meeting.

Motion Passed: Approval of the Consent Agenda with the exception of items 12.A.I and 12.A.II, passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on May 12, 2021.

12.A.II. Approve the minutes of the Special Board Meeting held on May 17, 2021.

12.B. Administration

12.C. Human Resources

12.C.I. Approve Declaration of Need for fully qualified educators for the 2021-2022 school year.

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

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

12.D. Educational Services

12.D.I. Amend contract #CT3808 with Functional Integrated Therapeutic Services to provide an Independent Educational Evaluation (IEE) for student #3711425.

12.D.II. Approve Non-Public School Master contract #CT3836 (Exhibit A) with AseLINE School to provide an educational program for special education students for the 2021-2022 school year.

12.D.III. Approve Non-Public School Master contract #CT3837 (Exhibit B) with San Diego Center for Children Academy to provide an educational program for special education students for the 2021-2022 school year.

12.D.IV. Approve Non-Public School Master contract #CT3838 (Exhibit C) with Stein Education Center to provide an educational program for special education students for the 2021-2022 school year.

12.D.V. Approve Individual Service Agreement #CT3839 with Aseltine School to provide an educational program for student #3711706 for the 2021-2022 school year.

12.D.VI. Approve Individual Service Agreement #CT3840 with Aseltine School to provide an educational program for student #3709915 during the 2021 Extended School Year (ESY) program.

12.D.VII. Approve Individual Service Agreement #CT3841 with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2021-2022 school year.

12.D.VIII. Approve Individual Service Agreement #CT3842 with Stein Education Center to provide an educational program for student #3712441 for the 2021-2022 school year.

12.E. Business Services

13. GENERAL FUNCTIONS

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

Dr. Brady updated the Governing Board on how the District is approaching year-end activities due to the COVID-19 pandemic. She also discussed the District's plans for a full in-person return scheduled for July 26, 2021, with an independent study option for parents waiting for student vaccinations before returning their children to campus.

14. EDUCATIONAL SERVICES

14.A. Presentation on anticipated software subscription renewals for the 2021-2022 school year.

Dr. Kraft gave a presentation on anticipated software renewals that will be subsequently approved through the purchase order process.

14.B. Conduct a public hearing on Renewal Petition for Integrity Charter School (Ed. Code 47605(b))(Exhibit D).

Board President, Ms. Maria Dalla, opened the public hearing at 7:01 p.m.

There were no public speakers.

Board President, Ms. Maria Dalla, closed the public hearing at 7:03 p.m.

14.C. Approve the National School District 2021-2022 Expanded Learning Opportunity Grant Plan.

Motion Passed: Following discussion, approval of the Expanded Learning Opportunity Grant Plan passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

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

14.D. Amend Memorandum of Understanding (MOU) contract #CT3832 with the City of National City to provide National City Police Department School Resource Officers (SRO) for the 2020-2021 school year (Exhibit E).

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

14.E. Approve contract #CT3833 with Addiction Treatment Technologies, LLC, DBA: Care Solace, a Delaware limited liability company to provide a web-based care navigation system to access mental health services (Exhibit F).

Motion Passed: Following discussion, approval of contract #CT3833 passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

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

14.F. Approve the purchase of a digital subscription for Amplified IT for Securly Web Filtering for all National School District sites for the 2021-2022 school year.

Motion Passed: Following discussion, approval of the digital subscription purchase passed with a motion by Ms. Michelle Gates and a second by Ms. Rocina Lizarraga.

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

14.G. Approve the renewal of digital subscription for American Reading SchoolPace Connect for all National School District sites for the 2021-2022 school year.

Motion Passed: Following discussion, approval of the subscription renewal passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Michelle Gates.

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

15. HUMAN RESOURCES

15.A. Conduct Public Hearing pursuant to Government Code Section 3547 regarding the initial proposal from the National School District to the National City Elementary Teachers Association (NCETA) for a new successor agreement.

Board President, Ms. Maria Dalla, opened the public hearing at 7:23 p.m.

There were no public speakers.

Board President, Ms. Maria Dalla, closed the public hearing at 7:24 p.m.

15.B. Adopt initial proposal from the National School District to open negotiations with the National City Elementary Teachers Association (NCETA) for the 2021-2022 School Year.

Motion Passed: Adoption of initial proposal to open negotiations passed with a motion by Ms. Alma Sarmiento and a second by Ms. Michelle Gates.

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

15.C. Approve job description for Child Nutrition Services Area Supervisor.

Motion Passed: Approval of job description passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Rocina Lizarraga.

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

16. BUSINESS SERVICES

17. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento welcomed back Ms. Cynthia Escobedo, Instructional Assistant- Health Care, to National School District. She asked to schedule a debrief opportunity with the National City Police Department Chief regarding the gas leak near Ira Harbison School. She thanked the National City Mayor for her support providing vaccines to the community.

Ms. Betancourt-Castañeda thanked principal, Ms. Linnette Castañeda, for welcoming her at Olivewood School during her visit for the sixth grade virtual camp. She also thanked everyone involved with the evacuation process at Ira Harbison School during the gas leak. She commended everyone on the communication with parents and the great job done during this emergency.

Ms. Gates thanked Palmer Way School for hosting the Special Board Meeting on May 17, 2021. She also thanked the retirees for their work at National School District, she congratulated the Distinguished Scholars, and the winner of the sixth grade writing contest, Ms. Mitzie De La Cruz on her book, Saudade. She thanked Dr. Kraft for answering her questions and Dr. Hernandez for the work ahead during negotiations with the bargaining units.

Ms. Lizarraga welcomed back Ms. Cynthia Escobedo, Instructional Assistant- Health Care, to National School District. She gave a shout out to the National City Mayor for her support to provide vaccines to the community. She expressed she is looking forward to next school year and commended the resilience of staff and parents shown, adapting to the new normal during the pandemic. She wished everyone a great night.

Dr. Hernandez welcomed back Ms. Cynthia Escobedo, Instructional Assistant- Health Care, to National School District. She thanked and congratulated Administrators for the Week of the School Administrator. She thanked Ira Harbison School staff for their help during the gas leak evacuation and for putting children first.

Mr. Avanesyans thanked Mr. David Castillo, Director, M&O, and Ms. Candy Byerly, Director, Transportation, for their work and constant communication during the gas leak evacuation.

Dr. Kraft thanked all involved during the gas leak emergency, especially Las Palmas School. She thanked the retirees for their service and congratulated recognized students. She shared upcoming event dates with the Governing Board.

Dr. Brady thanked everyone involved in the gas leak evacuation process. She shared upcoming sixth grade promotion details with the Governing Board and congratulated Administrators for the Week of the School Administrator.

Ms. Dalla thanked everyone for their hard work and for making National School District a great place for students, she wished everyone a good night.

18. ADJOURNMENT

Closed session was held from 3:37 p.m. to 5:50 p.m.

No action was taken in closed session.

Board President, Ms. Maria Dalla, adjourned the meeting at 7:49 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

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

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

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
June 9, 2021

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

None				
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Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

1. Evy Baca	Teacher Central School	2021-2022 school year	Unpaid leave of absence	
2. Amanda Engquist	Teacher Central School	2021-2022 school year	Unpaid leave of absence	

CLASSIFIED STAFF RECOMMENDATIONS
June 9, 2021

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

3. Perla Gallegos	Instructional Assistant- Special Education 3.25 hours per day 210 days per year Central School	July 21, 2021	Range 16, Step 1	General Fund
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Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

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

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

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

Attachments:
Resignations/Retirements

Resignations 6/9/21			
Name	Position	Location	Effective Date
None			

Retirements 6/9/21			
Name	Position	Location	Effective Date
Irma Veloria	School Bus Driver	Transportation Department	June 9, 2021

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

Agenda Item: **12.D.I. Authorize the Superintendent to submit the Consolidated Application for Funding Categorical Aid Programs 2021-2022.**

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

Quick Summary / Abstract: The District receives funds from various Federal programs. In order to receive these funds, the District must submit a yearly application. The application includes, among other things, legal assurances, a declaration of programs for which the District intends to apply, and the metrics by which the District/Schools qualify for funds.

Board approval to submit the Consolidated Application for Funding is a requirement for receipt of Federal program dollars.

Comments: The 2021-2022 Consolidated Application will be submitted in two parts. The spring Consolidated Application Reporting System (CARS) Data Collection is preliminary in nature and reflects no actual dollar amounts. The winter Consolidated Application Reporting System Data Collection is based on specific entitlements verified by the California Department of Education and includes individual school site budgets.

The Consolidated Application also collects data that is part of the State and Federal accountability programs; including, but not limited to, the number of highly qualified teachers at each school site and the number of expulsions from each school.

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: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

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

Attachments:
Exhibit A

Agenda Item: **12.E.II. Approve renewal of annual maintenance agreements and service contracts for the 2021-2022 school year.**

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

Quick Summary / Abstract: Each year, administration submits a list of ongoing maintenance agreements and service contracts for Board approval. This list includes contracts that have been previously approved by the Board. Approval of this item will allow each contract to be extended an additional year. There are no changes to contract language or increases in cost to any of the contracts on this list. Providing a list of contracts and agreements for approval streamlines the approval process for both the Board and administration.

Comments: Any new contracts or agreements will be brought to the Board for approval on an individual basis. Once Board approved, annual contracts are added to the "ongoing" list. Continuing contracts that increase in cost will be brought to the Board for approval as a separate item.

Contracts placed on the annual listing are monitored by individual department and periodically brought back to the Board after no more than three years on the annual listing.

Financial Impact: See attached listing for specific information regarding each contract.

Attachments:
Annual Contract List 2021-2022

ANNUAL CONTRACT LIST 2021-2022

Contract #		Vendor	Description of Services	Fund	Cost Implications	Department
1	CT3764	Achieve 3000	Literacy platform focused on informational text	General Fund	\$119,400.00	Technology
2	CT2571	Alliant International University	Student teacher and school psychologist intern placement	N/A	No Cost	Human Resources
3	CT3737	American Fidelity	Employer reporting and monitoring services	General Fund	NTE \$13,000.00	Business Services
4	CT946	Azusa Pacific University	Student teacher placement	N/A	No Cost	Human Resources
5	MOU	California Department of Education	State Preschool	Child Development Revenue Funds	\$1,889,640	Educational Services/ Preschool
6	MOU	California Department of Education	Inclusive Early Education Expansion Program	Child Development Revenue Funds	\$900,000	Educational Services/ Preschool
7	CT3549	Catholic Charities	Foster Grandparents for Preschool	Head Start, San Diego Quality Preschool Initiative (SDQPI), & State Preschool Accounts	\$2,6000 + Cost of meals per day per Foster Grandparent	Educational Services/ Preschool
8	CT2039	Chapman University	Student teacher placement	N/A	No Cost	Human Resources
9	CT2137	Chapman University	Counselor and psychologist intern placement	N/A	No Cost	Human Resources
10	CT1461	Christian Heritage College	Student teaching agreement	N/A	No Cost	Human Resources
11	CT3057	Chula Vista Alarm (CVA Security)	Electronic alarm system monitoring and repair (Month-to- Month)	General Fund	NTE \$6,000.00	Business Services
12	CT3630	CODESP	Online employment hiring testing materials	General Fund	\$2,300.00	Human Resources
13	CT3563	Cox Communications	E-Rate Network Circuits	ERATE RD10	\$325,835.00	Technology
14	CT3730	Curriculum Associates	iReady Common Core Diagnostic Assessment and Online Learning Instruction Curriculum	General Fund	\$195,633.00	Technology
15	CT1281	Deaf Community Services	Interpreter services	Special Education Funds	NTE \$800.00	Educational Services/ Student Support Services
16	CT3638	Document Tracking Services (DTS)	Oline templates for state reporting (SPSA, LCAP, Federal Addendum, School Safety, SARC, and Translation Services for SARC)	General Fund	\$4,250.00	Educational Services
17	CT3440	Dr. Dupre Relationships at Work	Reasonable Accommodation Assessment	General Fund	NTE \$10,000.00	Human Resources
18	CT3731	Edupoint	Synergy Student Information System from Edupoint	General Fund	\$48,671.00	Technology
19	CT3331	Ernesto Diaz	CPR / AED / First Aid training for preschool staff	HS, SDQPI, & State Preschool Accounts	\$5,500.00	Educational Services/ Preschool
20	CT3405	Gigakom	Network device warranty	General Fund	NTE \$93,000.00	Technology
21	CT3803	Handle with Care	Notifications of exposure to trauma services	N/A	No Cost	Educational Services/ Student Support Services
22	CT3328	Illuminate	Data and Assessment Management System	LCFF/EIA Funds	NTE \$30,000.00	Technology
23	CT3030	Interpreters Unlimited	Language interpreters	Special Education Funds	NTE \$10,000.00	Educational Services/ Student Support Services
24	CT3408	MCF Consulting	Medical Administrative Activities reimbursement support	General Fund	\$10,000.00	Educational Services/ Student Support Services
25	CT2076	National University	Teaching internship program	N/A	No Cost	Human Resources
26	MOU	Neighborhood House Association	Head Start Early Education social and health services	Child Development Funds	\$1,300,000.00	Educational Services/ Preschool
27	CT3449	Orange County Dept. of Education/Orange County Local	Randon Moment Time Survey Billing	Medi-Cal Fee 4 Serv-4-5	\$1,300.00+4.5% of RMTS MAA dollars billed to State	Educational Services/ Student Support Services
28	CT3824	Education Support	Specialized academic instruction support and services	Special Education Funds	\$26,000.00	Educational Services/ Student Support Services
29	CT3773	Point Loma Nazarene University	Teaching internship program	N/A	No Cost	Human Resources
30	CT3629	Power House	Formerly People Admin: Human Resources Online	General Fund	\$21,994.88	Human Resources

ANNUAL CONTRACT LIST 2021-2022

31	CT3759	PowerSchool	Schoolology Learning Management System	General Fund	\$121,844.92 (One time cost for 3-year contract. Paid in full.)	Technology
32	CT1294	Practi-Cal, Inc	Billing services under the LEA Medi-Cal and the Medical Administrative Activities programs	Medi-Cal Fee 4 Serv	15% of amount billed (LEA); 10% (MAA)	Educational Services/ Student Support Services
33	CT3760	Presence Learning	Teletherapy online platform access and support	General Fund	\$64,350.00	Ed Services/Student Support Services/ Technology
34	CT3451	Rady Children's Hospital	Health Services - Preschool	Head Start and State Preschool	\$140,000.00	Educational Services/ Student Support Services
35	CT3451	Rady Children's Hospital	Health Services	General Fund	NTE \$725,000.00	Educational Services/ Student Support Services
36	CT3687	Ro Health Inc.	Health services for medically fragile students/provide nursing staff for schools.	General Fund	School Health Assist/CNA: \$27.71 Licensed Vocational Nurse: \$39.43 Registered Nurse: \$53.28	Educational Services/ Student Support Services
37	MOU	San Diego Co. Supt. Of Schools	Storm Water Management Consortium	General Fund	\$4,015.00	Business Services
38	CT3788	San Diego Co. Supt. Of Schools	After school education and safety program	Revenue account	\$2,051,140.89	Educational Services
39	CT3045	South Bay YMCA / YMCA of San Diego County	After school education and safety program	Before and After School Funds	\$2,010,118.07	Educational Services
40	CT1789	San Diego Co. Supt. Of Schools	Consulting services for the California Commission on Teacher Credentialing Consortium	General Fund	\$2,500.00	Human Resources
41	CT3739	San Diego County Office of Education	Fingerprint Clearinghouse	N/A	No Cost	Human Resources
42	CT3642	San Diego County Office of Education	Librarian of Record services	LCAP	NTE \$2,250.00	Educational Services
43	MOU	San Diego County Office of Education	San Diego Quality Preschool Initiative	Child Development Funds	\$100,000.00	Educational Services/ Preschool
44	CT3781	San Diego County Office of Education	Science Outreach Program - Field trip agreement	General Fund	NTE \$750/field trip	Educational Services
45	CT2274	San Joaquin County of Education	Access to Ed Join services	General Fund	\$775.00	Human Resources
46	CT3125	Save-A-Heart	CPR / AED / First Aid training for staff	Pupil Services Health/Pschy	\$6,000.00	Educational Services/ Student Support Services
47	MOU	SBCS	Collaboration with Preschool	Head Start, State Preschool, and SDQPI	\$300,000.00	Educational Services/ Preschool
48	CT3657	School Services of California	Fiscal budget and mandated cost claims services	General Fund	\$3,900.00	Business Services
49	SDCOE	School Services of California	Consulting for employee relations policies or operations	General Fund	\$499.00	Human Resources
50	CT1676	Southwestern Community College District	Preschool/Child Development Center mentoring	N/A	No Cost	Human Resources
51	CT3679	Trustees of the California State University	Student teacher placement	N/A	No Cost	Human Resources
52	CT1535	University of Northern Arizona	Student teacher placement	N/A	No Cost	Human Resources
53	CT1912	University of Phoenix	Student teacher placement	N/A	No Cost	Human Resources
54	CT2652	University of Southern California (USC)	Student teacher placement	N/A	No Cost	Human Resources
55	CT3143	Verizon Wireless	E-Rate Cell Phones (Month-to-Month)	General Fund	NTE \$60,000.00	Business Services
56	CT3711	WestEd	Administration for Healthy Kids Survey to fifth grade students	General Fund	\$2,000.00	Educational Services/ Student Support Services
57	CT3713	Wilkinson & Hadley	Annual Audit	General Fund	\$19,500.00	Business Services

Pending Approval Date 6/9/21

Agenda Item: **13. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **13.A. First reading of Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (UCP).**

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

Quick Summary / Abstract: This regulation will allow the National School District (NSD) to adhere to the annually updated Federal and State criteria for the Williams Uniform Complaint Procedures.

Districts are required to update the Williams UCP Administrative Regulation each year to ensure adherence to the procedures, reports, notices, and forms of California Code of Regulations, Title 5, Section 4662 et seq. This annual update reflects and meets criteria required by Federal Program Monitoring (FPM).

Comments: The regulation reflects new language and criteria to meet Federal and State compliance for Title funding.

Regulation is updated to delete material related to complaints regarding noncompliance with health and safety requirements in a license-exempt California State Preschool Program (CSPP) program as such complaints have been moved to BP/AR 1312.3 - Uniform Complaint Procedures, consistent with the California Department of Education (CDE) Federal Program Monitoring instrument.

Attachments:
AR 1312.4

National SD

Administrative Regulation

Community Relations

AR 1312.4(a)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

AR 1312.4(b)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

(cf. 4112.22 - Staff Teaching English Learners)

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

- 3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)
 - a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

AR 1312.4(c)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

(cf. 3514 - Environmental Safety)
(cf. 3517 - Facilities Inspection)

AR 1312.4(d)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

~~4. Complaints regarding the noncompliance of a license exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)~~

~~a. The preschool does not have outdoor shade that is safe and in good repair.~~

~~b. Drinking water is not accessible and/or readily available throughout the day.~~

~~c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.~~

~~d. Restroom facilities are not available only for preschoolers and kindergartners.~~

~~e. The preschool program does not provide visual supervision of children at all times.~~

~~f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.~~

~~g. Playground equipment is not safe, in good repair, or age appropriate.~~

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code ~~8235.5~~, 35186; 5 CCR 4680)

AR 1312.4(e)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

~~The Superintendent or designee shall post in each K-12 classroom in each school a notice containing the components specified in Education Code 35186. In each license exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted. (Education Code 8235.5, 35186)~~

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee, ~~or the preschool administrator or designee as appropriate,~~ at the school in which the complaint arises. A complaint about problems beyond the authority of the principal ~~or preschool administrator~~ shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code ~~8235.5~~, 35186; 5 CCR 4680)

Investigation and Response

The principal/~~preschool administrator~~ or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within ~~their~~ **the principal's or designee's** authority. (Education Code ~~8235.5~~, 35186; 5 CCR 4685)

~~Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)~~

The principal/~~preschool administrator~~ or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code ~~8235.5~~, 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal/~~preschool administrator~~ or Superintendent's designee shall report the

resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the principal/~~preschool administrator~~ makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code ~~8235.5~~, 35186; 5 CCR 4680, 4685)

AR 1312.4(f)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code ~~8235.5~~, 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a ~~or #4~~ in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal/~~preschool administrator~~ or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code ~~8235.5~~, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code ~~8235.5~~, 35186; 5 CCR 4686)

Legal Reference: (see next page)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

1240 County superintendent of schools, duties

~~8235-8239.1 California State Preschool Programs, especially:~~

~~8235.5 California State Preschool Program, complaints regarding health and safety issues~~

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedures

35292.5-35292.6 Restrooms, maintenance and cleanliness

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

HEALTH AND SAFETY CODE

~~1596.792 California Child Day Care Act; general provisions and definitions~~

~~1596.7925 California Child Day Care Act; health and safety regulations~~

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

(8/14 3/19) 5/20

Policy Reference UPDATE Service

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Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

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

Agenda Item: **14.B. Approve the draft National School District (NSD) Governing Board meeting schedule for the 2021-2022 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: The National School District (NSD) Governing Board has traditionally met on the second and fourth Wednesdays of the month, with the exception of July, September, November, December, January, and March.

Comments: This schedule has enabled the District to conduct its business in a timely fashion and meet its monthly obligations.

The proposed schedule is attached.

Recommended Motion: Approve the draft National School District (NSD) Governing Board meeting schedule for the 2021-2022 school year.

Attachments:
Governing Board Meeting Schedule 2021-2022

NATIONAL SCHOOL DISTRICT

GOVERNING BOARD MEETING SCHEDULE

SCHOOL YEAR 2021-2022

DATES

July 7, 2021

August 11, 2021

August 25, 2021

**Dates already pre-approved
at the December 15, 2020,
Board Meeting.**

September 8, 2021

October 13, 2021

October 27, 2021

November 10, 2021

December 14, 2021*

January 19, 2022*

February 9, 2022

February 23, 2022

March 9, 2022

April 13, 2022

April 27, 2022

May 11, 2022

May 25, 2022

June 8, 2022

June 22, 2022

Due to Public Health Orders, meeting locations will vary from virtual to in-person, as permitted.

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

**Wednesday, January 19, due to Winter Break and the 2022 Association of California School Administrators (ACSA) Superintendents' Symposium*

June 9, 2021

Agenda Item: **14.C. Approve contract #CT3852 with Studio 1 Distinctive Portraiture to provide school photography services to National School District (NSD) schools for the 2021-2022 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: School portraits provide lasting memories for families. For the past four years, National School District has contracted with Studio 1 Distinctive Portraiture to provide school portraits for families and school records. Studio 1 was selected based on quality, cost, flexibility, and incentives.

Comments: Incentives will continue to be offered as they were for the 2020-2021 school year. Studio 1 will offer the following incentives for each school site (to be selected by each school). Each school will be able to choose 1 of these incentives:

- A Free 48 Page Color Yearbook - Up to 50% of the school
- A Free Spirit Shirt with School Logo For Each Student
- A Free Student Planner For Each Student
- Up to (15) Free Banners, Size 3' x 5'

Recommended Motion: Approve contract #CT3852 with Studio 1 Distinctive Portraiture to provide school photography services to National School District (NSD) schools for the 2021-2022 school year.

Attachments:
CT3852



National School District 2021-2022 School Portraiture Contract

Agreement made this 10th day of June 2021, between National School District (1500 N Avenue • National City, CA • 91950) hereinafter referred to as the “Client”, and Studio 1 (9060 Rancho Park Court • Rancho Cucamonga, CA • 91730) with respect to school portraiture and associated services.

Section 1 – School Sites Included

1. This contract will reflect the photography to be completed at each of the following schools in the National School District:

- a. **Central School** - 933 E Avenue, National City, CA 91950
- b. **El Toyon School** - 2000 E. Division Street, National City, CA 91950
- c. **Ira Harbison School** - 3235 E. 8th Street, National City, CA 91950
- d. **John Otis School** - 621 E. 18th Street, National City, CA 91950
- e. **Kimball School** - 302 W. 18th Street, National City, CA 91950
- f. **Las Palmas School** - 1900 E. 18th Street, National City, CA 91950
- g. **Lincoln Acres School** - 2200 Lanoitan Avenue, National City, CA 91950
- h. **Olivewood School** - 2505 F Avenue, National City, CA 91950
- i. **Palmer Way School** - 2900 Palmer Street, National City, CA 91950
- j. **Preschool Center** - 2401 East 24th Street, National City, CA 91950
- k. **Rancho de la Nación School** - 1830 E. Division Street, National City, CA 91950

Section 2 – Services

1. Studio 1 agrees to provide portrait services for each school site which includes all or some of the following:
 - a. Fall pre-pay portraiture including all students and staff regardless if a purchase is completed
 - b. Spring pre-pay portraiture
 - c. Panoramic / Promotion portraiture - Promotion Folio with Photo and Certificate mounted inside will be creating using the photo taken on Promotion Picture Day. There will be no additional cost for the Promotion Folio. Parents will have the ability to purchase photo packages.

Section 3 - Time of Performance

1. Studio 1 agrees that individual portraits will be shipped to the client approximately 3 weeks after the date of the event. Shipment will be made via FedEx or at the discretion of Studio 1.

Section 4 - Length of Contract

1. This agreement shall be for a period of 1 year (2021-22 School Year).

Section 5 - Exclusive Rights

1. Studio 1 shall be the exclusive photographer for all fee-based portraiture at the clients' locations.

Section 6 – Supply and Distribution of Sales Materials

1. Client agrees to distribute in a timely manner, all Studio 1 supplied sales material as specified by event.
2. All sales material will be shipped to the client location and will be grouped by teacher.

Section 7 – Use of Images

Studio 1 will only use the images captured of each student for producing photo packages and ID cards. Upon the request of the school and/or district, Studio 1 will also provide images for the school's student management system, yearbook, library software, etc.

Section 8 – Sibling Discount

1. Studio 1 will offer a sibling discount. The second sibling at the school (and any additional siblings beyond #2) will receive a \$3 discount on their order. As Studio 1 cannot verify which students are siblings, we will ask that the school office to assist in notifying us of the students who are siblings and who are utilizing this discount.

Section 9 – School Incentives

1. Studio 1 will offer the following incentives for each school site (to be selected by each school). Each school will be able to **choose 1** of these incentives:

- A Free 48 Page Color Yearbook - **Up to 50% of the school**
- A Free Spirit Shirt With School Logo For Each Student
- A Free Student Planner For Each Student
- Up to (15) Free Banners, Size 3' x 5'

Section 10 – Additional Complimentary Items

1. The client will have the option of receiving the following items complimentary:
 - a. #4 package for each staff member photographed in the fall
 - b. 1 permanent identification card per student and staff member
 - c. Student and staff images on disk per school software specifications
 - d. 3 die cut sticky back prints per student (CUM Stickers)
 - e. Principal album with all class portraits
 - f. Reasonable quantities of award certificates
 - g. Academic desk and planner calendars

Section 11 – Policies Regarding COVID-19

1. Studio 1 will abide by all district protocols in terms of social distancing. Any picture date scheduled may be adjusted as needed to accommodate changes to standard school schedules, and our employees will be required to wear a mask at all times while on campus.

Section 12 - Understanding of All Parties

1. This agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representatives, promises or agreements have been made between the parties other than expressly herein set forth, and neither Studio 1 nor client shall be, nor are they bound by, any warranties, representations, promises or agreements not set forth herein. The agreement supersedes any previous agreement or understanding with respect to the services to be performed and cannot be modified except in writing by all the parties hereto. Upon execution, this agreement shall be absolutely

binding and fully enforceable and shall inure to the benefit of the parties hereto, their successor, personal representative, heirs and assigns.

Client Representative Signature

Client Representative Printed Name

Date

Rick Lutz

Studio 1 Representative Signature

Rick Lutz

Studio 1 Representative Printed Name

06/02/21

Date

Agenda Item: **15. EDUCATIONAL SERVICES**

Agenda Item: **15.A. Conduct a public hearing for the three year 2021-2024 Local Control Accountability Plan. (Exhibit B)**

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

Quick Summary / Abstract: Local Control Accountability Plan (LCAP) regulations require that each District's LCAP public hearing be held in advance and at a separate meeting from its adoption. The intent of the LCAP hearing is to allow for public comment and recommendations regarding the specific actions and expenditures proposed to be included in the LCAP. The regulation requires separate public hearings for the LCAP and the budget. Furthermore, the regulations require that the public hearing for the budget be held at the same meeting as the public hearing for the LCAP.

Comments: The 2021-2024 LCAP draft proposes for the following goals:

Goal 1: English Learners will acquire English at a rate that will enable them to acquire English language proficiency, re-designate, and continue to achieve grade level academic expectations.

Goal 2: Increase academic proficiency for all students through a multi-tiered system of supports framework that advances the global competency skills of communication, collaboration, creativity, and problem solving needed for future success.

Goal 3: Expand collaboration and engagement with parents, families, and community partners to increase equity and access to learning including English learners, foster/homeless youth, and low income students.

Goal 4: Provide an integrated multi-tiered framework of support that incorporates differentiated instruction, social emotional learning, and positive behavior intervention to improve individualized student outcomes.

Goal 5: Grow capacity to provide effective instruction through cutting edge technology, personalized employee training, innovative learning programs, and expanded learning opportunities.

Goal 6: Promote student engagement and achievement through supplemental services of upgraded facilities, low class size, employee excellence, and transportation.

Goal 7: Promote student engagement and achievement through broad course of study.

To view the LCAP in its entirety, see Exhibit B.

Attachments:
Exhibit B

Agenda Item: **15.B. Approve contract #CT3835 with Rupe Consulting Services, LLC for the District's E-Rate application activities for the 2021-2022 school year.**

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

Quick Summary / Abstract: The E-Rate process is very specialized due to regular changes in annual rules and regulations. National School District (NSD) has typically used a consultant service to ensure that we receive maximum funding.

Approval of this contract will allow Rupe Consulting Services, LLC to provide continuity of service for the E-Rate application and funding process for NSD.

Comments: Our previous E-Rate consultant, Nancy Von Langen-Scott, recently retired and sold her consulting firm (NvLS Professional Services LLC) to one of her employees, Melodee Rupe. Melodee Rupe has changed the name of the company to Rupe Consulting Services, LLC.

As an employee of NvLS Professional Services LLC, Melodee supported our District with E-Rate forms, reviews, appeals, and suppliers who are currently in contract with NSD.

Recommended Motion: Approve contract #CT3835 with Rupe Consulting Services, LLC for the District's E-Rate application activities for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$15,000
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund-Elementary and Secondary School Emergency Relief (ESSER)

Attachments:
CT3835

Melodee Rupe
Rupe Consulting Services, LLC

12021 Redcliff Ct.
San Diego, CA. 92131
mrupeconsulting@gmail.com
Office: (858) 695-2413
Cell: (858) 335-9592

The enclosed documents authorize Rupe Consulting Services, LLC to file E-Rate documents for National School District for a one-year time period of **July 1, 2021 - June 30, 2022**. There are three places for signatures: Contract, Certifications and General Letter of Agency (on your letterhead). Please be sure to sign in all three areas of the attached documents.

The **first signature** needed is in the Rupe Consulting Services, LLC Contract document, which describes the services that Rupe Consulting Services, LLC will perform, and the fee schedule.

The **second signature**, included behind the contract, is for Certification clauses that are contained in the various E-Rate forms.

The **third signature** needed is on the General Letter of Agency, required by the Universal Services Administrative Company. Please cut and paste the attached document onto letterhead.

Please read, date and sign all of the documents above and email back to Melodee Rupe at mrupeconsulting@gmail.com.

Please let me know if you have any questions or concerns. These documents should be read, dated, signed, and returned via email to mrupeconsulting@gmail.com as soon as possible. Your prior contract with NvLS Professional Services, LLC will expire on 6/30/21. If you choose not to continue with Rupe Consulting Services, LLC for E-rate Consulting services, you will be charged \$150 per hour by NvLS Professional Services, for any work performed after July 1, 2021 or you may have your new consultant complete any necessary paperwork. We will confirm with you your intentions for 2021-22 before proceeding with any work.

Thank you again for the honor of serving you.

Sincerely,
Melodee Rupe
President
Rupe Consulting Services, LLC

Section I: Rupe Consulting Services, LLC (RCS) will prepare and submit the appropriate E-Rate forms, documentation, and reviews for National School District from July 1, 2021 – June 30, 2022.

Rupe Consulting Services, LLC (RCS) will provide E-Rate assistance to the School/District as follows:

- 1) Prepare and file current 470, 471, 472, 486 and 500 forms for the school/district, meeting all of the E-Rate requirements and deadlines.
- 2) Notify school/district of E-Rate updates, changes and developments.
- 3) Work with the school/district to familiarize their staff with the E-Rate process.
- 4) Work with school/district to identify new products or services that they may want to include in new E-Rate applications.
- 5) Work with school/district to coordinate RFP or procurement process.
- 6) RCS does not provide legal services. RCS provides E-Rate technical and administrative services only.
- 7) RCS is not liable for any direct, indirect, incidental, special or consequential damages, including the loss of funding. In the event that the school/district wishes to discontinue E-Rate consulting services, RCS is not responsible, nor will we pay for the procurement or expense of substitute consulting services.
- 8) File Service Provider forms (i.e. Existing Services, Data Gathering Forms and Designation forms) with the vendors to request monthly credits or annual reimbursement checks.
- 9) Answer PIA (Program Integrity Assurance) questions from the Universal Service Administrative Company's Schools and Libraries Division (USAC/SLD) regarding current applications.
- 10) Prepare or assist preparing responses to other E-Rate forms or requests for information.
- 11) Assist school/district with previous years' applications and collection of past funding approvals not yet received.
- 12) File updates with service providers when school/district notifies RCS of new services.
- 13) File California Teleconnect Fund applications and updates when school provides new service information.
- 14) Term of Agreement:
The term of the Agreement shall be in effect beginning July 1, 2021 and ending June 30, 2022.
- 15) Termination of Agreement – Without Cause
The Client and/or Rupe Consulting Services, LLC may terminate this Agreement, without cause, at any time by submitting written notice to the other party. The written Notice of Termination must be received no less than Thirty (30) days prior to the desired date of Termination.
- 16) In the event that the Client terminates this Agreement without cause, the Client agrees to compensate Rupe Consulting Services, LLC for all work, service fees, and reimbursable expenses completed prior to the date of termination, and release RCS from all liability, claims and causes of action resulting from negligent acts or omissions of the Client, its agents and/or employees performed after the date of termination.

National School District will provide the following:

- 1) A signed and dated general Letter of Agency, required by USAC (attached).
- 2) A signed and dated AT&T Letter of Agency, if using their services (as needed).
- 3) Billing invoices and information in a timely manner, requested by Rupe Consulting Services, LLC (RCS) in order to submit E-Rate forms and answer SLD questions. RCS will not verify the accuracy of these documents or information and is basing applications on the information provided by the school/district.
- 4) A primary and secondary contact person with whom RCS will communicate.
- 5) Retain relevant information and records for ten years from the last day of service as stipulated by the USAC program.
- 6) The school/district will be billed twice a year: in October/November and April/May. There may be a third invoice for those services conducted after the April/May invoice is rendered until June 30, 2022. The District agrees to pay within 30 days or during the next scheduled check run for payment. Late fees will be assessed after 45 days.
- 7) The school/district understands that all E-Rate related documents needed for filing the Erate Form 470 and/or Form 471, including CALPAD's figures, school site addresses, Vendor Invoices, RFP information, Bid Selection Criteria, budget, Item 21 information and counter-signed contracts and any other relevant documentation are to be received in a timely manner prior to the Erate Window deadlines.
- 8) If the school/district or their Vendors have not provided the relevant documentation at least 2 weeks before the E-rate deadline, the school/district could be assessed an additional 10%.
- 9) There can be penalties charged if documentation is not provided in a timely manner. We do not guarantee that your Erate applications will be filed if the documents are received less than one week prior to the Erate Window close.

Fees:

<p>Category One Filing of 470, 471, 486, 500 and 472 forms and Consultation, PIA's, Appeals, other USAC Communications, CTF Applications, Vendor ESL, Data Gathering and Designation forms associated with Category One Services (Telecommunications and Internet access)</p>	<p>\$15,000 Per Year</p>	<p>July 1, 2021 - June 30, 2022</p>
<p>Category Two (Internal Connections, Basic Maintenance of Internal Connections, Managed Broadband) Any work associated with Category Two services, regardless of year, including 470, 471, 486, 500 and 472 forms, Consultation, PIA's, Appeals, other USAC Communications, Vendor Documentation, Data Gathering and Designation forms associated with Category Two Services</p>	<p>Included above</p>	<p>July 1, 2021 – June 30, 2022</p>
<p>Extensive PIAs or Appeals, Payment Quality Assessment, Selective Reviews, Audits</p>	<p>\$150.00</p>	<p>Per Hour</p>
<p>RFP Assistance</p>	<p>\$150.00</p>	<p>Per Hour</p>
<p>Other requests from USAC or school/district</p>	<p>\$150.00</p>	<p>Per Hour</p>

This contract is in effect from July 1, 2021 until June 30, 2022.

Signature

Melodee Rupe

Name

President
Title
Rupe Consulting Services, LLC

Date

Signature

Name

Title
National School District

Date

Section II: (from the required E-Rate forms)

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

I certify that any FCC Form 470 and any applicable RFP will be/were available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be/were carefully considered and the bid selected will be for/was the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent, or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent, or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 or 486 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

The Funding Requests listed in this FCC Form 486 have been approved by USAC as shown in my Funding Commitment Decision Letter (FCDL). I have confirmed with the service provider(s) featured in those Funding Requests that these services will start on or before July 31 of the Funding Year.

I certify that the services listed on this FCC Form 486 have been, are planned to be, or are being provided to all or some of the eligible entities identified in the FCC Form 471 application(s) cited above. I certify that there are signed contracts covering all of the services listed on this FCC Form 486 except for those services provided under tariff or on a month-to-month basis. I certify that I am authorized to submit this receipt of service confirmation on behalf of the above-named Billed Entity; that I have examined this request; and that, to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

I certify that as of the date of the start of discounted services: a. the recipient(s) of service represented in the Funding Request Number(s) on this FCC Form 486 has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).

I certify that, in addition to the foregoing, this Billed Entity Applicant is in compliance with the rules and orders governing the schools and libraries universal service support program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries

universal service support program could result in civil or criminal prosecution by law enforcement authorities.

Regarding the Form 472 (Billed Entity Applicant Reimbursement Form-BEAR), the discount amounts listed represent charges for eligible services or equipment delivered to and used by eligible schools, libraries or consortia of those entities for educational purposes, on or after the service start date reported on the associated FCC Form 486.

The discount amounts listed on the BEAR form were already billed by the Service Provider and paid for by the Billed Entity Applicant on behalf of eligible schools, libraries, and consortia of those entities.

The discount amounts listed on the BEAR form are for eligible services and/or equipment approved by USAC pursuant to a Funding Commitment Decision Letter (FCDL)

To the best of my knowledge, these certifications are true.

Signature

Name

Title
National School District

Date

Section III.

(Please print on **school/district letterhead** and fill in blanks)

Date

To Whom It May Concern
Re: E-rate Letter of Agency

National School District authorizes Melodee Rupe of Rupe Consulting Services, LLC and her staff to submit all FCC Erate forms and communications for the school/district for the time period of July 1, 2021 - June 30, 2022. Rupe Consulting Services, LLC and her staff should have access to all telecommunications records for this current and past E-rate funding years.

Sincerely,

(SIGNATURE)

Title
Contact Info

Agenda Item: **15.C. Approve contract #CT3843 with the Regents of the University of California Irvine to provide TK-6 professional development and programming in math for the 2021-2022 school year.**

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

Quick Summary / Abstract: The University of California Irvine Math Project will partner with the National School District (NSD) to provide regular and accelerated pacing, support for extended learning time, and professional development to prepare teachers to support students as they help differentiate math for their students post pandemic.

Approval of this item will support National School District teachers and administrators to successfully implement the common core math standards and supported interventions.

Services will be provided during the 2021-2022 school year for all sites, grades transitional kindergarten through sixth. Expanded Learning Opportunity Grant funds will be used to pay for invoiced services.

Comments: Services will include the following:

- Pacing guides, accelerated and regular, for the 2021-2022 academic year
- Professional development for K-6 intervention topics
- Demonstration/modified lesson study days focused on academic language in word problems and performance tasks

Recommended Motion: Approve contract #CT3843 with the Regents of the University of California Irvine to provide TK-6 professional development and programming in math for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$64,636
Additional staffing cost: \$0
Other costs: \$0
One time cost
General Fund - Expanded Learning Opportunity Grant (ELOG)

Attachments:
CT3843



**UNIVERSITY
OF
CALIFORNIA**

SALES AND SERVICES AGREEMENT #UCI-2021BC-079

This Sales and Services Agreement (this "Agreement"), dated 7/1/2021 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of the University of California, Irvine, Center for Educational Partnerships, Irvine Math Project, and National School District ("Client"), having a principal place of business at 1500 N Ave., National City, CA 91950.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

Section 1 – Term and Termination.

1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, "Exhibit A").

1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

Section 2 – Statement of Work.

2.1. Services.

University shall perform the services set forth in Exhibit A (the "Services").

2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes. Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University's Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

"Background Intellectual Property" shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client's furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, "Client Materials") or University's use of Client Materials constitutes an

infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

2.5. Shipment and Delivery.

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

Section 3 – Fees and Payment Schedule.

3.1 Fees, Schedule and Invoicing.

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

3.2 Service Charge.

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

3.3 Form of Payment.

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

Section 4 – Insurance.

4.1 Client Insurance.

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance (contractual liability included):	
Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Workers Compensation as required by law.	

4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:	
Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Workers Compensation as required by law.	

Section 5 – Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 6 –Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear

on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

Section 8 – Export Control and Biohazardous Materials.

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

Section 9 – Protected Health Information and Personally Identifiable Information.

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

Section 10 – Force Majeure.

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

Section 11 – Notices.

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

Section 12 – Relationship of the Parties.

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

Section 13 – Third Party Beneficiary.

There are no intended third-party beneficiaries to this Agreement.

Section 14 – Conflict of Interest.

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;

- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

Section 15 – Assignment.

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

Section 16 – 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 shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Section 17 – Non-Waiver.

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

Section 18 – Survival.

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

Section 19 – Amendments.

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

Section 20 – Governing Law and Venue.

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

Section 21 – Signatures and Counterparts.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 22 – Entire Agreement/Integration.

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

EXHIBIT A – STATEMENT OF WORK**I. PARTIES****CLIENT**

Full Legal Name: National School District

Address (principal place of business): 1500 N Ave., National City, CA 91950

Phone Number: 619-336-7500

Client Contact: Beverly Hayes

Invoice Remittance Address/Instructions: 1500 N Ave., National City, CA 91950

NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE): N/A

UNIVERSITY

Name (of Campus/Department): Center for Educational Partnerships, Irvine Math Project

Address: 120 Theory, Suite 150, Irvine, CA 92697-2505

Phone Number: 949-824-6278

University Contact: Karajeane Hyde, Director, Irvine Math Project

Additional Payee Information (if applicable): Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975

NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE): N/A

II. TERM OF AGREEMENT

This Agreement begins on July 1, 2021 and ends on June 30, 2022, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

III. STATEMENT OF WORK

Services:	Services are outlined as per Appendix A, attached hereto and made part of the agreement.
Deliverables:	N/A
Information/Materials provided by Client:	N/A
Additional Client Responsibilities:	N/A

IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost):	\$64,636
Payment Schedule:	Invoice client at end of services, Net 30
Terms of Payment:	Net 30
Limitations of Charges (if any):	N/A
Invoicing Address:	Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975
Form of Payment:	Please make checks payable to: UC Irvine – UC Regents <i>All payments must reference the agreement number UCI-2021BC-079.</i>

**Irvine Math Project- National City School District School District
Math Proposal 2021-22**

To support the preparation of NSD teachers and administrators to successfully implement the common core math standards as they deal with the challenges as students make up for unfinished learning, the UC Irvine Math Project will partner with the district to provide regular and accelerated pacing, support for extended learning time and professional development to prepare teachers to support students as they help differentiate math for their students.

2021-22 Curriculum & Professional Development		
<p>Create <u>Accelerated Pacing</u> for 2021-22 Academic year. Each course will have a revised 1-page course overview to account for unfinished learning as students accelerate to learn the current and prior grade level standards. Pacing will be created for each trimester, showing teachers where to scaffold back to help students master previous concepts; these just-in-time supports will be color-coded so teachers can make decisions based upon the needs of their students.</p>	<p>\$2,000 per course x 6 courses (Grades 1-6)</p>	<p>\$12,000</p>
<p>Create <u>Regular Pacing</u> for 2021-22 Academic Year. Each course will have a 1-page overview, showing the timing for each unit and extra support weeks due to unfinished learning. This pacing for each trimester will include support weeks to account for unfinished learning and have links to text and UCI resources.</p>	<p>\$1,000 per course x 7 courses</p>	<p>\$7,000</p>
<p>Provide Professional Development for K-6 Intervention Topics. As teachers will be covering intervention topics for grade level content they have not taught and had training for, IMP will provide PD for specific topics teachers will need to provide differentiated support to accelerate their students' learning.</p> <p>Scheduled for summer or academic year 2021-22</p>	<p>\$2,070 per day x 13 days <u>Suggested Topics:</u> Counting and Cardinality Place Value K-2 Add/Sub within 20 Add/Sub multi-digit numbers Multiplication concepts Division Concepts Multi-digit Multiplication Multi-digit Division Decimal Place Value Decimal Operations Fraction Concepts Fraction Addition/Subtraction Fraction Multiplication/Division</p>	<p>\$26,910</p>
<p>Provide Demonstration/Modified Lesson Study days focused on Academic Language in Word Problems and Performance Tasks. IMP will model strategies to support students in understanding the language of performance tasks and/or word problems while DRT's participate to be able to replicate the support at specific school sites. After discussion and analysis, the DRTs (or classroom teachers) will implement the strategies with a second group of students or a new task.</p>	<p>\$2,070 per presenter per day 5 total Days</p>	<p>\$10,350</p>

General Support & Mileage		\$2,500
General Teacher, Admin team, district, and partnership communication and support. Includes review of all products.		
2021-22 Totals and Overhead		
10% Indirect Fee		\$5,876
Total 2021-22		\$64,636

Agenda Item: **16. HUMAN RESOURCES**

Agenda Item: **16.A. Conduct a public hearing for the Collective Bargaining Agreements with the California School Employees Association (CSEA) and its Chapter 206, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR Title V, Section 15449.**

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

Quick Summary / Abstract: The District has proposed to give all California School Employees Association (CSEA) and its Chapter 206 members who returned to work on-site a one-time, off-salary schedule payment of:

\$800 for 8, 7, 6, or 5 hour employees

\$700 for 4 hour employees

\$400 for 3 or 2 hour employees

This payment is contingent upon the District receiving an in-person learning grant under AB 86.

Comments: This public hearing is to review the cost of the Tentative Agreement between the Board of Education and California School Employees Association (CSEA) and its Chapter 206, effective July 1st, 2020, pending AB 1200 approval by the San Diego County Office of Education and ratification by the California School Employees Association Unit (CSEA).

Financial Impact: General Fund \$199,127.60
Child Development Fund: \$17,293
Cafeteria Fund: \$28,297

Attachments:
Disclosure of Collective Bargaining Agreement

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

National School District

Name of Bargaining Unit: CSEA Certified: _____ Classified: x

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: 6/9/2021
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement	Fiscal Impact of Proposed Agreement					
		Current Year 2020- 2021		Year 2 2021 - 2022		Year 3 2022 - 2023	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement		\$0.00		\$0.00		\$0.00	
2. Salary Schedule - Increase (Decrease)		\$0.00		\$0.00		\$0.00	
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.		\$152,000.00		\$0.00		\$0.00	
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.		\$47,127.60		\$0.00		\$0.00	
5. Health/Welfare Benefits - Increase (Decrease)		\$0.00		\$0.00		\$0.00	
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$0.00	\$199,127.60		\$0.00		\$0.00	
7. Total Number of Represented Employees		143.79					
8. Total Compensation Cost for Average Employee - Increase (Decrease)		\$1,384.85					

Impact on other Funds: \$17,293 for Child Development Fund and \$28,297 for Cafeteria Fund

- A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

The District has proposed to give all CSEA members who returned to work on-site a one-time, off-salary schedule payment - \$800 for employees who have 8, 7, 6, or 5 hours of regular assigned daily hours, \$700 for employees who have 4 hours of regular assigned daily hours, and \$400 for employees who have 3 or 2 regular assigned daily hours.

- B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

There are no changes in non-compensation items.

- C. What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

There are no impacts on instructional/support programs to accommodate the settlement.

Revised 07/04

Revised: 06/06

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

This payment is contingent upon the District receiving an in-person learning grant under AB 86. Unit members shall be paid when the District receives the AB 86 funds (In-Person Instruction Grant). In the event the District's allocation received is less than 90% (\$1.17 million) of the estimated \$1.3 million then the District will re-negotiate. The parties acknowledge that the in-person learning grant is distinguishable from the expanded learning opportunity grant in AB 86.

E. Source of Funding for Proposed Agreement

1. Current Year

General Fund

2. How will the ongoing cost of the proposed agreement be funded in future years?

This is a one-time, off-schedule payment.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$78,719,191
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,827.90
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$2,361,575.72

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

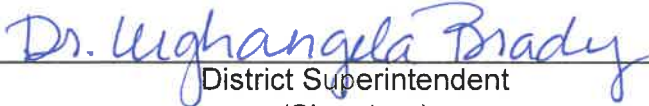
a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$9,265,559.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$9,265,559.00


3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


5-28-21
 District Superintendent Date
 (Signature)


5.28.21
 Chief Business Official Date
 (Signature)

Contact Person: Erina Cowart Telephone No.: 619-336-7714

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: 6/9/2021
 in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (03/10/21)	(Col. 2) Adjustments as a Result of Settlement*	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	53,492,886	0	0	53,492,886
Remaining Revenues (8100-8799)	27,335,667	0	0	27,335,667
TOTAL REVENUES	80,828,553	0	0	80,828,553
EXPENDITURES:				0
1000 Certificated Salaries	30,989,568	0	0	30,989,568
2000 Classified Salaries	10,762,663	152,000	0	10,914,663
3000 Employee Benefits	19,050,506	47,128	0	19,097,634
4000 Books and Supplies	4,837,936	0	0	4,837,936
5000 Services and Operating Expenses	11,352,929	0	0	11,352,929
6000 Capital Outlay	758,176	0	0	758,176
7000 Other	768,285	0	0	768,285
TOTAL EXPENDITURES	78,520,063	199,128	0	78,719,191
OPERATING SURPLUS (DEFICIT)	2,308,490	(199,128)	0	2,109,362
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	2,308,490	(199,128)	0	2,109,362
BEGINNING BALANCE	14,523,963	0	0	14,523,963
CURRENT YEAR-ENDING BALANCE	16,832,453	(199,128)	0	16,633,325
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	480,822	0	0	480,822
Restricted (9740)	6,886,944	0	0	6,886,944
Committed (9750/9760)	0	0	0	0
Assigned (9780)	7,109,085	(205,102)	0	6,903,983
Reserve Economic Uncertainties (9789)	2,355,602	5,974	0	2,361,576
Unassigned/Unappropriated (9790)	0	0	0	0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

Agenda Item: **16.B. Approve the Tentative Agreement, Memorandum of Understanding (MOU) Addendum to Reopening Schools between California School Employees Association (CSEA) and its Chapter 206 and the Governing Board of National School District (NSD) for the 2020-2021 school year.**

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

Quick Summary / Abstract: The District and the California School Employees Association (CSEA) and its Chapter 206 have been involved in negotiations for the reopening for 2020-2021 school year. The District and CSEA and its Chapter 206 had already reached an agreement on July 29, 2020. This Memorandum of Understanding was an addendum to the current reopening MOU.

CSEA and its Chapter 206 ratified this agreement on June 3, 2021. The tentative agreement is attached.

Comments: The tentative agreement includes:
1. COVID 19 Vaccination language
2. Senate Bill 95 language
3. Hybrid Learning Program: Return to Work One-Time Off Salary Stipend
4. Assembly Bill 86 language

Recommended Motion: Approve the Tentative Agreement, Memorandum of Understanding (MOU) Addendum to Reopening Schools between California School Employees Association (CSEA) and its Chapter 206 and the Governing Board of National School District (NSD) for the 2020-2021 school year.

Financial Impact: General Fund \$199,127.60
Child Development Fund: \$17,293
Cafeteria Fund: \$28,297

Attachments:
Tentative Agreement: CSEA and its Chapter 206

**TENTATIVE AGREEMENT: MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
NATIONAL SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS NATIONAL CHAPTER #206**

**Addendum to Reopening Schools
May 27, 2021 NSD to CSEA**

This Addendum to the July 29, 2020 Memorandum of Understanding (hereinafter, "MOU") is entered by and between the National School District (hereinafter, "District") and the California School Employees Association and its National Chapter #206 (hereinafter, "CSEA") enter the reopening of schools for the 2020-2021 school year.

I. Onsite Mitigation Factors

- a. In addition to following the safety requirements by the agencies listed in the "Safety" section of the July 29, 2020 MOU, the Parties will follow health and safety guidelines established by the Centers for Disease Control ("CDC").
- b. The District will consult with CSEA for the purpose of addressing employee-related safety concerns.
- c. The District will negotiate with CSEA for the purpose of addressing impacts and effects of safety protocols.
- d. The District shall ensure minimum physical distance of six (6) feet between: student and unit member workspaces, student workspaces, and all unit member workspaces.

II. COVID Vaccinations

- A. The District shall actively support and assist the San Diego County Department of Public Health and community partners to ensure the COVID-19 vaccine is widely available and easily accessible to staff, to the best of the District's ability, including the measures listed below:
- B. The District shall communicate with all unit members about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine.

III. Senate Bill 95

- A. In accordance with Senate Bill 95, the District shall provide up to 80 hours for full-time employees (pro rata for part-time) of supplemental fully paid sick leave (up to \$511 per day and \$5,110 in total) beginning retroactively on Jan. 1, 2021 through Sept. 30, 2021 for the following reasons:
 - a. The employee is subject to a quarantine or isolation period related to COVID-19, as defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention or a local health officer who has jurisdiction over the workplace.
 - b. The employee has been advised by a health care provider to self-

**TENTATIVE AGREEMENT: MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
NATIONAL SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS NATIONAL CHAPTER #206**

**Addendum to Reopening Schools
May 27, 2021 NSD to CSEA**

- quarantine due to concerns related to COVID-19.
 - c. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
 - d. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.
 - e. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - f. The employee is caring for a family member, who is subject to an order or guidelines described in the first bullet above or who has been advised to self-quarantine, as described in the second bullet point.
 - g. The employee is caring for a child, whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
- B. All unit members shall be entitled to the leave balances referenced above regardless if they used any portion of FFCRA leave prior to January 1, 2021.
- C. Unit members who utilized their own hours of Personal Illness due to one of the COVID related reasons listed above during the period of January 1, 2021 through the execution date of this agreement shall have the opportunity to request that they retroactively substitute SB 95 leave and have the applicable amount of their Personnel Illness balances restored.
- D. The District may request verification prior to placing a unit member on paid COVID leave.
- E. Any employee reporting to work who is sent home due to coronavirus exposure on site shall not be deducted any leaves or pay for the duration of quarantine period set forth by the District.
- F. Nothing in this section is intended to expand the benefits provided under SB

IV. Hybrid Learning Program

- i. Upon the District’s implementation of a Hybrid Learning Program beginning Monday, May 10, 2021, the following shall take place:
- ii. Unit members who work at school sites shall work on-site.
- iii. All classified staff shall be notified of a change in assignment or schedule, 10 days per 9.2.2 of the CBA.
- iv. All unit members returning to work on-site shall receive a one-time, off-salary schedule payment corresponding to the table below:

<u>Regularly daily assigned hours</u>	<u>Amount per CSEA member</u>
---	-------------------------------

**TENTATIVE AGREEMENT: MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
NATIONAL SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS NATIONAL CHAPTER #206**

**Addendum to Reopening Schools
May 27, 2021 NSD to CSEA**

<u>8</u>	<u>\$800</u>
<u>7</u>	<u>\$800</u>
<u>6</u>	<u>\$800</u>
<u>5</u>	<u>\$800</u>
<u>4</u>	<u>\$700</u>
<u>3</u>	<u>\$400</u>
<u>2</u>	<u>\$400</u>

- v. This payment is contingent upon the District receiving an in-person learning grant under AB 86. Unit members shall be paid when the District receives the AB 86 funds (In-Person Instruction Grant). In the event the District’s allocation received is less than 90% (\$1.17 million) of the estimated \$1.3 million then the District will re-negotiate. The parties acknowledge that the in-person learning grant is distinguishable from the expanded learning opportunity grant in AB 86.
 - 1. The parties agree that, pursuant to AB 86, this payment is available only to unit members providing in-person services upon implementation of the Hybrid Learning Program. Unit members not returning on site for any reason shall not earn this additional pay.

V. Assembly Bill 86

- A. The District and CSEA agree to continue to analyze and review the use of AB 86 funds to hire paraprofessionals to provide supplemental instruction and support.
- B. On May 12, 2021, the District and CSEA met to collaborate in partnership on how to best utilize the 10% of the paraprofessional mandate.
 - a. The outcome of the meeting was that existing CSEA unit members will be provided additional work hours in order to provide services to students.

VI. The Parties will continue to bargain the impacts and effects of the specific details of classified staff return in the 2020-21 school year to the extent not already addressed by the July 29, 2020 MOU and this Addendum.

VII. All components of the current Collective Bargaining Agreement between CSEA and the District not addressed by the terms of the July 29, 2020 MOU and this Addendum shall remain in full effect.

VIII. This agreement is non-precedent setting.

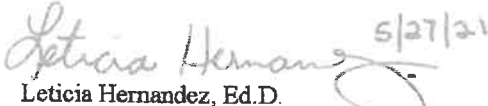
**TENTATIVE AGREEMENT: MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
NATIONAL SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS NATIONAL CHAPTER #206**

**Addendum to Reopening Schools
May 27, 2021 NSD to CSEA**


- X. This Agreement shall expire in full without precedent on June 30, 2021 unless by mutual agreement.

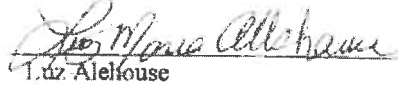
Dated: May 27, 2021:


FOR THE DISTRICT:

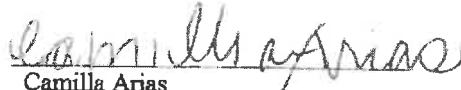

Leticia Hernandez, Ed.D.
Assistant Superintendent, Human Resources
National School District

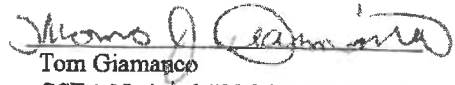
FOR CSEA:



Mona Ribada
CSEA Chapter President, National #206


Liz Alehouse
CSEA National #206, Negotiation Team


Elizabeth Vidrios
CSEA National #206, Negotiation Team


Camilla Arias
CSEA National #206, Negotiation Team


Tom Giamarco
CSEA National #206, Negotiation Team


Alfredo Alvarez
CSEA, Labor Relations Representative

Board Approval Date: _____

Agenda Item: **16.C. Approve contract #CT3631 with Frontline Technologies to provide substitute placement services for National School District (NSD) for the 2021-2022 school year.**

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

Quick Summary / Abstract: The District uses Frontline Technologies for substitute placement services. Frontline Technologies is used by all National School District (NSD) employees to report and track their absences. The system monitors the absences and notifies the substitutes of available jobs.

Frontline Technologies can alert the substitutes to new jobs through both phone and e-mail services. The District will continue to use Frontline Technologies for the 2021-2022 school year, the cost has increased from \$13,047.21 to \$13,680. The contract amount increased by \$632.79.

Recommended Motion: Approve contract #CT3631 with Frontline Technologies to provide substitute placement services for National School District (NSD) for the 2021-2022 school year.

Financial Impact: Contract cost: \$13,680.00
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3631

Frontline Education Renewal Notice

Attn: National Elementary School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2021. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions, please reach out to your Client Success Manager to discuss your concerns

Description	Start Date	End Date	Qty	Rate	Amount
Absence & Substitute Management, unlimited usage for internal employees	7/01/2021	6/30/2022	1	\$13,680.00	\$13,680.00
Total					\$13,680.00

Please use this [link](#) to confirm the renewal of your subscriptions.

Need assistance? You can reach us by calling Deborah Romero at (484) 328-4098 or by emailing us at renewals@frontlineed.com.



Laura Hughes
 Director, Client Retention and Renewals

Agenda Item: **17. BUSINESS SERVICES**

Agenda Item: **17.A. Conduct a public hearing for the 2021-2022 Annual Budget. (Exhibit C)**

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

Quick Summary / Abstract: Education Code Section 42103 requires the Governing Board of each school district to hold a public hearing before approving the final annual budget. On May 10, 2021, the public was informed that the proposed annual budget for 2021-2022 would be available for review, beginning June 4, 2021, on our District website at www.nsd.us.

The notice also informed the public that a hearing would be conducted at the Governing Board meeting of June 9, 2021. At the hearing, any resident in the District may comment on any item in the budget.

The Governing Board is scheduled to adopt the budget at the June 23, 2021 Board Meeting.

Comments: The budget also contains an attachment explaining balances in excess of minimum reserve requirements. Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

To view the budget in its entirety, see Exhibit C.

Attachments:

Balances in Excess of Reserves
EPA Account Adopted Budget
Exhibit C

Expenditures through: Adopted Budget 2021-22
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	9,286,765.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		9,286,765.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	9,286,765.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		9,286,765.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Notes:

The expenses budgeted in the Education Protection Account by the National School District are for classroom teachers salaries and benefits only.

Agenda Item: **17.B. Presentation by the Budget Reduction Task Force.**

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

Quick Summary / Abstract: Due to a multi-year trend in declining enrollment, and a budget structural deficit, National School District (NSD) administration is seeking recommendations and input for the development of a budget reduction plan. The taskforce will present recommendations for reductions to National School District's expenditures to the Governing Board and Executive Cabinet. These recommendations will be considered in a subsequent Budget Reduction Plan that will be brought to the Governing Board for approval at a future Board meeting.

Comments: The Governing Board approved a resolution on December 15, 2020, to commit to approve expenditure reductions in the amount of \$4.2 million in 2021-2022 and \$805,000 in 2022-2023.

The Governing Board met to review budget reduction scenarios on the following Board meeting dates:

December 15, 2020
January 27, 2021
February 17, 2021
February 24, 2021

A budget reduction taskforce consisting of parents, CSEA and NCETA, administration, and Governing Board representation, reviewed and discussed reductions proposed by administration and considered additional cost savings ideas.

Agenda Item: **17.C. Consideration and approval of Ms. Anne Campbell, Ms. Lori Anne Peoples, Ms. Manuela Ramirez, and Mr. David Garcia Ozua to the Measure N and Measure HH Citizens' Bond Oversight Committee (CBOC).**

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

Quick Summary / Abstract: On April 8, 2015, the Governing Board approved Resolution #14-15.27, establishing a Citizens' Oversight Committee (CBOC), approving form of bylaws, and appointing members to the committee. Four members of the current Governing Board appointed Measure N Citizens' Bond Oversight Committee have terms that are expired.

Comments: The current Governing Board appointed Measure N Citizens' Bond Oversight Committee representatives are as follows:

- Ms. Anne Campbell (Term expired), Chair, At-Large
- Ms. Lori Anne Peoples (Term Expired), Vice-Chair, Business Representative
- VACANT, Taxpayers Association
- VACANT, Senior Citizens' Organization
- Ms. Manuela Ramirez (Term Expired), Parent/Guardian
- Ms. Marisol Flores (April 2022), Parent-Teacher
- Mr. David Garcia Ozua (Term expired), At-Large

If selected, the following candidates will fill one of the four current vacancies:

Ms. Anne Campbell is a resident of National City, an active member of the Measure N Citizens' Bond Oversight Committee, a former Governing Board Member of the National School District for twenty six years, and retired Librarian from the National City Public Library. If approved, she would fill her existing but now expired At-Large Representative position on the Measure N and Measure HH CBOC.

Ms. Lori Anne Peoples is a resident of National City, an active member of the Sweetwater Kiwanis, Stein Family Farm, and of Christmas in July. Ms. Peoples previously served on the now terminated National School District Educational Foundation. If approved, she would fill her existing but now expired Business Representative position on the Measure N and Measure HH CBOC.

Ms. Manuela Ramirez is a resident of National City, an active member of the Ira Harbison Community, and the Treasurer of the Parent-Teacher Association at the school. Ms. Ramirez previously served as a member of the CBOC from 2015 through 2017. Ms. Ramirez is an active member of the District Parent Advisory Committee (DPAC). If approved, she would fill her existing but now expired Parent/Guardian Representative position on the Measure N and Measure HH CBOC.

Mr. David Garcia Ozua is a resident of National City, an active member of the National City Rotary Club, and has served as the Chair of the Civil Service Commission of National City. Additionally, Mr. Garcia Ozua has an educational background in accounting and business. If approved, he would fill his existing but now expired At-Large Representative position on the Measure N and Measure HH CBOC.

Recommended Motion: Consideration and approval of Ms. Anne Campbell, Ms. Lori Anne Peoples, Ms. Manuela Ramirez, and Mr. David Garcia Ozua to the Measure N and Measure HH Citizens' Bond Oversight Committee (CBOC).

Attachments:

- CBOC Application - Campbell
- CBOC Application - Ozua Garcia
- CBOC Application - Peoples
- CBOC Application - Ramirez



Measure N/HH Citizens' Bond Oversight Committee Application

About Measure N/HH:

Measure N/HH were passed under the rules of Proposition 39, which requires that the Board of Trustees appoint a Citizens' Bond Oversight Committee (CBOC) to monitor bond expenditures. The CBOC is responsible for reviewing expenditures related to the District's \$26,100,000 and \$30,000,000 general obligation bond, Measure N/HH, approved by the voters on November 4, 2014 and November 8, 2016.

Please print or type

Name Anne L. Campbell

Address 1129 Mary Lane

City National City Zip 91950

Home phone 619-479-9548 Work phone _____

Cell phone 619-742-4500 e-mail annecamp@pacbell.net

I would be able to represent the following constituencies: (check all that apply)

Business representative (active in a business organization representing local business)

Organization _____

Senior citizen group representative (active member in a senior citizens' organization)

Organization _____

Taxpayer association member (active member in a bona fide taxpayers' association)

Association _____

Parent/guardian of a child in the National School District

School _____

Parent/guardian of a child in the National School District AND a member of the school's parent/teacher organization

School _____

Community member at large

NATIONAL SCHOOL DISTRICT

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

Creating Successful Learners... Now

June 9, 2021



Measure N/HH Citizens' Bond Oversight Committee Application

Are you an employee of the National School District? Yes No

Are you a vendor, contractor, or consultant to the National School District? Yes No

Do you have schedule conflicts that would preclude you from attending periodic meetings? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Are you willing to annually file a Form 700 to comply with the statement of conflict of interest requirement? Yes No

Why do you want to serve on a citizens' oversight committee?

Having campaigned for two bonds for NSD, I am committed to ensuring the funds are properly allocated.

Do you have any special area of expertise or experience that you think would be helpful to the committee?

My years on the School Board provide me with expertise/experience in budgets, facilities and school operations.

If you have served on other school district, college, city, or community committees please list and briefly describe your role:

I served on the National School District Governing Board for 26 years.

I, (print name) Anne L. Campbell, attest that all answers and statements in this document are true and complete to the best of my knowledge.


(Signature)

March 5, 2021
(Date)

Completed applications shall be submitted to Yvette Olea, Business Services Division – National School District, 1500 ‘N’ Avenue, National City CA 91950, by mail, by fax at 619-336-7516, or by email to yolea@nsd.us. If you have any questions or need additional information, please contact Chris Carson, Assistant Superintendent Business Services at 619-336-7710.

NATIONAL SCHOOL DISTRICT

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June 9, 2021



Measure N/HH Citizens' Bond Oversight Committee Application

About Measure N/HH:

Measure N/HH were passed under the rules of Proposition 39, which requires that the Board of Trustees appoint a Citizens' Bond Oversight Committee (CBOC) to monitor bond expenditures. The CBOC is responsible for reviewing expenditures related to the District's \$26,100,000 and \$30,000,000 general obligation bond, Measure N/HH, approved by the voters on November 4, 2014 and November 8, 2016.

Please print or type

Name David Garcia Ozua

Address 2330 I Avenue

City National City Zip 91950

Home phone _____ Work phone _____

Cell phone 619-929-5980 e-mail ozuagarcia@gmail.com

I would be able to represent the following constituencies: (check all that apply)

- Business representative** (active in a business organization representing local business)

Organization _____

- Senior citizen group representative** (active member in a senior citizens' organization)

Organization _____

- Taxpayer association member** (active member in a bona fide taxpayers' association)

Association _____

- Parent/guardian of a child in the National School District**

School _____

- Parent/guardian of a child in the National School District AND a member of the school's parent/teacher organization**

School _____

- Community member at large**

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Measure N/HH Citizens' Bond Oversight Committee Application

Are you an employee of the National School District? Yes No

Are you a vendor, contractor, or consultant to the National School District? Yes No

Do you have schedule conflicts that would preclude you from attending periodic meetings? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Are you willing to annually file a Form 700 to comply with the statement of conflict of interest requirement? Yes No

Why do you want to serve on a citizens' oversight committee?

Do you have any special area of expertise or experience that you think would be helpful to the committee?

If you have served on other school district, college, city, or community committees please list and briefly describe your role:

I, (print name) _____, attest that all answers and statements in this document are true and complete to the best of my knowledge.

(Signature)

(Date)

Completed applications shall be submitted to Yvette Olea, Business Services Division – National School District, 1500 “N” Avenue, National City CA 91950, by mail, by fax at 619-336-7516, or by email to yolea@nsd.us. If you have any questions or need additional information, please contact Chris Carson, Assistant Superintendent Business Services at 619-336-7710.

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Please print or type

Name _____

Address _____

City _____ Zip _____

Home phone _____ Work phone _____

Cell phone _____ e-mail _____

I would be able to represent the following constituencies: (check all that apply)

- Business representative** (active in a business organization representing local business)

Organization _____

- Senior citizen group representative** (active member in a senior citizens' organization)

Organization _____

- Taxpayer association member** (active member in a bona fide taxpayers' association)

Association _____

- Parent/guardian of a child in the National School District**

School _____

- Parent/guardian of a child in the National School District AND a member of the school's parent/teacher organization**

School _____

- Community member at large**

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June 9, 2021



Measure N/HH Citizens' Bond Oversight Committee Application

Are you an employee of the National School District? Yes No

Are you a vendor, contractor, or consultant to the National School District? Yes No

Do you have schedule conflicts that would preclude you from attending periodic meetings? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Are you willing to annually file a Form 700 to comply with the statement of conflict of interest requirement? Yes No

Why do you want to serve on a citizens' oversight committee?

I feel it is my civic responsibility to be involved and give back to my community and to help shape and administer policy by applying my professional skills. I have a reputation for integrity and community service.

Do you have any special area of expertise or experience that you think would be helpful to the committee?

I have many years of communication and leadership as well as governmental records and budgetary experience.

If you have served on other school district, college, city, or community committees please list and briefly describe your role:

Many years ago I served on the NSD Educational Foundation.

I, (print name) Lori Anne Peoples, attest that all answers and statements in this document are true and complete to the best of my knowledge.

Lori Anne Peoples
(Signature)

March 5, 2021
(Date)

Completed applications shall be submitted to Yvette Olea, Business Services Division – National School District, 1500 “N” Avenue, National City CA 91950, by mail, by fax at 619-336-7516, or by email to yolea@nsd.us. If you have any questions or need additional information, please contact Chris Carson, Assistant Superintendent Business Services at 619-336-7710.

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Please print or type

Name Manuela Ramirez

Address 3015 East 7th Street

City National City Zip 91950

Home phone _____ Work phone _____

Cell phone 619-454-6989 e-mail manuelaramirez02@yahoo.com

I would be able to represent the following constituencies: (check all that apply)

Business representative (active in a business organization representing local business)

Organization _____

Senior citizen group representative (active member in a senior citizens' organization)

Organization _____

Taxpayer association member (active member in a bona fide taxpayers' association)

Association _____

Parent/guardian of a child in the National School District

School _____

Parent/guardian of a child in the National School District AND a member of the school's parent/teacher organization

School Ira Harbison School

Community member at large

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June 9, 2021



Measure N/HH Citizens' Bond Oversight Committee Application

Are you an employee of the National School District? Yes No

Are you a vendor, contractor, or consultant to the National School District? Yes No

Do you have schedule conflicts that would preclude you from attending periodic meetings? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Do you know of any reasons, such as a potential conflict of interest, which would adversely affect your ability to serve on the citizens' bond oversight committee? Yes No

Are you willing to annually file a Form 700 to comply with the statement of conflict of interest requirement? Yes No

Why do you want to serve on a citizens' oversight committee?

It is important to have parent involvement.


Do you have any special area of expertise or experience that you think would be helpful to the committee?

I have been on the committee before.

If you have served on other school district, college, city, or community committees please list and briefly describe your role:

Citizens Bond Oversight Committee member

I, (print name) Manuela Ramirez, attest that all answers and statements in this document are true and complete to the best of my knowledge.


(Signature)

March 5, 2021
(Date)

Completed applications shall be submitted to Yvette Olea, Business Services Division – National School District, 1500 ‘N’ Avenue, National City CA 91950, by mail, by fax at 619-336-7516, or by email to yolea@nsd.us. If you have any questions or need additional information, please contact Chris Carson, Assistant Superintendent Business Services at 619-336-7710.

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June 9, 2021

Agenda Item: **17.D. Adopt Resolution #20-21.48 to establish an Associate Student Body (ASB) Special Revenue Fund.**

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

Quick Summary / Abstract: The Governmental Accounting Standards Board (GASB) issued Statement 84, Fiduciary Activities, in January 2017. The requirements in GASB 84 are intended to enhance the consistency and comparability of fiduciary activity reporting by state and local governments. In addition, this statement is intended to improve the usefulness of fiduciary activity information primarily for assessing the accountability of governments in their roles as fiduciaries. The Statement was originally effective beginning 2019–2020. However, GASB recently announced that the implementation dates of GASB 84 may be postponed for one year. For GASB 84, the new effective date is 2020-2021.

California Department of Education (CDE) recommends that a Local Education Agency (LEA) review policies and procedures for each Associated Student Body (ASB) activity or club to determine whether each activity or club meets the definition of a fiduciary activity in accordance with GASB 84. ASB activities that do not meet the definition of fiduciary activities in accordance with GASB 84 are considered governmental activities and should be reported in a governmental fund, either general fund or special revenue fund 08.

From a practical perspective, opening Fund 08 will not change the functioning of how our ASB's currently operate nor will it have any impact on the District's General Fund or general responsibility. Rather, each site's ASB will provide an annual financial report at the end of each school year that will be captured in the District's Fund 08 financial statements, per the requirements of our ASB's being considered governmental activities.

Comments: If approved by the Board, Resolution #20-21.48 will authorize the establishment of fund 08 (Student Activity Special Revenue) for use in the 2020-2021 school year.

Recommended Motion: Adopt Resolution #20-21.48 to establish an Associate Student Body (ASB) Special Revenue Fund.

Attachments:
Resolution #20-21.48

Resolution #20-21.48
June 9, 2021
Page 2

I, Leighangela Brady, Secretary of 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 passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary of the Governing Board

Agenda Item: **17.E. Approve contract #CT3633 with Blackboard to provide website template, hosting, and Americans with Disabilities Act compliance for the 2021-2022 school year.**

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

Quick Summary / Abstract: Beginning in January 2018, all school district websites were required by law to be Americans with Disabilities Act (ADA) compliant. National School District (NSD) has been working to ensure compliance via manual processes. With the approval of this contract extension, Blackboard will provide the District with an upgrade to their platform, with the Ally function. Ally will scan daily for non-compliant pages and documents on our website, thus helping to ensure Americans with Disabilities Act (ADA) compliance.

Recommended Motion: Approve contract #CT3633 with Blackboard to provide website template, hosting, and Americans with Disabilities Act compliance for the 2021-2022 school year.

Financial Impact: Contract cost: \$18,379.01
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3633



Blackboard Inc.
 11720 Plaza America Drive Fl 11
 Reston, VA 20190 USA
 Phone: +1 202.463.4860
 Fax: +1.312.236.7251
 Email: operations@blackboard.com
 Tax ID: 52-2081178

New Period or Contract Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

National School District
 1500 N Ave
 National City, CA 91950-4827
 USA

Date: 04/20/2021
Customer No: 329249
Document No: CSF000357057

Customer Primary Contact: Yvette Olea

PRODUCTS AND SERVICES SUBJECT TO NEW PERIOD OR RENEWAL:

Qty	Product Code	Product Description	Start Date	End Date	Price (USD)
12	WCM-ESSN	Website and content management system software with reliable web hosting., 1 - 2,000 Users	07/01/2021	06/30/2022	12,987.52
1	WCM-ALY-IMPL-P	Web Community Engagement Ally Implementation Bundle	07/01/2021	06/30/2022	5,391.49
1	WCM-ALY-CE	- Blackboard Ally helps you modify, monitor, and report on your website content to make it more accessible for your entire community., 4,001 - 8,000 Users			

Renewal Amount (USD) 18,379.01

CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next period or contract renewal period starts on **07/01/2021**. With respect to contract renewals, per the terms of your contract your license(s) may be automatically renewed 30 days prior to the renewal period start date, and **use of the product and/or services on or beyond 07/01/2021 may result in an automatic invoice from Blackboard for the renewal amount noted above.**

Any utilization beyond licensed quantities allowed under your current contract with Blackboard may result in license fees charged in addition to the new period or contract renewal amount noted above. Please reach out to Blackboard to adjust your current license quantity if applicable.

You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Amount Due and will be added, where applicable, when invoiced. If you are exempt from paying sales tax, include your current state tax exemption certificate or forward to exemptcerts@blackboard.com.

Please review the following to ensure accurate billing:

1. Provide updated billing information if inaccurate
 2. Provide Purchase Order No., if required
-
3. Include current tax-exempt form for your institution, if applicable
 4. Purchase Orders and/or Tax-Exempt Form can be sent via any one of the following methods by **06/25/2021**:
 - Email: operations@blackboard.com
 - Fax: +1.312.236.7251
 - Mail: Blackboard Inc., 11720 Plaza America Drive Fl 11, Reston, VA 20190, USA
 5. If you do not require a Purchase Order, please provide confirmation via email that "No PO is required" to operations@blackboard.com or directly to your renewal representative.

June 9, 2021

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Agenda Item: **17.F. Approve contract #CT3845 with Cooperative Strategies for Developer Fee Justification Study Services.**

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

Quick Summary / Abstract: The State Allocation Board (SAB) adjusts statutory developer fees every even-numbered year. To increase the Level 1 fee, a district must prepare a new or updated developer fee justification study.

Under this agreement, Cooperative Strategies shall prepare Residential and Commercial/Industrial Development School Fee Justification Studies ("Studies") for the District up to year 2021. The Studies will justify statutory school fees (Level 1, developer fees), or rates, for the districts to charge developers and will also identify the full school facilities impacts to be mitigated by these types of development within the districts.

Recommended Motion: Approve contract #CT3845 with Cooperative Strategies for Developer Fee Justification Study Services.

Financial Impact: Contract revenue: \$6,750
Additional staffing cost: \$0
Other costs: \$0
One time
Developer Fees

Attachments:
CT3845



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 10th day of June, 2021 ("Effective Date"), by and between National School District at 1500 N Avenue, National City, CA 91950, hereinafter called "Client", and Cooperative Strategies, LLC at 2855 Michelle Drive, Suite 230, Irvine, CA 92606, hereinafter called "Consultant". The Parties, in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Services, Statement of Work. Client hereby retains Consultant to perform the services ("Services") set forth in the Statement of Work (the "SOW") attached as Exhibit A to this Agreement, which is hereby incorporated by reference. In the event of a conflict between this Agreement and the SOW, the SOW shall prevail for the purposes of such SOW only.

Section 1.2 No Agency. The relationship of the Parties is that of independent contractors. Nothing herein will be deemed to create an employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees. Neither Party will have the power to enter into any contracts or to incur any liabilities on behalf of the other.

ARTICLE II. OWNERSHIP; USE

Section 2.1 Consultant Materials. Consultant owns any and all work product created in the performance of this Agreement, including all intellectual property rights therein, including, but not limited to: (a) computer software (including financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments conceived, created, discovered, invented or reduced to practice ("Consultant Materials").

Section 2.2 Client's Rights and Obligations. This Agreement only entitles Client to a right to use the hard copy or electronic reports portion of the Consultant Materials (each a "Report"). Client shall not reuse Reports for any unlawful purpose. Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, members, managers, employees and subcontractors ("Consultant Indemnified Parties") against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from the unauthorized use of the Consultant Materials or Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in Consultant Materials, including the Reports. Consultant may use Consultant Materials for any purpose during the term of this Agreement or thereafter. Client agrees that Consultant has spent and will spend substantial time and effort in collecting and compiling data and information (including Client Data, as defined below) (the "Data Compilations") in order to produce the Report(s). Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or

distribution to third parties, provided that Consultant will not sell or distribute Client's Confidential Information that may be contained in Data Compilations unless such information is used on an aggregated, anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the SOW.

Section 3.2 Reserved.

Section 3.3 Invoices. Consultant shall deliver to Client an invoice for Services performed and reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed on past due accounts. Payment shall not be subject to any discounts or set-offs.

ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Services in accordance with the SOW and generally accepted industry standards and Exhibit C hereto, if applicable ("State Addendum").

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Services as required by law. Consultant shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

ARTICLE V. OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant. Client shall also satisfy any assumptions, perform any SOW obligations, and comply with all applicable laws and regulations.

Section 5.2 Client Responsibility.

(a) Client acknowledges Consultant will be using various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client ("Client Data"), and data from public agencies or third-parties ("Other Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in performing Services, and that Consultant shall not be obligated to verify the accuracy of the Client Data or Other Data or be responsible for its impact of on its work products (including without limitation the Reports)

(b) Client represents and warrants to Consultant that Client has the right to deliver the Client Data to Consultant and neither the Client Data, nor its use shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that Client Data does not contain any viruses or other damaging or disabling code.

Section 5.3 Non-Solicitation.

Client shall not solicit for employment or hire Consultant's employees during the term and for one year following the termination of this Agreement; provided, however, that this shall not prohibit Client from generalized solicitation or advertising, including the use of an independent agency or search firm whose efforts are not specifically directed at such employees. Such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.5), or (b) whose employment or solicitation has been agreed upon in writing by Consultant.

ARTICLE VI.
TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the SOW) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement with written notice to the other party in the event of a material breach which is not cured within ten (10) days. Without limiting the foregoing, if Client fails to make payments when due, Consultant may suspend Services upon notice. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (if Consultant has not terminated the Agreement), Consultant shall resume Services and the SOW shall be adjusted for the suspension period plus reasonable time and expense for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Mutual Indemnification. Each Party shall defend, indemnify and hold the other Party harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with this Agreement when such Claims arise from, relate to, or in

any way result from (i) breach of any representation or warranty in this Agreement, (ii) breach of any applicable law or (iii) gross negligence or willful misconduct. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 6.6 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.3, 6.4, 6.5, 6.6 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. It shall not include any item which: (i) the receiving party can prove was in its possession prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information in confidence and not disclose same to anyone except its employees who have a need to know and who are bound by the confidentiality and nondisclosure restrictions herein; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect Confidential Information with the same degree of care it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is required by law to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt oral and written notice, so that the latter may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII.
GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: lferchaw@coopstrategies.com; Client: _____), but each party may change the address by written notice in accordance with this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term, or a similar term, is used under applicable law. The Parties agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law, and that no actions and opinions necessary for the performance under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B supersede any and all agreements, either oral or written, between the Parties with respect to Services. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto may not be modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both Parties.

Section 8.6 Severability. If any provision in 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 without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the Parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association (AAA). If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration under subsection (b).

(b) Except as set forth in Section 7.4, upon written, served request, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the AAA and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The first and second arbitrator shall then select a third arbitrator who shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. No arbitration shall include by way of consolidation or joinder any parties or entities not a Party to this Agreement without the express written consent of Parties and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to any other rights and remedies, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all arbitrator fees and expenses and all arbitration costs.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with cause of action in favor of a third party against either Party.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for failure to perform (except for payments owing) due to circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay.

Section 8.12 Limitation of Liability. The parties intend that the Services shall not subject Consultant Indemnified Parties to personal legal exposure. Therefore, notwithstanding anything to the contrary, Client agrees that Client's sole and exclusive remedy, and any claim, demand or suit shall be directed and/or asserted only against Consultant and not against Consultant Indemnified Parties. Consultant's total liability for any cause of action, including contract, tort and otherwise, shall not exceed the sum paid to Consultant under this Agreement. The limitations of liability and exclusion of certain damages shall apply regardless of the effectiveness of any of the remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE. CONSULTANT CANNOT GUARANTEE RESULTS AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT USE OF CONSULTANT MATERIALS AND IMPLEMENTATION THEREOF WITHIN CLIENT'S ORGANIZATION IS AT CLIENT'S OWN DISCRETION AND RISK.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

National School District

By: 
Larry Ferchaw
Executive Director

By: _____

Date: May 21, 2021

Date: _____

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EXHIBIT A

STATEMENT OF WORK

**NATIONAL SCHOOL DISTRICT
DEVELOPER FEE JUSTIFICATION STUDY SERVICES**

Cooperative Strategies, LLC shall prepare a Residential and Commercial/Industrial Development School Fee Justification Studies ("Study") for National School District ("Client" or "School District") in calendar year 2021. The specific activities and tasks to be performed under this Statement of Work include the following:

Residential Development School Fee Justification Studies

ACTIVITY	TASKS
<p>1. Background Research</p>	<p>1.A. Student Generation Factors</p> <p>Cooperative Strategies will calculate student generation factors ("SGF") by housing category (i.e., single family detached and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of the School District to residential data provided from the County Office of the Assessor ("Assessor").</p>
	<p>1.B. Existing School Facilities Capacity</p> <p>Cooperative Strategies will review the school facilities capacity of the School District as reported on SAB Form 50-02 to determine the number of students that can be adequately housed at each school level. In the absence of SAB Form 50-02, Cooperative Strategies will work with the School District to calculate the school facilities capacity based on an inventory of classrooms being utilized by the School District and their corresponding student loading standards at each school level.</p>
	<p>1.C. Future Residential Units</p> <p>Cooperative Strategies will review general plans and specific plans of jurisdictions (e.g., city or county) served by the School District, as well as tentative and final tract maps in the School District and other data to estimate the number of future residential units by housing category that can be constructed within the School District.</p>

ACTIVITY	TASKS
<p>2.</p> <p>Determine School Facility Needs</p>	<p>2.A. Existing Capacity vs. Student Enrollment</p> <p>Cooperative Strategies will compare existing enrollment to facilities capacity as determined in Task 1.B. to determine whether any surplus seats exist to house students generated from future residential units. Cooperative Strategies will compare the enrollment to the capacity by school level.</p>
	<p>2.B. Student Enrollment Projections</p> <p>Cooperative Strategies will project the number of students to be generated by housing category and school level from future residential units within the School District. Enrollment projections will be based on SGFs calculated in Task 1.A. and future units identified in Task 1.C.</p>
	<p>2.C. School Facility Needs</p> <p>This task involves determining the number and type of school facilities by school level that will need to be expanded by the School District based on the projected enrollment calculated in Task 2.B. and the capacity of existing school facilities analyzed in Task 2.A. Cooperative Strategies will determine the amount of facility expansion needed to adequately house all of the students at build-out.</p>
<p>3.</p> <p>School Facilities Impact Per Housing Category</p>	<p>3.A. School Facility Costs</p> <p>Cooperative Strategies will review and analyze documents of the School District to estimate the cost of constructing or expanding the school facilities identified in Task 2.C. If the School District cannot provide Cooperative Strategies with sufficient/adequate cost information regarding the construction or expansion of school facilities, Cooperative Strategies will estimate school facility expansion costs based on square footage and cost allowances established by the Office of Public School Construction.</p>

ACTIVITY	TASKS
	<p>3.B. School Facilities Impact Analysis for Residential Development</p> <p>Cooperative Strategies will estimate the full school facilities impacts per unit and square foot of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on data and material assembled in Activities 1, 2, and 3. If full school facilities impacts per square foot of residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.</p>
<p>4. Study Preparation</p>	<p>4.A. Study Preparation</p> <p>Cooperative Strategies will prepare one draft and one final version of the report presenting the findings of the Residential Study. Cooperative Strategies shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.</p>

Commercial/Industrial Development School Fee Justification Studies

ACTIVITY	TASKS
<p>5. School Facilities Impact Per Commercial/Industrial Building</p>	<p>5.A. Employer Research</p> <p>Cooperative Strategies will determine the employment generation rates per building square foot and per gross acre by commercial/industrial building and the employee migration factor for the School District. Cooperative Strategies will determine employment generation rates and employee migration factors by reviewing prior Studies prepared for the School District or analyzing data provided by the San Diego Association of Governments ("SANDAG") and the Bureau of the Census.</p>

ACTIVITY	TASKS
	<p>5.B. Commercial/Industrial Fee Analysis</p> <p>Cooperative Strategies will estimate the amount of developer impacts per square foot of floor space for each commercial/industrial building identified in Task 1.A., based on <u>prototypical</u> land use units of 1,000 square feet of floor space each. This task includes the following subtasks:</p> <p>i. Employment Impacts</p> <p>Cooperative Strategies will estimate the on-site employment impact of a prototypical land use unit. Employment impacts will be determined by land use and industry type, based on employment generation factors identified in Task 1.A.</p> <p>ii. Household Impacts</p> <p>Cooperative Strategies will estimate, for each commercial/industrial building, the number of new households that will (i) locate within the School District, and (ii) generate additional demand for school facilities, based on the Employment Impacts per commercial/industrial building unit from Subtask 5.B.i. This subtask consists of six additional duties, all but one of which will be applied separately to each commercial/industrial building identified in Subtask 5.B.i.</p> <ul style="list-style-type: none"> a) Estimate the current number of workers per household within the School District (if possible, by commercial/industrial building) based on current housing and employment estimates by state and county agencies, supplemented by the Census and other available data. b) For each commercial/industrial building, project the number of new "total households" established by persons employed within the School District, <u>wherever</u> these households may reside, based on Subtasks 5.B.i. and 5.B.ii.a). This is the total household impact.

ACTIVITY	TASKS
	<p>c) For each commercial/industrial building, estimate the propensity to migrate, i.e., the percentage of new total households identified in Subtask 5.B.ii.b). that will reside within the School District, based on employee residence information from the Census and other sources.</p> <p>d) For each commercial/industrial building, project the number of new "local households" that will locate within the School District as a direct result of commercial/industrial development within the School District, based on Subtasks 5.B.ii.b). and 5.B.ii.c). This is the local household impact.</p> <p>e) Estimate the propensity to occupy new housing, i.e., the percentage of new local households that will reside in new housing units or displace existing households that will move into new housing units.</p> <p>The total percentage of new local households falling into these categories will be derived from the current ratios of new to existing home sales in the general School District area, as indicated by the Department of Finance, Dataquick, and other sources.</p> <p>f) For each commercial/industrial building, project the number of new "net local households" that will locate within the School District as a result of commercial/industrial development within the School District, based on Subtasks 5.B.ii.d). and 5.B.ii.e). This is the net local household impact.</p> <p>iii. Student Generation impacts by School Level</p> <p>Cooperative Strategies will estimate student generation impacts by School Level for each commercial/industrial building. This subtask consists of two additional duties:</p> <p>a) Estimate student enrollment increases for each commercial/industrial building, based on SGFs calculated in Task 1.A. of the Residential Study and the net local household impacts per commercial/industrial building unit from Subtask 5.B.ii.f).</p>

ACTIVITY	TASKS
	<p>b) Estimate additional student enrollment increases for each commercial/industrial building based on (i) employment-related interdistrict transfer rates and (ii) estimated student enrollment increases per commercial</p> <p>The sum of both student enrollment increases from Subtasks 5.B.iii.a). and 5.B.iii.b). is the student generation impact.</p> <hr/> <p>5.C. School Facilities Impact Analysis for Commercial / Industrial Development</p> <p>Cooperative Strategies will estimate the full school facilities impacts per 1,000 square feet of commercial/industrial floor space that must be mitigated by each commercial/industrial building.</p> <p>If the full school facilities impacts per square foot of commercial /industrial floor space for commercial/industrial building are less than the difference between the average Residential Impact per building square foot and the new Statutory School Fee, then the full impacts for that commercial/industrial building may be charged to the developer.</p>
<p>6. Study Preparation</p>	<p>6.A. Study Preparation</p> <p>Cooperative Strategies will prepare one draft and one final version of the report presenting the findings of the Commercial/Industrial Study. Cooperative Strategies shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.</p>

Studies Adoption Assistance

ACTIVITY	TASKS
<p>7. Assistance in Adoption of Studies</p>	<p>7.A. Respond to Public Comments</p> <p>Cooperative Strategies will review any written comments received from members of the development community related to the Studies and assisting staff of the School District and legal counsel provide written responses to such comments.</p>
	<p>7.B. Preparation and Attendance at Meetings</p> <p>Cooperative Strategies will work with staff of the School District and legal counsel to prepare for any meetings with members of the development community prior to or after the adoption of the Studies. Cooperative Strategies, at the request of the School District, will participate in such meetings to provide data or explanation for the Fee Studies.</p>
	<p>7.C. Attendance at Meetings of the Governing Board</p> <p>Cooperative Strategies will attend one (1) meeting where the public hearing and/or consideration of the Studies occurs. Cooperative Strategies shall be prepared to present the Studies or answer any questions from members of the Governing Board or public related to the Studies.</p>

EXHIBIT B

FEE SCHEDULE

**NATIONAL SCHOOL DISTRICT
DEVELOPER FEE JUSTIFICATION STUDY SERVICES**

The proposed fees for Cooperative Strategies to prepare the Developer Fee Justification Study for National School District (“School District or “Client”) as described in Exhibit A are outlined in the table below. Cooperative Strategies shall invoice on a monthly basis representing the percentage of work completed.

SERVICE DESCRIPTION	PROPOSED FEE
Developer Fee Study	\$6,750 (inclusive of expenses)

Agenda Item: **17.G. Approve contract #CT3848 with Nyhart Actuary & Employee Benefits to perform the Other Post-Employment Benefits Actuarial Valuation for the National School District (NSD).**

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

Quick Summary / Abstract: Approval of this contract will allow the District to comply with Governmental Accounting Standards Board (GASB) statements 45, 68, and 75 related to Other Post-Employment Benefits (OPEB), which refers to benefits earned during employment, but used after employment has ended. The most common example of post-employment benefits, other than pensions, is retiree health benefits. GASB statements require an annual study to report the accrued OPEB costs and obligations in the National School District audited financial statements.

Comments: Most school districts pay for post-employment health benefits on a "pay-as-you-go" basis to employees who retire and qualify for post-retirement health benefits. Until implementation of GASB 45, school districts have not been required to set funds aside to pay for future retiree health benefits. GASB 45 proposed to change this by requiring school districts to report this unfunded liability in their audited financial statements. As school districts begin to fund this liability, it will take from their future years' budgets and leave less funding for other types of employee compensation.

Recommended Motion: Approve contract #CT3848 with Nyhart Actuary & Employee Benefits to perform the Other Post-Employment Benefits Actuarial Valuation for the National School District (NSD).

Financial Impact: Contract cost:
\$6,750 for fiscal year ending 6/30/2022
\$2,400 for fiscal year ending 6/30/2023
\$9,150 in total for this agreement
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3848



**THE HOWARD E. NYHART COMPANY, INC. (“NYHART”)
SERVICE AGREEMENT (“AGREEMENT”)**

Agreement Between Nyhart, and:

Client Name:	National School District
Primary Contact Name:	Arik Avanesyans, Assistant Superintendent Business Services
Primary Contact Address:	1500 N Avenue
	National City, CA 91950
Primary Contact Phone:	(619) 336-7717
Primary Contact Email:	

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

Nyhart will provide the following actuarial services:

- Updated December 31, 2021 OPEB actuarial valuation and report for compliance with GASB 75 for FYE 6/30/2022 including:
 - Kick off conference call
 - Data collection and analysis for full actuarial valuation
 - Conference call to review valuation report
- Roll-forward Valuation and GASB 75 Report for FYE 6/30/2023.

Fees for services provided by Nyhart

The fees listed below are subject to annual adjustments.

<u>Service</u>	<u>Fee</u>
Updated December 31, 2021 OPEB Actuarial Valuation and GASB 75 Report for Compliance for FYE 6/30/2022*	\$6,750
Roll-forward Valuation and GASB 75 Report for FYE 6/30/2023**	\$2,400

* Will incorporate updated census, premiums and, if applicable, assets as of the Valuation Date (12/31/2021).

**Net OPEB Liability will reflect liability timing adjustment and discount rate based on a Measurement Date of 12/31/2022.

Client will be invoiced at the end of each month for work in progress.

Please select the method of delivery of your invoice:

- I would like my invoice sent electronically to the primary contact's email address.
- I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name

Invoice recipient email address

Invoice recipient address

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to OPEB actuarial services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- CalPERS Pension Related (e.g. GASB 68 Support, Section 115 Supplemental Funding Trusts)
- Health Care Reform financial impact consulting
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- Flex Accounts – FSA, HRA, & HSA consulting and administration
- What-if Modeling for health plan design and carrier changes
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or

- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart’s services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party’s representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys’ fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contribution to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or mission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

National School District

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____

Agenda Item:	17.H. Accept gifts.
Speaker:	Mr. Arik Avanesyans, Assistant Superintendent, Business Services
Rationale:	<ol style="list-style-type: none"> 1. \$4.10 from Box Tops for Education to Central School for any school needs. 2. \$400.00 from Mission Federal Credit Union to National School District for staff appreciation gifts.
Quick Summary / Abstract:	<ul style="list-style-type: none"> • Box Tops for Education® is one of the nation’s largest school fundraising loyalty programs and has been helping schools succeed since 1996. With over 250 participating products, it’s an easy way for schools to earn cash for the things they need. • Mission Federal Credit Union is a community partner with an interest in supporting local youth.
Comments:	National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.
Recommended Motion:	Accept gifts.

Agenda Item:

18. BOARD/CABINET COMMUNICATIONS

Agenda Item: **19. ADJOURNMENT**