



Governing Board Agenda

August 11, 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 to participate in the meeting should contact the Superintendent’s Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, August 11, 2021

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

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

<https://youtu.be/urBJqlcVh50>

AGENDA

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

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

Creating Successful Learners... Now

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMUNICATIONS

Ms. Maria Dalla,
Board President

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) 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 unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

4. ADJOURN TO CLOSED SESSION

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

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

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

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

8. PLEDGE OF ALLEGIANCE

9. ROLL CALL

10. PRESENTATIONS

10.A. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

11. PUBLIC COMMUNICATIONS

Ms. Maria Dalla,
Board President

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) 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 unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

12. AGENDA

12.A. Accept Agenda.

Ms. Maria Dalla,
Board President

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Ms. Maria Dalla,
Board President

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.

13.A. Minutes

13.A.I. Approve the minutes of the Regular Board Meeting held on June 23, 2021.

Dr. Leighangela
Brady, Superintendent

13.A.II. Approve the minutes of the Regular Board Meeting held on July 7, 2021.

Dr. Leighangela
Brady, Superintendent

13.A.III. Approve the minutes of the Special Board Meeting held on July 20, 2021.

Dr. Leighangela
Brady, Superintendent

13.B. Administration - None

Dr. Leighangela
Brady, Superintendent

13.C. Human Resources

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

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

13.C.II. Accept the employee resignations/retirements.	Dr. Leticia Hernandez, Assistant Superintendent, Human Resources
13.D. Educational Services - None	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services
13.E. Business Services	
13.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.	Mr. Arik Avanesyans, Assistant Superintendent, Business Services
14. GENERAL FUNCTIONS	
14.A. Presentation on the reopening of schools for the 2021-2022 school year.	Dr. Leighangela Brady, Superintendent
14.B. Adopt Resolution #21-22.02 terminating Resolution #19-20.22 delegating the authority to take necessary action to protect students and staff from the spread of Coronavirus (COVID-19).	Dr. Leighangela Brady, Superintendent
14.C. Adopt Resolution #21-22.03 regarding absence of Board Member Ms. Alma Sarmiento due to illness.	Dr. Leighangela Brady, Superintendent
14.D. Adopt Resolution #21-22.04 regarding absence of Board Member Ms. Alma Sarmiento due to illness.	Dr. Leighangela Brady, Superintendent
14.E. Approve contract #CT3868 with California School Boards Association to include services for online board policies and online agenda for the 2021-2022 school year.	Dr. Leighangela Brady, Superintendent
14.F. Approve memberships for the California School Boards Association and the Education Legal Alliance for the 2021-2022 school year.	Dr. Leighangela Brady, Superintendent
15. POLICIES, REGULATIONS, BYLAWS	
15.A. Second reading of Board Policy 0415 - Equity.	Ms. Maria Dalla, Board President
15.B. Adopt Board Policy and Administrative Regulation 6158 – Independent Study.	Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

16. EDUCATIONAL SERVICES

16.A. Approve the purchase of a digital subscription for Microsoft Licenses from True Cloud for all National School District sites for the school 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.B. Approve the National School District's adopted instructional materials list for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.C. Amend Memorandum of Understanding #CT3800 with San Diego County Office of Education for District subsidized internet access through their San Diego County of Education Broadband Connectivity Program.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.D. Approve contract #CT3864 with the City of National City to provide National City Police Department School Resource Officers for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.E. Approve contract #CT3867 with San Diego Project Heart Beat to provide services for 13 Automatic External Defibrillator units on site for the 2021-2022 and 2022-2023 school years.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

16.F. Approve Memorandum of Understanding #CT3871 with The Regents of the University of California to offer free parent education workshops for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

17. HUMAN RESOURCES

17.A. Authorize the Assistant Superintendent of Human Resources to hire temporary employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

17.B. Approve Declaration of Need for fully qualified educators for the 2021-2022 school year.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

18. BUSINESS SERVICES

18.A. Presentation on Proposed Transportation Department Reorganization.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.B. Approve change order submitted by Jackson & Blanc for contract #CT3821 HVAC Replacement on Modular Buildings.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.C. Approve Resolution #21-22.05 authorizing Conveyance of an Easement to NC Galleria LLC.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.D. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Architectural Services.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.E. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Financial Advisory services.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.F. Authorize the Assistant Superintendent of Business Services to advertise for scanning and reprographic service contractors.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.G. Authorize the Assistant Superintendent of Business Services to advertise for proposals from qualified firms to provide Other Post-Employment Benefits and/or Pension trust fund management services.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

18.H. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications in preparation for assessing and implementing comprehensive energy conservation and energy related capital improvement services.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

19. BOARD/CABINET COMMUNICATIONS

20. ADJOURNMENT

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

Agenda Item: **2. ROLL CALL**

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

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

Agenda Item: **3. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary / Public communication provides the public with an opportunity to
Abstract: address the Board regarding an item on the agenda or other topic.
Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) 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 unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

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

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

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

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: **6. RETURN TO OPEN SESSION**

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

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

Agenda Item: **9. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Maria Dalla, Board President

Ms. Maria Betancourt-Castañeda, Board Clerk

Ms. Alma Sarmiento, Trustee

Ms. Michelle Gates, Trustee

Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **10. PRESENTATIONS**

Agenda Item: **10.A. 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 July 20, 2021 Special Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 8/11/21		
Name	Position	Location
Holly Bauer	Child Nutrition Services Area Supervisor	Child Nutrition Services
Kassandra Chavez	School Counselor	Lincoln Acres School
Alyssa Hage	Instructional Assistant-Special Education	Rancho de la Nación School
Mary Grace Sanchez	Instructional Assistant-Special Education	Ira Harbison School
Anna Siquieros	Instructional Assistant-Special Education	Palmer Way School

Agenda Item: **11. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) 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 unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item: **12. AGENDA**

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

Speaker: Ms. Maria Dalla, Board President

Recommended
Motion: Accept Agenda

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

Agenda Item: **13.A.I. Approve the minutes of the Regular Board Meeting held on June 23, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes- 06/23/2021

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

June 23, 2021

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://drive.google.com/drive/u/0/folders/16qPwecrycsGwysr8lhUjy3XmJQMLHKZ2>

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 4:05 p.m.

2. ROLL CALL

Attendance taken at 4:06 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.

3. PUBLIC COMMUNICATIONS

None.

4. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:05 p.m. to 5:50 p.m.

In closed session, the Governing Board voted unanimously to appoint Ms. Daniza Montero as the new Principal of Rancho De La Nación School.

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

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

8. PLEDGE OF ALLEGIANCE

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

9. ROLL CALL

Attendance taken at 6:04 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.

10. PRESENTATIONS

10.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.

11. PUBLIC COMMUNICATIONS

None.

12. AGENDA

12.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

13. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of the Consent Agenda 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

13.A. Minutes

13.A.I. Approve the minutes of the Regular Board Meeting held on June 9, 2021.

13.B. Administration

13.C. Human Resources

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

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

13.D. Educational Services

13.D.I. Amend contract #CT3045 with YMCA of San Diego County for After School Education & Safety (ASES) Program to extend the grant funds from the 2020-2021 school year through December 31, 2021.

13.D.II. Approve contract #CT3856 with Presence Learning to provide Special Education Services for the 2021-2022 school year.

13.D.III. Amend Memorandum of Understanding with SBCS for the Prevention Early Intervention Grant for the 2021-2022 school year.

13.D.IV. Approve the purchase of a digital subscription renewal for Mystery Science licenses for all National School District sites for the 2021-2022 school year.

13.D.V. Approve the purchase of a digital subscription renewal for Thrively licenses for all National School District sites for the 2021-2022 school year.

13.D.VI. Approve the purchase of a digital subscription renewal for TIG (Technology Integration Group) software for all National School District sites for the 2021-2022 school year.

13.D.VII. Approve the purchase of a digital subscription renewal for Discovery Education licenses for all National School District sites for the school year 2021-2022.

13.E. Business Services

13.E.I. Authorize temporary transfer of cash between funds during the 2021-2022 fiscal year.

13.E.II. Approve destruction of records that have met the minimum retention requirements or have been microfilmed/scanned in accordance with Title 5 of the California Administrative Code.

13.E.III. Authorize the Assistant Superintendent of Business Services to advertise for Notice Inviting Prequalification for contractors

13.E.IV. Authorize the Assistant Superintendent of Business Services to advertise for work to be done for Bid 21-22-197 Window Coverings at Multiple School Sites.

13.E.V. Adopt Resolution #20-21.50 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.

13.E.VI. Adopt Resolution #20-21.51 authorizing National School District to participate in the California Multiple Awards Schedule (CMAS) program for the purchase of materials, equipment, and supplies.

13.E.VII. Adopt Resolution #20-21.52 authorizing National School District to participate in the Sourcewell public contract, for the purchase of supplies, materials and equipment.

13.E.VIII. Adopt Resolution #20-21.53 authorizing National School District to participate in the CalSAVE program for the acquisition of materials, equipment, and supplies.

13.E.IX. Adopt Resolution #20-21.54 authorizing National School District to participate in the National Association of State Procurement Officials (NASPO) Valuepoint program for the acquisition of materials, equipment and supplies.

13.E.X. Adopt Resolution #20-21.55 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment and supplies.

13.E.XI. Adopt Resolution #20-21.56 authorizing National School District to participate in the California Network and Telecommunications (CALNET) program for the purchase of communications and network services, materials, equipment, and supplies.

13.E.XII. Adopt Resolution #20-21.57 authorizing National School District to participate in the PEPPM Technology Bidding and Purchasing Program for the acquisition of technology equipment, software and supplies.

13.E.XIII. Adopt Resolution #20-21.58 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13-18/19 Apple Computer Products, Services, and Related Items).

13.E.XIV. Adopt Resolution #20-21.59 authorizing contracting to piggyback Request For Proposal (RFP) and award documents from the Fullerton School District for the purchase of frozen and refrigerated food piggyback contract (RFP 2019-04).

14. GENERAL FUNCTIONS

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

Dr. Brady updated the Governing Board on how the District is preparing for the 2021-2022 school year and discussed the District's plans for a full in-person return scheduled for July 26, 2021. She included new guidelines that will take effect July 1, 2021.

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

Motion Passed: Adjustment of monthly stipend 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

15. POLICIES, REGULATIONS, BYLAWS

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

Motion Passed: Following discussion, adoption of Administrative Regulation 1312.4 passed with a motion by Ms. Maria 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

16. EDUCATIONAL SERVICES

16.A. Approve National School District's 2021-2022 Local Control Accountability Plan (LCAP). (Exhibit A)

Motion Passed: Following discussion, approval of National School District's 2021-2022 Local Control Accountability Plan (LCAP) 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

16.B. Approve the National School District Local Control Accountability Plan (LCAP) Federal Addendum for the 2021-2022 school year. (Exhibit B)

Motion Passed: Following discussion, approval of the National School District Local Control Accountability Plan (LCAP) Federal Addendum 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

16.C. Public Hearing to Consider and Adopt Resolution #20-21.60 concerning Renewal Petition submitted by Integrity Charter School. (Exhibit C)

Board President, Ms. Maria Dalla, opened the public hearing at 6:42 p.m.

Board President, Ms. Maria Dalla and Dr. Brady, shared information on Integrity Charter School. Dr. Susan Fahey, Executive Director, Integrity Charter School, answered questions from the Governing Board, there were no public speakers.

Board President, Ms. Maria Dalla, closed the public hearing at 6:57 p.m.

16.C. Adopt Resolution #20-21.60 concerning Renewal Petition submitted by Integrity Charter School. (Exhibit C)

Motion Passed: Adoption of Resolution #20-21.60 passed with a motion by Ms. Michelle Gates and a second by Ms. Alma Sarmiento

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

16.D. Approve contract #CT3846 with EdTheory to provide Special Education Services for the 2021-2022 school year.

Motion Passed: Following discussion, approval of contract #CT3846 passed with a motion by Ms. Rocina Lizarraga 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

16.E. Approve contract #CT3857 Operations Memorandum of Understanding between Integrity Charter School and the National School District Governing Board, effective July 1, 2021, through June 30, 2026.

Motion Passed: Approval of contract #CT3857 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

16.F. Approve contract #CT3858 Special Education Memorandum of Understanding with Integrity Charter School.

Motion Passed: Following discussion, approval of contract #CT3858 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

16.G. Approve service agreement #CT3834 with SBCS Corporation for the Family Resource Center program for the 2021-2022 school year.

Motion Passed: Approval of service agreement #CT3834 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

17. HUMAN RESOURCES

17.A. Approve contract #CT3851 with PowerSchool to provide Human Resources online product solutions for the 2021-2022 school year.

Motion Passed: Approval of contract #CT3851 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

17.B. Approve job description for Coordinator of Student Support Services.

Motion Passed: Approval of job description 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

18. BUSINESS SERVICES

18.A. Approve the Estimated Actual Budget for 2020-2021 (Exhibit D) and adopt the 2021-2022 Proposed Budget for all funds.

Motion Passed: Following discussion, approval of the Estimated Actual Budget and adoption of the 2021-2022 Proposed Budget for all funds 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

18.B. Adopt Resolution #20-21.49 for the use of Education Protection Account (EPA) funds for the 2021-2022 school year.

Motion Passed: Adoption of Resolution #20-21.49 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

18.C. Authorize the Assistant Superintendent of Business Services to file waiver under the authority of the California Education Code Sections 46206(a) and 47612.6, to waive Education Code sections 46201(a) and 47612.5, the audit penalty for offering insufficient instructional minutes during the 2019-2020 school year.

Motion Passed: Following discussion, Authorization for the Assistant Superintendent of Business Services to file the waiver 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

18.D. Amend three year contract #CT3736 with Questys Solutions to update hosting service agreement.

Motion Passed: Amendment of three year contract #CT3736 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

18.E. Accept gifts.

Motion Passed: Acceptance of gifts 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

19. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento had no comments.

Ms. Betancourt-Castañeda wished Ms. Dalla a happy birthday. She welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She spoke about the unfortunate incident that happened at the Coronado Unified School District and shared a positive message for parents and all those affected. She reminded everyone to always be respectful and mindful of other's feelings. She thanked Ms. Dalla for speaking at Coronado's Special Board meeting on behalf of National School District.

Ms. Gates welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She recognized Ms. Sandy Ellis for the kindness and support provided during her career at the National School District. She wished Ms. Dalla a happy birthday and thanked her for always helping them be their best selves and leading by example. She shared information on the Box Tops phone app that is available.

Ms. Lizarraga welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She thanked Dr. Hernandez and Mr. Avanesyans for their work and for always ensuring proper procedures are followed in benefit of the District. She shared a positive message for parents and those affected by the recent events at Coronado Unified School District. She wished Ms. Dalla a happy birthday and wished everybody a good night.

Dr. Hernandez welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She thanked Mr. Oscar Gil for his support to parents and his vested interest. She wished Ms. Dalla a wonderful birthday.

Mr. Avanesyans wished Ms. Dalla a happy birthday. He shared he and Mr. David Castillo have been doing site walks in the past few weeks and shared his observations. He shared his appreciation to the grounds and facilities staff for all the work they do in preparation for a new school year.

Dr. Brady invited the Governing Board to visit the Extended School Year and REACH for Joy program sites. She thanked Ms. Dalla for speaking at the Coronado Unified School District Special Board meeting, in response to the act of racism. She also thanked her for her leadership and dedication to all children. She expressed she is proud to work for the National School District and wished Ms. Dalla a happy birthday.

Ms. Dalla thanked everyone for their kind words. She congratulated Dr. Susie Fahey, Integrity Charter School, for the great job the school is doing. She welcomed the new employees, Ms. Daniza Montero and Ms. Perla Gallegos to National School District. She spoke about the unfortunate incident that happened at the Coronado Unified School District and shared her support for their Governing Board. She shared a positive message and encouraged everyone to continue to stand together and work hard to make these issues disappear. She wished everyone a good night.

20. ADJOURNMENT

Closed session was held from 4:05 p.m. to 5:50 p.m.

In closed session, the Governing Board voted unanimously to appoint Ms. Daniza Montero as the new Principal of Rancho De La Nación School.

Board President, Ms. Maria Dalla, adjourned the meeting at 7:29 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **13.A.II. Approve the minutes of the Regular Board Meeting held on July 7, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board Minutes- 07/07/2021

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

July 07, 2021

6:00 PM

Administrative Center

1500 "N" Avenue

National City, CA 91950

<https://youtu.be/R7VFFig8Qdg>

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 4:34 p.m.

2. ROLL CALL

Attendance taken at 4:34 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Absent:

Ms. Rocina Lizarraga

Ms. Alma Sarmiento

Updated Attendance:

Ms. Rocina Lizarraga was updated to present at: 4:40 p.m.

Ms. Vanessa Ceseña took roll call.

3. PUBLIC COMMUNICATIONS

None.

4. ADJOURN TO CLOSED SESSION

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

Closed session was held from 4:34 p.m. to 5:50 p.m.

No action was taken in closed session.

6. RETURN TO OPEN SESSION

7. CALL TO ORDER

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

8. PLEDGE OF ALLEGIANCE

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

9. ROLL CALL

Attendance taken at 6:04 p.m.:

Present:

Ms. Maria Betancourt-Castañeda

Ms. Maria Dalla

Ms. Michelle Gates

Ms. Rocina Lizarraga

Absent:

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

10. PUBLIC COMMUNICATIONS

None.

11. AGENDA

11.A. Accept Agenda.

Motion Passed: Acceptance of the Agenda 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

Absent Ms. Alma Sarmiento

12. APPROVE CONSENT AGENDA/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approval of the Consent Agenda, except for item 12.A. and correction to item 12.C.I, 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

Absent Ms. Alma Sarmiento

Per staff request, agenda item 12.A was pulled and will be brought forth at a future meeting.

Subsidiary Motion Passed: Acceptance of Consent Agenda item 12.C, correction of Language Arts Specialist to Speech and Language Pathologist, 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

Absent Ms. Alma Sarmiento

12.A. Minutes

Per staff request, agenda item 12.A was pulled and will be brought forth at a future meeting.

12.A.I. Approve the minutes of the Regular Board Meeting held on June 23, 2021.

12.B. Administration

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

12.C. Human Resources

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

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

12.D. Educational Services

12.E. Business Services

12.E.I. Adopt Resolution #21-22.01 to designate authorized representative to San Diego County Schools Fringe Benefits Consortium (FBC) for fringe benefits programs.

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

13. POLICIES, REGULATIONS, BYLAWS

13.A. Discussion of existing Board Policy 0415- Equity.

Governing Board members and Executive Cabinet discussed existing Board Policy 0415- Equity and will be brought forth at a future meeting with suggested changes.

14. GENERAL FUNCTIONS

14.A. Presentation and discussion on Board meeting streaming options.

Mr. Bryan Lucero, Electronic Systems Technician, gave a presentation regarding streaming options for future Board meetings and received feedback from the Governing Board on next steps.

15. EDUCATIONAL SERVICES

15.A. Amend contract #CT3451 with Rady Children's Hospital San Diego for an increase in the provision of student health services.

Motion Passed: Following discussion, amendment to contract #CT3451 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

Absent Ms. Alma Sarmiento

15.B. Approve contract #CT3854 Memorandum of Understanding with San Diego County Superintendent of Schools to provide a Multilingual California Project Grant for the National School District for the 2021-2022 school year.

Motion Passed: Following discussion, approval of contract #CT3854 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

Absent Ms. Alma Sarmiento

15.C. Approve contract #CT3861 with T-Mobile for Internet service for hotspot devices for the 2021-2022 school year.

Motion Passed: Following discussion, approval of contract #CT3861 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

Absent Ms. Alma Sarmiento

16. HUMAN RESOURCES

16.A. Approve consultant contract #CT3847 with SWING Education to provide substitutes and tutoring services for the 2021-2022 school year.

Motion Passed: Following discussion, approval of consultant contract #CT3847 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

Absent Ms. Alma Sarmiento

16.B. Approve increased rate of pay for substitute teachers.

Motion Passed: Following discussion, approval of increased rate 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

Absent Ms. Alma Sarmiento

17. BUSINESS SERVICES

17.A. Presentation and acceptance of the GASB No.75 Actuarial Valuation Report for the National School District Other Post-Employment Benefits.

Ms. Sandy Dekalb shared the GASB No.75 Actuarial Valuation Report for the National School District Other Post-Employment Benefits, conducted by Nyhart Actuary & Employee Benefits.

Motion Passed: Following discussion, acceptance of the GASB No.75 Actuarial Valuation Report 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

Absent Ms. Alma Sarmiento

17.B. Approve contract #CT3651 for Bid #18-19-193 to Diamond Jack Enterprises, for Fresh Fruit and Vegetables.

Motion Passed: Following discussion, approval of contract #CT3651 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

Absent Ms. Alma Sarmiento

17.C. Approve contract #CT3849 with Dannis Woliver Kelley Attorneys at Law (DWK), to provide bond and disclosure counsel legal services.

Motion Passed: Approval of contract #CT3849 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

Absent Ms. Alma Sarmiento

17.D. Approve contract #CT3850 with Dannis Woliver and Kelley (DWK), Attorneys at Law for legal services.

Motion Passed: Following discussion, approval of contract #CT3850 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

Absent Ms. Alma Sarmiento

17.E. Approve contract #CT3844 with Fagen Friedman & Fulfroost LLP for legal services.

Motion Passed: Approval of contract #CT3844 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

Absent Ms. Alma Sarmiento

17.F. Accept gifts.

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

Yes Ms. Maria Betancourt-Castañeda

Yes Ms. Maria Dalla

Yes Ms. Michelle Gates

Yes Ms. Rocina Lizarraga

Absent Ms. Alma Sarmiento

18. BOARD/CABINET COMMUNICATIONS

Ms. Lizarraga thanked Mr. Bryan Lucero for his presentation and stated she is happy with the options provided. She sent her well wishes to Ms. Sarmiento. She shared she is happy to be on the dais and wished everyone a good night.

Ms. Gates thanked Executive Cabinet for answering her questions and she shared she is looking forward to the student's full return to school.

Ms. Betancourt-Castañeda thanked the presenters and shared she is excited for families to continue viewing the Governing Board meetings virtually. She wished everyone a wonderful rest of summer vacation and is looking forward to the students and staffs full return to school. She congratulated Ms. Sandy Ellis on her retirement and wished everyone a good evening.

Mr. Avanesyans thanked the Transportation department and acknowledged their work during the summer break.

Dr. Hernandez thanked the Child Nutrition Services team for continuously working through the year and wished everyone a good night.

Dr. Kraft thanked the Technology department for their continued work during the pandemic. She shared details regarding the Independent Study survey and new Legislation surrounding this option. She shared she is excited for the beginning of the new school year.

Dr. Brady thanked Mr. Bryan Lucero for his presentation and wished Ms. Mona Ribada a happy birthday. She reminded the Governing Board of the upcoming all staff, welcome back event that will be held on July 21, 2021, at Lincoln Acres School, also celebrating National School District's 150th anniversary.

Ms. Dalla thanked Mr. Bryan Lucero for his presentation and for being proactive with the streaming project. She mentioned that June 30, 2021 was Ms. Sandy Ellis' last day at National School District, she congratulated her on her retirement and shared Ms. Ellis touched many lives during her career. She wished everyone a good night.

19. ADJOURNMENT

Closed session was held from 4:34 p.m. to 5:50 p.m.

No action was taken in closed session.

Board President, Ms. Maria Dalla, adjourned the meeting at 7:59 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **13.A.III. Approve the minutes of the Special Board Meeting held on July 20, 2021.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Board Minutes- 07/20/21

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

July 20, 2021
4:30 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Ms. Maria Dalla, called the meeting to order at 4:31 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Attendance taken at 4:32 p.m.:

Present:

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

Absent:

Ms. Alma Sarmiento

Mrs. Jocelyn Gomez took roll call.

4. PUBLIC COMMUNICATIONS

None

5. POLICIES, REGULATIONS, BYLAWS

5.1. First reading of Board Policy and Administrative Regulation 6158 - Independent Study.

6. EDUCATIONAL SERVICES

6.1. Approve contract #CT3866 with Fuel Education to provide services for independent study curriculum and instruction for the 2021-2022 school year.

Motion Passed: Approval of contract #CT3866 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

Absent Ms. Alma Sarmiento

7. HUMAN RESOURCES

7.1. Approve recommended actions in personnel activity list.

Motion Passed: Approval of recommended actions in personnel activity list 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

Absent Ms. Alma Sarmiento

7.2. Accept the employee resignations/retirements.

Motion Passed: Acceptance of the employee resignations/retirements 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

Absent Ms. Alma Sarmiento

8. BUSINESS SERVICES

8.1. Approve renewal licensing from Cybersoft Technologies for PrimeroEdge software and hosting for the 2021-2022 school year.

Motion Passed: Approval of renewal licensing from Cybersoft Technologies 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

Absent Ms. Alma Sarmiento

9. ADJOURN TO CLOSED SESSION

10. CLOSED SESSION

Closed session was held from 4:46 p.m. to 6:04 p.m.

No action was taken in closed session.

11. ADJOURNMENT

Board President, Ms. Maria Dalla, adjourned the meeting at 6:04 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

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

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: None

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

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

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

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

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

CERTIFICATED STAFF RECOMMENDATIONS
August 11, 2021

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

1. Shelby Carswell	Teacher of Special Day Class- Moderate/Severe 6.58 hours per day 185 days per year Rancho de la Nación School	August 12, 2021	Class 1, Step 1	General Fund
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Temporary Employment

2. Ricardo Alvarado	Overflow Teacher	Palmer Way School	July 26, 2021	General Fund
3. Ricardo Alvarado	ELPAC Tester	District Office	August 12, 2021	General Fund
4. Winifred Green	ELPAC Tester	District Office	August 12, 2021	General Fund
5. Sara Hennessy	ELPAC Tester	District Office	August 12, 2021	General Fund
6. Catherine Pfizenmaier	Overflow Teacher	Las Palmas School	July 28, 2021	General Fund
7. Phillip Scott	Overflow Teacher	Central School	July 26, 2021	General Fund
8. Phillip Scott	ELPAC Tester	District Office	August 12, 2021	General Fund

Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

9. Silvia Andrado	Enrichment Teacher District Office	July 30, 2021 to August 23, 2021	FMLA	
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CLASSIFIED STAFF RECOMMENDATIONS
August 11, 2021

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

10. Daisy Carrillo	Office Technician- School 8 hours per day 223 days per year Lincoln Acres School	August 13, 2021	Range 19, Step 1	General Fund
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11. Andrea Gallegos	Child Nutrition Services Assistant 3 hours per day 208 days per year Kimball School	August 13, 2021	Range 11, Step 1	General Fund
12. Marla Iniguez	Office Technician-School 8 hours per day 223 days per year Kimball School	August 13, 2021	Range 19, Step 1	General Fund

Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

13. Alfonso Gallegos	From Custodian-Night Lincoln Acres School to Groundskeeper 8 hours per day 12 months per year Maintenance and Operations	August 12, 2021	Range 21, Step 1	General Fund
14. Irma Ibarra	From Campus Student Supervisor Rancho de la Nación School to Child Nutrition Services Assistant 3 hours per day 208 days per year Rancho de la Nación School	August 12, 2021	Range 11, Step 1	General Fund

Leave of Absence

15. Magdalena Cisneros	Campus Student Supervisor Rancho de la Nación School	2021-2022 school year	Unpaid leave of absence	
16. Guadalupe Cortes	Child Nutrition Services Assistant Olivewood School	July 21, 2021 to October 1, 2021	Unpaid leave of absence	
17. Cinsia Gaytan Gonzalez	Campus Student Supervisor Rancho de la Nación School	2021-2022 school year	Unpaid leave of absence	

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

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

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

Attachments:
Resignations/Retirements

Resignations 8/11/21			
Name	Position	Location	Effective Date
Anna Acosta	Transportation Student Attendant	Transportation Department	June 9, 2021
Denisse Carrillo	Transportation Student Attendant	Transportation Department	June 9, 2021
Suzanne Pearce	Teacher of Special Day Class-Early Childhood	Olivewood School	June 9, 2021
Elizabeth Prentice	Teacher	Central School	August 16, 2021

Retirements 8/11/21			
Name	Position	Location	Effective Date
None			

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

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

Quick Summary / Abstract: None

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

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

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

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

Attachments:
Exhibit A

Agenda Item: **14. GENERAL FUNCTIONS**

Agenda Item: **14.A. Presentation on the reopening of schools for the 2021-2022 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: The Superintendent and Executive Cabinet will share information with Trustees on the reopening of school for full in-person instruction. Highlights will include current enrollment and projections, Independent Study program update, and COVID-19 protocols and quarantine procedures.

Agenda Item: **14.B. Adopt Resolution #21-22.02 terminating Resolution #19-20.22 delegating the authority to take necessary action to protect students and staff from the spread of Coronavirus (COVID-19).**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Under Education Code 35161, Resolution #21-22.02 was enacted in consultation with local public health agencies and the San Diego County Office of Education to delegate the Superintendent certain powers and duties to address the Coronavirus Pandemic. Resolution #21-22.02 terminates that emergency authority.

Comments: Resolution #21-22.02 address the following:
1. Correctness and recitations
2. Termination of Emergency Delegation of Authority
3. Termination of Suspension of Competitive Bidding
4. Ratification of Superintendent's Actions
5. Waivers for COVID-19 Related Contracts

Recommended Motion: Adopt Resolution #21-22.02 terminating Resolution #19-20.22 delegating the authority to take necessary action to protect students and staff from the spread of Coronavirus (COVID-19).

Attachments:
Resolution #21-22.02

National School District Resolution

21-22.02

RESOLUTION OF THE NATIONAL SCHOOL DISTRICT TERMINATING RESOLUTON #19-20.22.

WHEREAS, in March 2020, the World Health Organization declared COVID-19 to be a global pandemic; and

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of a novel coronavirus (COVID-19); and

WHEREAS, as of March 12, 2020, there were 221 reported cases of COVID-19 and four cases reported resulting in death in California; and

WHEREAS, on March 18, 2020, in response to the pandemic and State of Emergency, and pursuant to California Public Contract Code section 20113, the National School District Governing Board adopted Resolution #19-20.22 to declare that an emergency exists and to grant authority to the Superintendent to take any and all action to ensure compliance with local, state, and federal directives and legal mandates, ensure instruction continues, enter into any and all contracts to respond to emergency conditions at district sites, and protect the health, safety and welfare of students and staff; and

WHEREAS, approval of District Resolution #19-20.22 allowed the Superintendent to immediately respond to rapidly changing health and safety concerns, including but not limited to enter into agreements, and designate employees as disaster service workers pursuant to Government Code section 3100; and

WHEREAS, the State of California provided a Blueprint for a Safer Economy, a color-coded, four-tier system that dictated what can reopen and how businesses can operate; and

WHEREAS, on December 5, 2020, the Southern California region's Intensive Care Unit capacity dropped below the threshold to 13.1%, triggering a three-week Regional Stay at Home order for San Diego County; and

WHEREAS, on January 25, 2021, Governor Newsom and the California Department of Public Health (CDPH) ended the Regional Stay at Home Order, lifting the order for all regions statewide, including the Southern California region, which encompasses San Diego County. This action allowed all counties statewide to return to the rules and framework of the Blueprint for a Safer Economy and color-coded tiers that indicate which activities and businesses are open based on local case rates and test positivity; and

WHEREAS, on June 15, 2021, Governor Newsom and CDPH ended the Blueprint for a Safer Economy and color-coded tiers that indicate which activities and businesses are open based on local case rates and test positivity. This action has lifted many of the restrictions mandated over the last 15 months and has “fully reopened” California in many ways; and

WHEREAS, all schools in San Diego County are authorized to safely reopen and return to in-person learning; and

WHEREAS, the Superintendent and San Diego County Superintendent of School agree that the emergency authority granted by District Resolution #19-20.22 is no longer required given the current status designated by the State of California, and recommend that the Board terminate the authority delegated to the Superintendent to enter into contracts for the emergency work without engaging in competitive bidding; and

WHEREAS, the Superintendent has similarly informed the board that the emergency authority granted by District Resolution #19-20.22 is no longer required and recommends that the Board terminate the authority delegated to the Superintendent to enter into contracts for the emergency work without engaging in competitive bidding; and

WHEREAS, the National School District Governing Board and San Diego County Superintendent of Schools finds, based upon substantial evidence, as previously authorized under Public Contract Code section 20113, that conditions warrant terminating the waiver of the bid process at this time so that the remainder of the work, if any, may be completed under the competitive bid process; and

WHEREAS, on March 4, 2020, Gov. Newsom signed the Proclamation of a State of Emergency declaring that, as necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19; and

WHEREAS, notwithstanding the recitals and orders declared in this resolution, Gov. Newsom has not rescinded the waiver for competitive bidding requirements specifically related to contracts that are entered into for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19, and therefore, the waiver of competitive bidding requirement related to contracts of this nature shall remain in effect until otherwise rescinded by the Governor of California.

NOW, THEREFORE, BE IT RESOLVED that that the Board of Education of National School District does hereby terminate and rescind District Resolution #19-20.22 in its entirety; and

BE IT FURTHER RESOLVED that the Board of Education hereby finds, declares, determines, and orders as follows:

1. *Correctness of Recitations.* That the foregoing recitations are true and correct and incorporated herein. Substantial evidence exists that the emergency created by the novel coronavirus no longer necessitates the waiver of competitive solicitation of bids.
2. *Termination of Emergency Delegation of Authority.* That the delegation of authority conferred on the Superintendent by District Resolution #19-20.22 is hereby terminated.
3. *Termination of Suspension of Competitive Bidding.* That the conditions warranting the suspension of the requirements of public bidding contained in the Public Contract Code have passed and it is appropriate to terminate the suspension of competitive bidding authorized by District Resolution #19-20.22 for the National School District.
4. *Ratification of Superintendent's Actions.* All acts previously taken by the Superintendent and/or their designee pursuant to the authority delegated by District Resolution #19-20.22 are hereby ratified.
5. *Waivers for COVID-19 Related Contracts.* Until the Governor of California formally rescinds competitive bidding requirements for COVID-19 related contracts, the suspension of such competitive bidding requirements shall remain in effect for any contract that is entered into by the district for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19.

Resolution # 21-22.02

August 11, 2021

Page 4

PASSED AND ADOPTED by the Governing Board of the National School District
at 1500 'N' Ave, National City, CA, on the 11th Day of August 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

Secretary to the Governing Board

Agenda Item: **14.C. Adopt Resolution #21-22.03 regarding absence of Board Member Ms. Alma Sarmiento due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Alma Sarmiento was absent from the Regular Board meeting held on July 7, 2021, due to illness.

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

Recommended Motion: Adopt Resolution #21-22.03 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Attachments:
Resolution #21-22.03

National School District Resolution

#21-22.03

Absence of Board Member Ms. Alma Sarmiento Due to Illness

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

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

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Ms. Alma Sarmiento was absent from the Regular Board meeting held on July 7, 2021, due to illness and shall receive the maximum monthly compensation for July 2021.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 11th day of August 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **14.D. Adopt Resolution #21-22.04 regarding absence of Board Member Ms. Alma Sarmiento due to illness.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Ms. Alma Sarmiento was absent from the Special Board meeting held on July 20, 2021, due to illness.

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

Recommended Motion: Adopt Resolution #21-22.04 regarding absence of Board Member Ms. Alma Sarmiento due to illness.

Attachments:
Resolution #21-22.04

National School District

Resolution

#21-22.04

Absence of Board Member Ms. Alma Sarmiento Due to Illness

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

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

NOW, THEREFORE, BE IT RESOLVED that the National School District Governing Board hereby recognizes that Board Member Ms. Alma Sarmiento was absent from the Special Board meeting held on July 20, 2021, due to illness and shall receive the maximum monthly compensation for July 2021.

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 11th day of August 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **14.E. Approve contract #CT3868 with California School Boards Association to include services for online board policies and online agenda for the 2021-2022 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Approval of this contract allows the Board and public to access National School District policies and agendas online.

The annual cost for California School Boards Association (CSBA) GAMUT services: \$10,173

Comments: GAMUT Policy helps keep Board members, staff and community updated and accountable with online access to the latest policies and administrative procedures. With GAMUT Policy, we no longer have to send out individual policy updates and hope everyone has the most recent version stored in their own files.

GAMUT Policy Plus helps host and update district policies online. Policy Plus includes ongoing policy consulting and gives us the option to edit and post our adopted policies directly or submit drafts to CSBA for review and consultation.

GAMUT Meetings is a paperless board meeting management software that helps streamline meeting preparation and provides easy and secure access to meeting materials.

Recommended Motion: Approve contract #CT3868 with California School Boards Association (CSBA) to include services for online board policies and online agenda for the 2021-2022 school year.

Financial Impact: Contract cost: \$10,173
GAMUT Policy- \$2,810
GAMUT Policy Plus-\$2,925
GAMUT Meetings- \$4,438
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3868

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

This Agreement is entered by and between the California School Boards Association (“CSBA”) and National SD of National City, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR AN ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees set forth and described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay in full the applicable annual fees set forth in Attachment A. After the second-year term, fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Third party user access is prohibited. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site are confidential and constitute trade

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
- (b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;
- (c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);
- (d) Frame or mirror any content forming part of the Services; or
- (e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

National SD



Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

Signature

Printed Name

6/2/2021
Date

Title

Date

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	\$2,810 (Existing Service)
GAMUT Policy Plus	\$2,925 (Existing Service)
GAMUT Meetings	\$4,438 (Existing Service)

***Subscription fees for GAMUT Meetings will be \$4,438 for the 2021-22 fiscal year (July 1, 2021 – June 30, 2022). Subscription fees for GAMUT Meetings will be \$5,000 beginning with the 2022-23 fiscal year, July 1, 2022.**

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources.¹ The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include an individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

GAMUT Policy Plus provides subscribers access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual and any updates to the CSBA Sample Policy Manual. Such consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for the Subscriber. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

¹ CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. Subscriber is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee ²	N/A
On Site Training Fee ³	N/A

California School Boards Association

National SD



Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

Signature

Printed Name

6/2/2021

Date

Title

Date

² Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

³ On Site Training fees do not include the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
 INV-56740-S0N6F4 5/28/2021

Bill To:
 National SD
 1500 N Ave
 National City, CA 91950-4827
 United States

Ship To:
 National SD
 1500 N Ave
 National City, CA 91950-4827
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/MEETING S	Gamut Meetings (07/01/2021 - 06/30/2022)	\$4,438.00	1.00	\$4,438.00	Net 30
GAMUT/POLICY/P LUS	Gamut Policy Plus (07/01/2021 - 06/30/2022)	\$2,925.00	1.00	\$2,925.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2021 - 06/30/2022)	\$2,810.00	1.00	\$2,810.00	Net 30
<p style="color: red;">WAIT! Have you renewed your CSBA Membership for 2021/2022? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access.</p> <p>You should have also received a GAMUT service agreement with your renewal packet. Please email signed agreements to gamut@csba.org.</p>					

Total Invoice: \$10,173.00

Total Paid: \$0.00

Balance Due: \$10,173.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100744	INV-56740-S0N6F4	05/28/2021	Net 30	\$10,173.00

Make checks payable to:
 California School Boards Association - CSB (6744)
 c/o West America Bank
 P.O. Box 1450
 Suisun City, CA 94585-4450

Bill To:
 National SD
 1500 N Ave
 National City, CA 91950-4827
 United States

August 11, 2021

Agenda Item: **14.F. Approve memberships for the California School Boards Association and the Education Legal Alliance for the 2021-2022 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: California School Boards Association (CSBA) provides a wide range of policy services, leadership development, timely information, advocacy and other support services for local educational agencies.

Comments: CSBA's range of critical services includes but is not limited to:

- Legislative Advocacy
- Communications
- Policy and Programs
- Policy Services and Governance Technology Services
- Education Legal Alliance
- Leadership Development
- Governance Consulting
- Financial and District Services

Membership in CSBA gives board members and administrators access to the resources that help them fulfill their complex governance and leadership roles and ensure high levels of student achievement.

The Education Legal Alliance (ELA) initiates and supports legal activities in areas of statewide significance to all California school districts and county offices of education. The ELA files amicus briefs and letters in court to support its members, weighs in on legislation that impacts its members, and initiates litigation on various issues of statewide importance (and often looks to its members to serve as co-plaintiffs in those cases).

Recommended Motion: Approve memberships for the California School Boards Association (CSBA) and the Education Legal Alliance (ELA) for the 2021-2022 school year.

Financial Impact: Membership cost: \$14,981
CSBA-\$11,985
ELA-\$2,996
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CSBA & ELA Memberships



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
 INV-55719-L2V7Z3 5/28/2021

Bill To:
 National SD
 1500 N Ave
 National City, CA 91950-4827
 United States

Ship To:
 National SD
 1500 N Ave
 National City, CA 91950-4827
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2021 - 06/30/2022)	\$11,985.00	1.00	\$11,985.00	
ELA	ELA Membership (07/01/2021 - 06/30/2022)	\$2,996.00	1.00	\$2,996.00	
Dues not processed before September 15 will result in a disruption of services. Officers or employees of LEAs that have not paid dues by September will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.					

Total Invoice: \$14,981.00

Total Paid: \$0.00

Balance Due: \$14,981.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100744	INV-55719-L2V7Z3	05/28/2021		\$14,981.00

Make checks payable to:
 California School Boards Association - CSB (6744)
 c/o West America Bank
 P.O. Box 1450
 Suisun City, CA 94585-4450

Bill To:
 National SD
 1500 N Ave
 National City, CA 91950-4827
 United States

August 11, 2021

Agenda Item: **15. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **15.A. Second reading of Board Policy 0415 - Equity.**

Speaker: Ms. Maria Dalla, Board President

Quick Summary / Abstract: To ensure a welcoming and inclusive District, the Governing Board will revisit existing Board Policy 0415- Equity and consider any potential updates.

Attachments:
BP 0415 - Equity

National SD

Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0415

EQUITY

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 9000 - Role of the Board)

(cf. 9310 - Board Policies)

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions

(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 6162.5 - Student Assessment)

2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.

(cf. 0440 - District Technology Plan)
(cf. 3100 - Budget)
(cf. 4113 - Assignment)
(cf. 7110 - Facilities Master Plan)

3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)
(cf. 6143 - Courses of Study)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6152.1 - Placement in Mathematics Courses)

4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students

(cf. 5137 - Positive School Climate)

5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6179 - Supplemental Instruction)

7. Promoting the employment and retention of a diverse staff.

8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

(cf. 0500 - Accountability)

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

Agenda Item: **15.B. Adopt Board Policy and Administrative Regulation 6158 - Independent Study.**

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

Quick Summary / Abstract: A critical role for Governing Boards is to regularly review and update District policies. All suggested updates are customizable to meet the needs and practices of individual districts.

Comments: The attached policy includes additional updates since the policy first reading. The yellow highlights reflects updates from legal counsel. The blue highlights reflects updates from California School Boards Association (CSBA). Some blue highlights reflects selection of CSBA language over suggested language of legal counsel.

There are no substantial content changes from first reading.

Recommended Motion: Adopt Board Policy and Administrative Regulation 6158 - Independent Study.

Attachments:

AR 6158 - Independent Study

BP 6158 - Independent Study

National SD

Administrative Regulation

Instruction

AR 6158

INDEPENDENT STUDY

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

Educational Opportunities

For the 2021–22 school year only, the district shall notify parents and guardians of their options to enroll their child in in-person instruction or independent study through its annual notice, sent to all parents/guardians and posted on the district's website. Upon the request of the parent/guardian of a student, the district shall arrange a conference to discuss curriculum offerings and nonacademic supports available to the student in independent study.

(cf. 5113 - Absences and Excuses)

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code § 51745)

1. Special assignments extending the content of regular courses of instruction
(cf. 6143 - Courses of Study)
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
(cf. 5112.3 - Student Leave of Absence)
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
- 6. Individualized study for a student whose health would be put at risk by in-person instruction, as determined by the parent or guardian of the pupil.**

(cf. 0420.4 - Charter School Authorization)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in **student's their** regular classes.

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their

parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

~~The district shall provide pupils enrolled in independent study with specific resources, including materials and personnel, necessary for independent study. These resources shall include confirming, providing, or ensuring access to the connectivity and devices adequate to participate in the educational program and complete assigned work.~~

~~The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)~~

Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if **their** individualized education program specifically provides for such participation.(Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress, **and for communicating with a pupil's parent or guardian regarding a pupil's academic progress**
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction.

(cf. 5144.1 - Suspension and Expulsion/Due Process)
9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of

independent study, and all persons who have direct responsibility for providing assistance to the student **prior to the first day of instruction.**

For the 2021-2022 school year only, the district shall have 30 days from the first day of instruction to receive a signed written agreement from all parties. However, all requirements of independent study must be complied with starting on the first day of instruction.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than two weeks for all grade levels and types of program. The maximum amount of time that may elapse for the completion of an assignment is 3 weeks or 15 school days. However, when necessary, based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

The parent/guardian's signature on the agreement, including an electronic signature, shall constitute permission for the student to receive instruction through independent study.

The signed, dated agreement **shall** be maintained **in the student's education file and** electronically. (Education Code 51747 (g)(9)(E).)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies *may* be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

The District shall document daily participation for each student on each school day, in whole or in part, for which independent study is provided, and require a student who does not participate in independent study on a school day to be documented as non-participatory for that school day.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation.

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

Supervising teachers shall prepare a weekly teaching plan, which includes the daily or weekly instruction as outlined in board policy. The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement

2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

(cf. 3580 - District Records)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

National SD Board Policy

BP 6158

Instruction

INDEPENDENT STUDY

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements **through a differentiated experience. Curriculum provided during independent study shall be substantially equivalent to in-person instruction.**

As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study. **Due to an emergency circumstance, vacation, or illness, independent study may also be used on a short-term basis to ensure that the student is able to maintain academic progress in their regular classes.**

(cf. [0420.4](#)- Charter Schools)

(cf. [6011](#)- Academic Standards)

(cf. [6143](#)- Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. [6181](#)- Alternative Schools/Programs of Choice)

(cf. 6200 - Adult Education)

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code [51747](#); 5 CCR [11700](#))

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study **in a manner comparable to or better** than **they** would in the regular classroom.

The minimum period of time for any independent study option shall be five consecutive school days. **The requirements for daily/weekly synchronous instruction and live interaction as set forth in Education Code section 51747(d) – (f), shall not apply to pupils that participate in**

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

Students in independent study shall have access to the same services and resources that are available to the other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5) In the same manner, where a parent/guardian desires to transition

For a student with disabilities, as defined in Education Code 56026, participation in specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education

Satisfactory educational progress shall be determined by the student's supervising instructor based on criteria which includes but is not limited to: performance and engagement under

For students in transitional kindergarten, kindergarten, and grades 1 to 3, inclusive, the written agreement shall designate opportunities for daily synchronous instruction

For students in grades 4 to 8, inclusive, the written agreement shall designate a plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction throughout the school year.

For students in grades 9 to 12, inclusive, the written agreement shall designate a plan to provide opportunities for at least weekly synchronous instruction throughout the school year.

The district shall conduct an investigation to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments,

unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments and/or other unique circumstances suggest otherwise.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. Such evaluation is intended as one component of the tiered re-engagement strategies applicable to all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the students' written agreement. (Education Code 515747 (g).)

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

Additional re-engagement procedures shall include:

- **Educator conference.**
- **Phone calls, emails, messages reporting/sharing daily attendance messaging to connect with parents/students.**
- **School Attendance Review Board (SARB) to identify and address barriers to engagement.**

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Where a parent/guardian desires to disenroll their student from independent study and

- 1. Notify the independent study administrator.**
- 2. Contact and complete re-enrollment forms at their National School District home school.**

Students will be placed based on space availability in an appropriate grade/program within a District school within five school days.

Master Agreement ~~Written Agreement~~

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student, and is maintained in the student's education file. (Education Code 51747) The independent study agreement for each participating student shall include, but not be limited to:

1. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of student for the student's work, and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student, which shall include confirmation of or provision of access to the connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the district policies regarding maximum length of time allowed between the assignment and completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the student should be allowed to continue in independent study.
5. The duration of the independent study agreement, including beginning and ending dates for the student's participation, with no agreement being valid for any period longer than one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support

[Redacted]

[Redacted]

8. A statement that independent study is an optional educational alternative in which no student may be required to participate.

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

For the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

The written agreement shall be maintained in the student's education file. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than two weeks for all grade levels and types of program and the maximum amount of time that may elapse for the completion of an assignment is 3 weeks or 15 school days. However, when necessary, based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

A copy of the Board policy, administrative regulation, and other procedures related to independent study

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)

Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Agenda Item: **16. EDUCATIONAL SERVICES**

Agenda Item: **16.A. Approve the purchase of a digital subscription for Microsoft Licenses from True Cloud for all National School District sites for the school 2021-2022 school year.**

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

Quick Summary / Abstract: The purchase of the Microsoft licenses is the first phase of a two phase technology project currently needed to safely, efficiently, and effectively manage both the deployment and security of devices and applications across the District through the building of a Microsoft Endpoint Configuration Manager.

This purchase will be over the \$10,000 threshold, therefore, it is being brought forward to the Board for approval to initiate the purchase order.

Comments: Pending Board approval, the licenses will be used to begin phase one of the building of the Microsoft Endpoint Configuration Manager, which is planned for fall break, September 20, 2021, through October 2, 2021.

Recommended Motion: Approve the purchase of a digital subscription for Microsoft Licenses from True Cloud for all National School District sites for the school 2021-2022 school year.

Financial Impact: Subscription cost: \$14,500
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
True Cloud Licensing Quote



True.org Cloud
sam@true.org

True.org Cloud Invoice #000316
 Yearly Plans - Yearly Subscription

Account Information	True.org Cloud Invoice Summary
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Justin Finch
 National School District
jfinch@nsd.us
 6193367712

True.org Cloud Invoice Date: 22 Apr 2021
 Amount Due \$14,500.00
 Balance Paid On: N/A

Shipping Address
 1500 N Ave
 National City, CA 91950
 US

True.org Cloud Invoice Detail

Charges and Adjustments

Date/Time	Type	Detail	Amount
22 Apr 2021 10:11 AM PDT	Charge	500 Microsoft 365 A3 Licenses for a year. Includes complimentary Migration, Training and Support. \$14,500 Yearly Subscription fee there-after.	\$14,500.00
Total			\$14,500.00

Payments

Date/Time	Type	Detail	Amount
No payments this period			

Total Charges and Adjustments	\$14,500.00
Total Payments	\$0.00
Amount Due	\$14,500.00
Net 15 Days	

Please send checks to
 Acumor Solutions, LLC DBA True.org Cloud
 1968 Lake Ave, #204
 Altadena CA 91001
 Ph: 323-409-9001
 Please send wire-transfer to:
 Acumor Solutions
 Bank of America
 Routing # 026009593
 Account # 325011624367

Account Management

Agenda Item: **16.B. Approve the National School District’s adopted instructional materials list for the 2021-2022 school year.**

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

Quick Summary / Abstract: The adopted instructional materials list identifies instructional materials that are aligned with the academic content standards adopted as determined by Education Code Section 60210.

Approval of the instructional list ensures National School District’s compliance pursuant to Education Code Section 60210.

Comments: The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law (EC 60210). Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the District's curriculum to ensure that they effectively support the District's adopted courses of study. The instructional materials listed on the National School District listing of Core Curriculum were adopted in 2020-2021. The approval of the listing of instructional materials is needed for 2021-2022.

Recommended Motion: Approve the National School District’s adopted instructional materials list for the 2021-2022 school year.

Attachments:
Core Curriculum

Grade	Subject	Publisher	Format	Title
Transitional Kindergarten	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; Eng. 2 Volumes, Sp. 5 Volumes (Units 1-10) 5 Baskets of Leveled Books	(Eng.) Ready to Advance TK or (Sp.) Listos y Adelante TK ARC 100 Book Challenge (various titles) (Eng. or Sp.)
	ELD Math	Benchmark ELD TouchMath	Digital and print formats Unit Boxes (4)	(Eng.) Ready to Advance ELD or (Sp.) Listos y Adelante ELD TouchMath
Kindergarten	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; My Shared Readings 5 Volumes (Units 1-10) 5 Baskets of Leveled Books	(Eng.) Advance K or (Sp.) Adelante K ARC 100 Book Challenge (various titles) (Eng. or Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Flipbook Big Book	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! (Eng.) CA Science or (ST/Sp.) CA Ciencias (Eng.) Our World, Now and Long Ago or (Sp.)
1st Grade	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; My Shared Readings 5 Volumes (Units 1-10) 5 Baskets of Leveled Books	(Eng.) Advance Grade 1 or (Sp.) Adelante Grado 1 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Unit Big Book Package Eng. Component (4 Big Books); Textbook ST/Spanish Component CA Unit Soft Big Book Collection (set of 6)	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! (Eng.) CA Science or (ST/Sp.) CA Ciencias (Eng.) A Child's View or (ST/Sp.) Con los ojos de un niño
2nd Grade	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10) 5 Baskets of Leveled Books	(Eng.) Advance Grade 2 or (Sp.) Adelante Grado 2 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! (Eng.) CA Science or (ST/Sp.) CA Ciencias (Eng.) People We Know or (ST/Sp.) La gente que conocemos
3rd Grade	Language Arts	Benchmark American Reading Company	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10) 5 Baskets of Leveled Books	(Eng.) Advance Grade 3 or (Sp.) Adelante Grado 3 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science Our Communities
4th Grade	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10) 5 Baskets of Leveled Books	(Eng.) Advance Grade 4 or (Sp.) Adelante Grado 4 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science A Changing State
5th Grade	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10) 5 Baskets of Leveled Books	(Eng.) Advance Grade 5 or (Sp.) Adelante Grado 5 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science The United States: Making a New Nation
6th Grade	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10) 5 Baskets of Leveled Books	(Eng.) Advance Grade 6 or (Sp.) Adelante Grado 6 ARC 100 Book Challenge (various titles) (Eng./Sp.)
	ELD Math Science Social Studies	Benchmark ELD Houghton Mifflin McGraw-Hill H.M. Harcourt	Digital and print formats Multi-volume Student Edition Textbook Textbook	(Eng.) Advance ELD or (Sp.) Adelante ELD California Go Math! CA Science Ancient Civilizations

National School District - Core Curriculum 2020-2021

SDC Mild/Mod	Language Arts	Benchmark American Reading	Digital and Consumable Student Books; Texts for Close Reading 10 Volumes (Units 1-10)	(eng.) Advance Grade K, 1, 2, 3, 4, 5, or 6
	ELD	Benchmark ELD	5 Baskets of Leveled Books	ARC 100 Book Challenge (various titles)
	Math	Houghton Mifflin TouchMath	Digital and print formats Multi-volume Student Edition (K-5th) or Student Edition (6th)	(Eng.) Advance ELD Grade K, 1, 2, 3, 4, 5, or 6
	Science	McGraw-Hill	4 Unit Boxes (TK)	California Go Math! TouchMath
	Social Studies	H.M. Harcourt	Big Book (K) or 4 Big Books (1st) or Textbooks (2nd-6th) Big Book (K) or 6 Big Books (1st) or Textbooks (2nd-6th)	CA Science Reflections
SDC Mod/Severe	Language Arts	n2y	Software	Unique Learning System
	Math	n2y	Software	Unique Learning System
	Science	n2y	Software	Unique Learning System
	Social Studies	n2y	Software	Unique Learning System

Agenda Item: **16.C. Amend Memorandum of Understanding #CT3800 with San Diego County Office of Education for District subsidized internet access through their San Diego County of Education Broadband Connectivity Program.**

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

Quick Summary / Abstract: At the October 14, 2020 meeting, the Board approved Memorandum of Understanding (MOU) #CT3800 with San Diego County Office of Education (SDCOE) for Local Education Agency (LEA) subsidized internet access through their San Diego County of Education Broadband Connectivity Program for the terms of October 22, 2020 through June 30, 2021.

#CT3800 MOU may be amended or modified only by a written instrument signed by the San Diego County Office of Education and by a duly authorized representative of the District. The terms of the MOU of \$10 per hotspot remains the same.

Approval of this amendment will extend the terms to June 30, 2022 and allow National School District to access hotspots as needed.

An amendment of MOU #CT3800 will continue to provide National School District access to internet through the SDCOE Broadband Connectivity Program with Verizon hotspots at a reduced cost.

Comments: SDCOE Broadband Connectivity Program will address the ongoing issue of no internet connectivity in the homes of students through 1) equipment and 2) service.

Recommended Motion: Amend Memorandum of Understanding #CT3800 with San Diego County Office of Education for District subsidized internet access through their San Diego County of Education Broadband Connectivity Program.

Financial Impact: Contract cost: Not to exceed \$9,600
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund - Expanded Opportunities Learning Grant

Attachments:
MOU #CT3800

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
AND
NATIONAL SCHOOL DISTRICT
RELATING TO THE
SDCOE BROADBAND CONNECTIVITY PROGRAM**

This Memorandum of Understanding (“MOU”) is made by and among the San Diego County Superintendent of Schools (“SDCOE”) and NATIONAL SCHOOL DISTRICT (“Local Education Agency” or “LEA”). The parties to this MOU may be referred to herein collectively as “the parties” or individually as a “party.”

A. PURPOSE AND SCOPE:

SDCOE is pleased to offer LEA subsidized internet access through our SDCOE Broadband Connectivity Program. The SDCOE Broadband Connectivity Program is an established partnership between SDCOE and Cox Communications, LLC (“Cox Communications”), Charter Communications Operating, LLC (Spectrum), and Verizon Wireless (“Verizon”) to provide free internet access to any and all students within a San Diego County School LEA who do not have access to reliable home internet. As part of the SDCOE Broadband Connectivity Program, Cox Communications and Spectrum will deliver to the student’s home, free of charge, all required equipment and/or accessories that may be needed to setup a reliable internet connection. Verizon will deliver to SDCOE all required equipment and/or accessories that may be needed to setup a reliable internet connection and SDCOE will deliver said equipment and accessories to the LEA.

This MOU outlines the terms and conditions between SDCOE and LEA for participation in the SDCOE Broadband Connectivity Program and provides guidelines for the acceptable use of internet service and related equipment and/or accessories in connection with this program.

B. AGREEMENT

SDCOE Agrees to:

1. Provide LEA with access to the SDCOE account with Cox Communications, Spectrum, and Verizon in connection with the SDCOE Broadband Connectivity Program in order to provide LEA with the ability to enroll LEA students participating in the SDCOE Broadband Connectivity Program and submit orders on the student’s behalf for equipment in connection with such program.
2. Request reimbursement on a quarterly basis, paid in advance, in the amount not to exceed the actual costs of each order submitted by the LEA through SDCOE’s account with Cox Communications, Spectrum, and/or Verizon.
3. Provide LEA with initial technical support and training at the onset of the MOU’s effective date. Technical support does not include submitting orders on behalf of or for LEA. SDCOE shall not

be responsible for any mismanagement of account activity by the LEA and may take appropriate action against the LEA upon notice or discovery of the LEA's improper use of the SDCOE account.

LEA Agrees to:

1. Obtain a signed Student/Parent Acknowledgement Form and Acceptable Use Policy from each participating student and/or their parent or guardian prior to providing a student with internet access through the SDCOE Broadband Connectivity Program in order to ensure that each student and/or parent or guardian understands the acceptable use of the service and materials in connection with this program and acts in an appropriate manner consistent with school, district, and legal guidelines.
2. Notify SDCOE within three (3) business days of any student no longer participating in the SDCOE Broadband Connectivity Program and at minimum agrees to the following:
 - a. Take all deliberate and practicable measures to obtain the loaned equipment and/or accessories from the student and/or parent or guardian and return such equipment and/or accessories to SDCOE within (5) business days.
 - b. Upon notice or anticipation of a student no longer participating in the SDCOE Broadband Connectivity Program, the LEA will make every attempt to communicate with the student and parent or guardian to inform them of their obligation to promptly return the loaned equipment and/or accessories in connection with this program.
3. Promptly communicate to both the designated school personnel and the parent or guardian that it is the joint responsibility of school personnel and the parent or guardian of the student using the loaned equipment to educate the student about the responsibilities and expectations for using this technology. Furthermore, LEA agrees to help their students and parent or guardian to follow the following security, care, and usage guidelines:
 - a. The primary purpose and use of the loaned equipment and internet access shall always be prioritized first and foremost to access educational information, promote learning activities at home, and facilitate communication between home and school. All other uses shall never be prioritized over these.
 - b. LEA-provided internet shall only be used by the student for educational purposes only. Use of LEA-provided internet by anyone other than the student is prohibited.
 - c. Students shall use technology and the Internet in a safe, responsible, and appropriate manner.
 - d. In the case of theft or vandalism, I will notify school administration as soon as possible to report it.
 - e. Any intentional act by a student and or student's family members that damages or interferes with performance of the equipment and/or accessories' hardware, software, or wireless configuration will be considered vandalism and will be subject to school discipline

and/or other appropriate action.

- f. ***Use of the LEA-provided internet is not private***; students should not expect that files stored on or transmitted via the LEA's resource will be confidential.
 - g. I understand that my assigned equipment and/or accessories provided in connection with this program is subject to inspection and/or monitoring by LEA employees and other officials.
 - h. I realize that comprehensive web filtering may not be provided to all devices connecting to the internet, and LEA denies any responsibility for the accuracy of information obtained online.
 - i. Students shall not use the LEA-provided internet to conduct personal business activities, engage in religious activities for advertising, promotion, commercial purposes, or any other business enterprise or use other than for educational purposes.
 - j. I will not loan, sell, or in any other way give my assigned equipment and/or accessories provided in connection with this program to anyone, and agree to return it in good working condition (with the exception of normal wear and tear) upon either request by the LEA, enrolling in another school district, or moving out of San Diego County.
 - k. Students shall not send, access, submit, publish, or display any defamatory, abusive, obscene, profane, sexually oriented, threatening, offensive, or illegal material while using the LEA-provided internet.
 - l. Cyberbullying is specifically prohibited at all times. Students shall immediately report any inappropriate use, web site, or communication to their teacher or other staff member.
 - m. I understand that I shall not purposefully disable or circumvent any technology protection measure installed on loaned equipment and/or accessories.
 - n. I understand that my privileges to use LEA-provided internet in connection with this program may be terminated, denied, suspended, or revoked at any time and/or may be subject to school discipline and/or other appropriate actions in the event of a violation of any conditions of the this acknowledgement form, applicable law, or other school or LEA related policies or guidelines.
- 4. Take sole responsibility for the adequate management of equipment and/or accessories used in connection with this program and will not make a claim against SDCOE for loss of data, inaccurate output, work delays, or lost revenue resulting from the use of the service and materials.
 - 5. Maintain a record or database of all equipment and/or accessories loaned to students in connection with this program.
 - 6. Acknowledge that partnering with SDCOE in the SDCOE Broadband Connectivity Program is a privilege, not a right, and may result in incurred costs to the LEA or loss of program

participation should the LEA be found in violation of any of terms or conditions set forth herein.

7. Recognize that the loaned equipment and/or accessories are being provided to LEA's students free of charge. However, if the equipment and/or accessories are lost, stolen, or damaged by the LEA, its officer, agent, or employees, or by the student, parent, or guardian, SDCOE may seek reimbursement up to the actual cost of the equipment and/or accessories from the LEA.
8. Indemnify and hold SDCOE, its officer, agent, or employees, harmless from any losses sustained as the result of use or misuse of the technology resources provided in connection with this program by the student, and/or the loss or damage of personal technology. Furthermore, LEA agrees that SDCOE its officer, agent, or employees, shall not be responsible for any damages suffered by the student, including those arising from non-deliveries, misdeliveries, service interruptions, unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material or people. Use of any information obtained via the Internet or communications technologies is at the student's own risk. LEA acknowledges that SDCOE its officer, agent, or employees, specifically denies any responsibility for the accuracy or quality of information obtained through the Internet and that SDCOE its officer, agent, or employees, assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices if such devices are damaged, lost, or stolen.
9. Reimburse SDCOE within thirty (30) days of receipt of each invoice submitted to the LEA by SDCOE. LEA agrees to pay for any and all actual costs associated with each order submitted by the LEA through SDCOE's account with Cox Communications, Spectrum, and Verizon.

C. TERM AND TERMINATION

The term of this MOU is for a period of 1 year from the effective date of this MOU and may be extended upon written mutual agreement. The MOU shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either party may terminate this MOU upon thirty (30) days written notice with or without cause. During said 30-day period both parties shall perform all of which was agreed upon in accordance with this MOU.

D. DATA PROTECTION AND PRIVACY

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

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

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

Each party will notify the other within 24 hours of a party discovering an unauthorized access or disclosure

of SDCOE or LEA data. The parties will work together to ensure compliance with FERPA regulations as applicable.

SDCOE has the right to change or modify the security and roles based upon changes to the system by SDCOE.

E. AUDIT

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

F. NOTICES

Each party will appoint a person to serve as the official contact and coordinate the activities of each party in carrying out this MOU. The appointees of each party are:

SDCOE: John Cusack
Senior Director, Infrastructure and Operations
858-290-5661
broadband@sdcoe.net

LEA: Name:
Title:
Phone:
Email:

G. NO ASSIGNMENTS

Neither any part nor all of this MOU may be assigned or subcontracted, except as otherwise specifically provided herein. Any assignment or subcontracting in violation of this provision shall be void.

H. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of MOU, LEA is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE.

I. AMENDMENTS

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

J. GOVERNING LAW/VENUE AND COMPLIANCE

In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County. The LEA shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this MOU including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

L. COUNTERPARTS

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

M. ENTIRE AGREEMENT

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

N. AUTHORITY TO EXECUTE

This MOU is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services. The persons executing this MOU on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

NATIONAL SCHOOL DISTRICT

By (Authorized Signature)

By (Authorized Signature)

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this "**Amendment**") is dated as of June 25, 2021 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and National School District ("**Local Education Agency**" or "**LEA**"). County and LEA may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

- A. County and LEA are parties to County Agreement No. 20210634 executed October 22, 2020. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".
- B. The Parties wish to amend the Agreement as stated below.
- C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- 1. Add **Appendix A: SERVICE COSTS AND DATA ALLOWANCES** to the agreement.
- 2. Update Section B. Agreement:

SDCOE agrees to:

Item **2**. Request reimbursement on a quarterly **or yearly basis depending on LEA preference**, paid in advance, in the amount not to exceed the actual costs of each order submitted by the LEA through SDCOE's account with Cox Communications, Spectrum, Verizon, and/or ViaSat

- 3. Update Section B. Agreement:

LEA agrees to:

Item **10**. **Notify SDCOE of preferred invoice schedule for connectivity services, quarterly or yearly**. Reimburse SDCOE within thirty (30) days of receipt of each invoice submitted to the LEA by SDCOE. LEA agrees to pay for any and all actual costs associated with each order submitted by the LEA through SDCOE's account with Cox Communications, Spectrum, Verizon and ViaSat.

- 4. Per Section D. Term and Termination of the Agreement, we hereby extend the effective date of the agreement to **June 30, 2022**.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

NATIONAL SCHOOL DISTRICT

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Date

By (Authorized Signature)

Name (Type or Print)

Title

Date

APPENDIX A: SERVICE COSTS AND DATA ALLOWANCES

VERIZON

Hotspot device: \$79.99, discounted to \$57 plus taxes on \$79.99 = \$63.20 per device

Services: \$10 per + variable taxes, surcharges and fees per month per device. Taxes, surcharges and fees are not to exceed 25% of the \$10 service cost.

VIASAT

Services with ViaSat are for a 2-year agreement, with options for the Business Unlimited 35 and Business Unlimited 60 plans.

Business Unlimited 35: \$140 installation charge. \$5200 for 2-year service with wifi.

Business Unlimited 60: \$140 installation charge. \$8200 for 2-year service with wifi

ViaSat's Business unlimited data plans do not have a monthly data allowance. The amount of data you use will not affect your service speeds, unless the network is congested. After you exceed the data usage threshold for your service plan, ViaSat may prioritize your data behind other customers during network congestion, which will result in slower speeds. Data Usage threshold listed below:

Plan Name	Data Usage threshold
Business Unlimited 35	75 GB
Business Unlimited 60	150 GB

Agenda Item: **16.D. Approve contract #CT3864 with the City of National City to provide National City Police Department School Resource Officers for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District (NSD) access to services provided by the National City Police Department.

The contract terms include desires to provide a safe, secure, and orderly teaching and learning environment for all students and staff within the NSD and the City of National City by protecting life and property. The annual cost is not to exceed \$77,068. The terms of this contract are from July 1, 2021 through June 30, 2022.

Comments: National School District has partnered with the National City Police Department to provide School Resource Officer services since 1995. Under this agreement the school resource officers provide enforcement, staff training, and educational programs for our students. The officers also provide parent and community education as needed at each of our school sites.

Principals report that they appreciate the presence of a uniformed officer on campus and the quick and professional response of our school resource officers when needed for enforcement and incident investigation.

Recommended Motion: Approve contract #CT3864 with the City of National City to provide National City Police Department School Resource Officers for the 2021-2022 school year.

Financial Impact: Contract cost: Not to exceed \$77,068
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3864

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY AND
NATIONAL SCHOOL DISTRICT**

THIS AGREEMENT (“Agreement”) is entered into on this 1st day of July, 2021 (“Execution Date”), by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), on behalf of and in concert with THE NATIONAL CITY POLICE DEPARTMENT (“NCPD”), and the NATIONAL SCHOOL DISTRICT, a school district duly organized and validly existing under the laws of the State of California (hereinafter the “DISTRICT”). The CITY and the DISTRICT may be individually referred to herein as a “Party” or may be collectively referred to herein as the “Parties.”

R E C I T A L S

WHEREAS, the Parties desire to provide a safe, secure, and orderly teaching and learning environment for all students and staff within the DISTRICT and the CITY through the protection of life and property.

WHEREAS, the Parties have decided to undertake responsibilities and expectations to achieve mutual goals and objectives to protect the teaching and learning environment.

NOW, THEREFORE, in consideration of the agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall become effective on the date of approval of this Agreement by the DISTRICT’s Governing Board (“Board”) (“Effective Date”). The duration of this Agreement is for the period from the Effective Date through June 30, 2022 (“Term”), unless terminated earlier as provided herein. Completion dates or time durations for specific portions of the project are set forth in the SCOPE OF SERVICES AND PAYMENT, attached hereto as Exhibit “A” and incorporated herein by reference.

1.1 This Agreement may be extended, upon the same terms and conditions, for one (1) additional one (1) year term, only by a document in writing executed by both Parties. If such extension is entered, such extension term would be for the period of July 1, 2021 through June 30, 2022 (“Extension Term”).

2. **SCOPE OF SERVICES.** The Parties agree to perform the services set forth in Exhibit “A”, in accordance with all terms and conditions contained herein.

3. **PURPOSE AND OBJECTIVES OF THE SRO PROGRAM.** The mission of the School Resource Officer (“SRO”) program is to create and maintain a safe, secure, and orderly

teaching and learning environment for all District students and staff. In achieving this mission, the SRO program will focus on the reduction and prevention of school-related violence and crime committed by juveniles and young adults. This is accomplished by assigning an SRO employed by the NCPD to monitor and police the facilities of the District during the Term of this Agreement, as described herein and within Exhibit "A".

4. **PROJECT COORDINATION AND SUPERVISION.** The Community Services Sergeant hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The DISTRICT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the DISTRICT. Director of Student Support Services thereby is designated as the Project Director for the DISTRICT.

5. **COMPENSATION AND PAYMENT.**

5.1 The total compensation from the DISTRICT to the CITY shall be a flat fee of Seventy-Seven Thousand Sixty-Eight Dollars for the period of July 1, 2021 through June 30, 2022.

6. **ACCEPTABILITY OF WORK.** Either Party may request an informal meeting to discuss any concern regarding compliance with a Party's respective role(s) listed in Exhibit "A". To the extent reasonably possible, Parties agree in good faith to conduct such meeting no later than ten (10) business days after said request.

7. **INDEPENDENT CONTRACTOR.** Both Parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the DISTRICT nor the DISTRICT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the DISTRICT without the prior written consent of the CITY.

8. **CONTROL.**

8.1 Neither the DISTRICT nor its Board, officers, agents, employees, consultants, or representatives shall have any control over the conduct of the CITY or any of the CITY's officers, agents, or employees, except as herein set forth or as otherwise required by law, and the CITY or the CITY's officers, agents, or employees are not in any manner officers, agents, or employees of the DISTRICT, it being understood that the CITY, its officers, agents, and employees are as to the DISTRICT wholly independent, and that the CITY's obligations to the DISTRICT are solely such as are prescribed by this Agreement.

8.2 Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the DISTRICT or any of the DISTRICT's Board, officers, agents, employees, consultants, or representatives, except as herein set forth or as otherwise required by law, and the DISTRICT or the DISTRICT's Board, officers, agents, employees, consultants, or

representatives are not in any manner officers, agents, or employees of the CITY, it being understood that the DISTRICT, its Board, officers, agents, employees, consultants, and representatives are as to the CITY wholly independent, and that the DISTRICT's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.**

9.1 The DISTRICT, and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement, in the performance of the services to be provided herein, shall comply with all applicable local, state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the CITY, whether now in force or subsequently enacted.

9.2 The CITY, and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement, in the performance of the services to be provided herein, shall comply with all applicable local, state, and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the DISTRICT, whether now in force or subsequently enacted.

10. **LICENSES, PERMITS, ETC.** Each Party represents and covenants that it and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its respective profession. Each Party represents and covenants that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for it to practice its profession.

11. **STANDARD OF CARE.**

11.1 The DISTRICT, and its respective employees, contractors, consultants, and subcontractors, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the DISTRICT's trade or profession currently practicing under similar conditions and in similar locations.

11.2 The CITY, and its respective employees, contractors, consultants, and subcontractors, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CITY's trade or profession currently practicing under similar conditions and in similar locations.

12. **NON-DISCRIMINATION PROVISIONS.**

12.1 The DISTRICT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The DISTRICT will take positive action

to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The DISTRICT agrees to post in conspicuous places available to employees and applicants for employment any legally required notices to such effect.

12.2 The CITY shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CITY will take positive action to ensure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CITY agrees to post in conspicuous places available to employees and applicants for employment any legally required notices to such effect.

13. **CONFIDENTIAL INFORMATION.**

13.1 The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Such confidential information shall not be disclosed unless authorized by federal, state or local law, including applicable student privacy laws. Upon receipt of any request for confidential information by a third party, the Parties agree to advise each other of such request and their subsequent response to such request. The Parties are each subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.

13.2 DISTRICT believes, and by ratifying this Agreement determines, that providing safe school sites for children to learn is a legitimate educational interest. Thus, if and only if it is required to provide for the safety and security of school sites, the SRO may have direct access to student records, as authorized by 34 Code of Federal Regulations part 99.31(a)(1)(i)(A)-(B). In accordance with the statute, SRO shall be under the direct control of the DISTRICT with respect to the use and maintenance of education records and shall be subject to the re-disclosure requirements of 34 Code of Federal Regulations part 99.33. The assigned SRO shall sign an acknowledgment of these conditions, substantially in the form of the Use of Educational Records Form, attached hereto as Exhibit "B" and incorporated herein by reference, prior to the start of his or her assignment. Without limiting its applicability in any way, the Parties specifically acknowledge that the indemnity, defense, and hold harmless provisions of Section 16 to this Agreement shall apply to student record access under this Section.

14. **NO INDEPENDENT BASIS FOR LIABILITY.**

14.1 Nothing herein shall create, by this or other understanding between the Parties, an independent basis for liability of the CITY to either the DISTRICT or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent

manner. The CITY's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

14.2 Nothing herein shall create, by this or other understanding between the Parties, an independent basis for liability of the DISTRICT to either the CITY or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The DISTRICT's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

15. **INDEMNIFICATION AND HOLD HARMLESS.**

15.1 Notwithstanding any other provision of this Agreement, DISTRICT agrees to indemnify, defend, and hold CITY, its officers, officials, agents, employees, and volunteers free and harmless against and from any and all claims, demands, suits, actions, causes of action, proceedings, liability, loss, costs, expenses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach or willful conduct of DISTRICT, its Board, officers, agents, employees, consultants, and representatives arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, excepting only liability arising out of the sole negligence or willful misconduct of the CITY. If obligated to indemnify, defend, or hold harmless CITY under this Agreement, DISTRICT shall reimburse CITY for all costs, attorneys' fees, expenses and liabilities associated with any resulting legal action. DISTRICT shall seek CITY's approval of any settlement that could adversely affect CITY, its officers, officials, agents or employees.

15.2 Notwithstanding any other provision of this Agreement, CITY agrees to indemnify, defend, and hold DISTRICT, its Board, officers, agents, employees, consultants, and representatives free and harmless against and from any and all claims, demands, suits, actions, causes of action, proceedings, liability, loss, costs, expenses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach or willful conduct of CITY, its officers, officials, agents, employees, and volunteers arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, excepting only liability arising out of the sole negligence or willful misconduct of DISTRICT. If obligated to indemnify, defend, or hold harmless DISTRICT under this Agreement, CITY shall reimburse DISTRICT for all costs, attorneys' fees, expenses and liabilities associated with any resulting legal action. CITY shall seek DISTRICT's approval of any settlement that could adversely affect DISTRICT, its Board, officers, agents, employees, consultants, and representatives.

15.3 The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **INSURANCE.**

Each Party, at its sole cost and expense and for the full Term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The Parties must provide an affidavit of self-insurance, or pooled insurance if any.

16.1 **Comprehensive General Liability.** A policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

Premises Operations

Blanket Contractual

Personal Injury

16.2 **Workers' Compensation and Employers' Liability.** A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the Party.

This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.

This policy shall also provide coverage of One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

16.3 **Comprehensive Business Auto.** A policy with a minimum of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.

16.4 **Special Provisions.** The foregoing requirements as to the types and limits of insurance coverage are to be maintained by the Parties, and any approval of said insurance by the other Party, or its insurance consultants, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by each Party pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

Both Parties, prior to the commencement of this Agreement, shall provide the other Party with an insurance endorsement naming the other Party, its elected officials, employees, and agents additional insureds on the General Liability Policy. Those Parties that provide coverage through a Joint Powers Polling Authority shall provide evidence naming the other Party as an additional covered Party in lieu of providing an additional insured endorsement.

17. **LEGAL FEES.** If any Party brings a suit or action against the other Party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the

representations and warranties on the part of the other Party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including attorneys' fees.

17.1 For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party shall, in addition, be limited to the amount of attorney's fees incurred by the other Party in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **TERMINATION.** This Agreement may be terminated by either Party, with or without cause, upon thirty (30) business days' written notice to the other Party.

19. **NOTICES.** All notices, consent, or other communications required or permitted hereunder shall be in writing, and may be personally delivered; sent by overnight mail (Federal Express or the like); sent by registered or certified mail, postage prepaid, return receipt requested; sent by ordinary mail, postage prepaid; telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax. Such notices, consent, or other communications shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility; (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service; (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Chief of Police
National City Police Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To DISTRICT: Chief Financial Officer
National School District
1500 N Avenue
National City, CA 91950

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by

cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

20. **MISCELLANEOUS PROVISIONS.**

20.1 **Computation of Time Periods.** If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state, legal, or DISTRICT holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, legal, or DISTRICT holiday.

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

20.3 **Captions.** Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

20.4 **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

20.5 **Exhibits.** The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

20.6 **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

20.7 **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

20.8 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20.9 **Audit.** If this Agreement exceeds Ten Thousand Dollars (\$10,000), the Parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code section 8546.7.

20.10 **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of any Party hereto shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

20.11 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

20.12 **Construction.** The Parties acknowledge and agree that (i) each Party is of equal bargaining strength, (ii) each Party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such Party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such Party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each Party and such Party's counsel and advisors have reviewed this Agreement, (v) each Party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

20.13 **Severability.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or is otherwise inconsistent with applicable law, then, upon the request of either Party, the Parties shall promptly meet and confer to determine how to amend the affected term or terms of this Agreement in a manner consistent with the applicable law, but, in any event, all parts of this Agreement not affected shall remain in full force and effect.

20.14 **Authority.** The person signing this Agreement for the DISTRICT hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the DISTRICT. The person signing this Agreement for the CITY hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the CITY.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

NATIONAL SCHOOL DISTRICT

By: _____
Alejandra Sotelo Solis, Mayor

By: _____
(Name)

(Print)

APPROVED AS TO FORM:

(Title)

By: _____
Charles E. Bell Jr.
City Attorney

EXHIBIT “A”

1. SCOPE OF SERVICES AND PAYMENT

MISSION STATEMENT: It is the mission of the National School District (“DISTRICT”) and the City of National City (“CITY”), on behalf of and in concert with the National City Police Department (“NCPD”), to provide a safe, secure, orderly teaching and learning environment for all students and staff within the DISTRICT and the City through the protection of life and property. The City and the DISTRICT may be individually referred to herein as a “Party” or may be collectively referred to herein as the “Parties.”

Ensuring the safety of students and staff on school campuses and deterring gangs, drug abuse, criminal acts, and traffic violations in CITY are priorities to both the DISTRICT and the NCPD.

Both the DISTRICT and the NCPD believe that campus security is enhanced by the presence of police officers and that police officers on campus also help improve relations between the NCPD and youth in our community.

The DISTRICT and the NCPD agree to work together to provide the presence of a uniformed police officer as a School Resource Officer (“SRO”) on DISTRICT’s school campus(es) to help maintain a secure environment in and around DISTRICT’s schools.

The DISTRICT and the NCPD agree to annually work together to monitor calls for service on school campuses, as well as around school campuses during school hours when the calls are deemed to be a concern or threat to the students, staff, or school property. The calls for service data may be used to assist in determining the ongoing value of the SRO program to both Parties.

To this end, the Parties agree to the following respective roles and responsibilities pursuant to the Agreement:

ROLE OF THE NATIONAL SCHOOL DISTRICT: The DISTRICT agrees to:

1. Coordinate scheduling with the SRO and the assigned NCPD supervisor.
2. Schedule annual safety orientation meetings at all schools for stakeholders.
3. Schedule annual safety orientation parent meetings at all schools.
4. Provide adequate space for the SRO to carry out non-classroom duties.
5. Provide regular feedback to the law enforcement agency concerning the performance of the SRO.
6. Permit the SRO access to the playground and cafeteria to allow for informal interaction with the students.
7. Provide audio-visual equipment for social skills/conflict resolution instruction, drug education and other law enforcement related educational presentations.

8. To the extent DISTRICT has actual knowledge, report all criminal activity occurring on or about school campuses and all criminal activity involving students to the NCPD.
9. DISTRICT shall comply with the notification and other requirements of Education Code section 48902, which provides:
 - (a) The principal of a school or the principal's designee shall, before the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the pupil that may violate Section 245 of the Penal Code.
 - (b) The principal of a school or the principal's designee shall, within one schoolday after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authorities of the county or the school DISTRICT in which the school is situated of any acts of the pupil that may violate subdivision (c) or (d) of Section 48900.
 - (c) Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforcement authorities of the county or city in which the school is located of any acts of a pupil that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Section 48915 committed by a pupil or nonpupil on a schoolsite to the city police or county sheriff with jurisdiction over the school and the school security department or the school police department, as applicable.
 - (d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of making any report authorized by this article unless it can be proven that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.
 - (e) The principal of a school or the principal's designee reporting a criminal act committed by a schoolage individual with exceptional needs, as defined in Section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in Section 1415(k)(6) of Title 20 of the United States Code, for consideration by the appropriate authorities to whom he or she reports the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g et seq.)

If notification is provided as discussed above, and no juvenile or criminal charges are to be filed and no administrative action is to be taken by the school

administration/DISTRICT office, the contraband shall be confiscated by the SRO according to NCPD policy and properly disposed of.

10. Develop procedures to handle campus safety issues.
11. Establish and follow procedures for referring police involvement.
12. Abstain from calling upon the SRO for enforcement duties while they are involved in classroom presentations except in emergencies.
13. Remit payment to the CITY for the Term, pursuant to the following terms:
 - (a) The total compensation from the DISTRICT to the CITY shall be the flat fee of seventy-seven thousand six -eight dollars (\$77,068.00) for a period of July 1, 2021 through June 30, 2022, upon invoicing, following the agreement and ratification by the Board of Trustees. The Agreement may be extended by mutual agreement upon the same terms and conditions. The parties may exercise up to one(1), one year extension. Any extension of this Agreement must be approved in writing by the Chief of Police, and the DISTRICT.
 - (b) Each invoice shall provide a detailed summary by school site of services provided by the SRO pursuant to the Agreement and shall contain an invoice number. All uncontested invoices shall be paid, payable to the NCPD, within thirty (30) days after receipt of invoice at the required DISTRICT address provided in Section 20 of the Agreement. Payment shall not forfeit the DISTRICT's right to inspect the invoice documentation, nor shall the withholding of any payment or prorated portion thereof preclude the DISTRICT from pursuing any other rights or remedies it may have under the invoice. The total combined amount for the First Payment Term invoice and Second Payment Term invoice shall not exceed the NTE Amount for the Term.
14. In the event that the Parties mutually agree to an extension in accordance with the Agreement ("Extension Term"), DISTRICT shall remit payment for the Extension Term, pursuant to the following terms:
 - (a) The total compensation from the DISTRICT to the CITY for the Extension Term is not-to-exceed seventy-seven thousand sixty-eight dollars (\$77,068.00) ("Extension NTE Amount"). This amount is to offset the cost approximately equal to one hundred percent (100%) of the annual salary and benefits for one (1) National City Police Officer at E-Step for the Extension Term.
 - (b) During the Extension Term, for each month during which CITY or NCPD has assigned and provided to the DISTRICT an officer to serve as an SRO in accordance with the Agreement and upon which said SRO has regularly performed services pursuant to the Agreement at DISTRICT's school site(s) in accordance with this Agreement, the CITY or NCPD shall provide the DISTRICT with a

monthly invoice on the first (1st) day of the following month. Each monthly invoice shall provide a detailed summary by school site of services provided by the SRO pursuant to the Agreement. CITY shall ensure that an invoice number is entered on all invoices submitted for payment. The total combined amount for all CITY invoices shall not exceed the Extension NTE Amount for the Extension Term. All uncontested invoices shall be paid, payable to the NCPD, within thirty (30) days after receipt of invoice at the required DISTRICT address provided in Section 20 of the Agreement. Payment shall not forfeit the DISTRICT's right to inspect the invoice documentation, nor shall the withholding of any payment or prorated portion thereof preclude the DISTRICT from pursuing any other rights or remedies it may have under the invoice.

15. Coordinate with the NCPD, other public and private agencies, community and civic groups to develop a community partnership in support of crime reduction, traffic safety and other police programs.

ROLE OF THE NATIONAL CITY POLICE DEPARTMENT: The NCPD shall provide the following services:

1. Assign a uniformed police officer as the SRO through shared mutual agreements with the DISTRICT and the SUHSD from July 1, 2021 through June 30, 2022.
 - The shared SRO shall be responsible for providing law services to both DISTRICT and the SUHSD.
2. Assign a uniformed police officer as the SRO to primarily focus on serving DISTRICT schools beginning July 1, 2021 through June 30, 2022.
3. Assign the SRO to liaison with the school campuses of the DISTRICT with the purpose of being engaged in the following duties:
 - Coordinate with DISTRICT to ensure annual training for teachers and other school staff on law enforcement and campus security issues.
 - Serve as a member of the DISTRICT's Student Attendance Review Board ("SARB").
 - Provide general law enforcement duties focusing on:
 - Safety of students and staff on campus
 - Gang related violence and crime
 - Campus intrusion

- Loss and/or damage to property
 - Weapons on campus
 - Alcohol and drugs on campus
 - Truancy
 - Traffic Safety
4. Ensure that the officer assigned as the SRO receives all required training and any additional training deemed beneficial to their tasks.
 5. Designate a member of the police staff to regularly meet with DISTRICT's staff to evaluate program needs, upon DISTRICT's request.
 6. Ensure the SRO will be afforded ample time to engage in informal interaction with the students.
 7. Abstain from having the SRO perform enforcement duties during time scheduled for classroom presentations, except in cases of emergency, or cases of urgency determined by the Chief of Police or his designee.
 8. Pay the agreed upon monies toward the salary and benefits for the police officer assigned as the SRO.
 9. Agree that the day-to-day operation and administrative control of the SRO and SRO program shall be the responsibility of the NCPD. Responsibility for the conduct of the SRO, both personally and professional, shall remain solely with the NCPD. The SRO is employed and retained by the NCPD, and in no event shall the SRO be considered an employee of the DISTRICT.

Although the SRO has a campus-based philosophy, the SRO is still required to respond to other schools when dispatched, in addition to investigating school related crime and incidents. The SRO shall do the following:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policy manual of the NCPD. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours.
2. Complete reports and investigate crimes committed on campus.
3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches, should it become necessary to conduct formal law

enforcement interviews or searches with students or staff on school property or at school functions under the jurisdiction of the DISTRICT. The SRO will not be involved in searches conducted by DISTRICT's personnel unless a criminal act is involved or unless DISTRICT's personnel requires the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional law enforcement assistance on campus and shall inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Comply with all laws, regulations, policies of the NCPD, and DISTRICT's Governing Board ("Board") policies, including but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that the SRO shall under no circumstances be required or expected to act or behave in a manner inconsistent with their duties as law enforcement officers.
6. Attend the DISTRICT's SARB Hearings at NCPD.
7. Attend site-based SARB meetings as requested.
8. Issue citations to parents for violations of the SARB contract.
9. Coordinate, train and inspect individual Safety Patrols as requested.
10. Provide parent education/presentations to parent groups, upon DISTRICT's request.
11. Attend meetings and facilitate participation for the San Diego Law Enforcement Teddy Bear Drive.
12. As available, provide education related to criminal law and drug awareness to middle and high school students, upon DISTRICT's request.
13. Teach narcotics awareness at DISTRICT's Parent/Teacher Association meetings and student classrooms/assemblies, upon DISTRICT's request.
14. Facilitate NCPD participation and pin sales for Shop with a Cop event.
15. Facilitate the Padre Law Enforcement Day Program for NCPD and CITY employees.
16. Inspect and approve individual school safety plans for elementary and secondary schools. Confer with the school site principal and DISTRICT administrators to develop plans and

strategies to prevent and/or minimize situations on or near DISTRICT's campus(es) or involving students at school-related activities.

17. Participate in the NCPD 290 (Sex Crime Registrant) Compliance Inspections, to the extent expressly permitted by law.
18. Conduct juvenile warrant sweeps, to the extent expressly permitted by law.
19. Attend various school events and fairs as requested. If the SRO attends such school events or fairs and there are overtime costs, DISTRICT shall be liable for such overtime costs only if the DISTRICT has given prior written approval.
20. Enforce the San Diego County Daytime Loitering within CITY limits.
21. Attend school based disciplinary hearings and intervention programs.
22. Participate in multi-agency Truancy/Daytime Loitering Sweeps within the CITY limits, to the extent expressly permitted by law.
23. Follow all Police Department Policies (DOP) regarding role, responsibility and officer conduct.
24. Be familiar with all community agencies offering assistance to youths and their families, such as mental health clinics and drug treatment centers, and, in consultation with school administration, may make referrals when appropriate.
25. It is the responsibility of the SRO to report work schedule conflicts to the DISTRICT.

EXHIBIT “B”

2. USE OF EDUCATIONAL RECORDS FORM

I, Shane McClure and Charles Palumbo, were assigned as a School Resource Officer at National School District on July 1, 2021.

By signing below, I confirm that:

- (1) I will access educational records in my capacity as a School Resource Officer at National School District if any only if it is required to provide for the safety and security of school sites.
- (2) I understand and agree that the National School District shall have direct control of my use and maintenance of such educational records.
- (3) I understand that I may only use the information for the purpose which disclosure was made and that I will comply with the re-disclosure requirements set forth under 34 Code of Federal Regulations part 99.33.
- (4) I have had sufficient time to review this Acknowledgement and fully understand its contents.

Print Name

Signature

Date

151-5/4542377.1

151-5/4542377.2

Agenda Item: **16.E. Approve contract #CT3867 with San Diego Project Heart Beat to provide services for 13 Automatic External Defibrillator units on site for the 2021-2022 and 2022-2023 school years.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to maintenance services provided by San Diego Fire-Rescue Department for 13 Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) units.

The inclusive (all services and supports) per diem rate for this program is \$305 per year. The terms of this contract are from July 1, 2021 through June 30, 2023.

Recommended Motion: Approve contract #CT3867 with San Diego Project Heart Beat to provide services for 13 Automatic External Defibrillator units on site for the 2021-2022 and 2022-2023 school years.

Financial Impact: Contract cost: Not to exceed \$610 (\$305/year)
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3867

SAN DIEGO FIRE-RESCUE DEPARTMENT
AED/PAD PROGRAM
SERVICE LEVEL AGREEMENT

An agreement between City of San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat, **National School District** ; 1500 "N" Street National City, CA. 91950 ("Program Participant"), for the period beginning **August 12, 2021 through June 30, 2023 (2yr)**.

This agreement will provide program management for **13** AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff will provide PAD Program Management, Incident Management and Critical Incident Stress Diffusing ("Service Activities") subject to the terms and conditions listed below.

A. Service Activities.

SDFD PAD Program staff will provide the following Service Activities during the duration of this Agreement:

1. **PAD Program Management.** Services include: a) 24-hour AED Emergency Contact Service with a designated SDFD PAD Program staff member; b) electronic record keeping services to assure quality program management; c) in-service training on hands-only CPR and use of the AED (as can be scheduled with staff); d) Physician Medical Oversight; and e) the arrangement of this Service Level Agreement (SLA) and development of your AED maintenance account.
 - a. *Cost of PAD Program Management:* Initial annual cost of \$75.00 with grant assistance for the first AED and \$25.00 for each additional AED, up to ten units. Subsequent annual reinstatement costs are \$50.00 with grant assistance for the first AED and \$25.00 for each additional AED, up to ten units. After ten AEDs, the price for PAD Program Management is \$10.00 per each additional AED unit.
2. **Incident Management.** The Incident Management services described in this paragraph are effective at the time of notification of an AED deployment. Should an AED deployment incident occur, a SDFD PAD Program representative will be notified and will arrive at the scene within four-hours from formal point of notification, if deemed necessary by both parties. Once at the scene, the SDFD PAD Program staff member will perform the following services: a) on-site downloading of data from the AED; b) replacement of electrode pads; and c) process and file required reports at the time of an incident for quality assurance and management purposes.
 - a. *Cost of Incident Management:* Incident Management services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All hours requested before or after normal business days/hours, including Saturday and Sunday, and all county recognized holidays, are payable at a rate of \$55.00 per hour. Incident Management will be invoiced for a minimum of two hours of service between 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized holidays within San Diego County limits.

A cost of \$55 per hour will be charged if the request for Incident Management requires a SDFD PAD Program representative to respond outside of the San Diego County limits, regardless of day/time.

A separate charge for the replacement of electrode pads at the scene, beginning at a cost of \$50.00 per set and up to \$75.00, depending on the brand/model of AED, shall be expected in the case of a deployment incident.

SDFD is not responsible for replacement/maintenance equipment.

- b. **Recommendation:** For program participants who utilize AEDs other than the Cardiac Science Corporation and Philips HeartStart OnSite manufactured AED units, it is recommended that the facility has a back stock of supplies, (defibrillator pads, spare battery, etc.), and needed equipment (i.e. downloading software) per the manufacturers' recommendation.
3. **Critical Incident Stress Defusing (CISD).** Upon request, CISD can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. CISD services are provided by SDFD team members certified in Advanced Critical Incident Stress Management.

B. SDFD PAD Program Management Responsibilities.

The SDFD PAD Program shall be responsible for the following:

1. Provide Physician Medical Oversight for program direction and review of AED deployment incidents.
2. Provide quality PAD Program Staff to include a California State licensed Physician/Surgeon, a PAD Program Manager and other qualified personnel to offer 24-hour AED emergency contact service.
3. In-service course curricula will follow the standards and guidelines approved by the American Heart Association (AHA) and American Red Cross (ARC) for CPR/AED training.
4. Provide record keeping services for program management, AED maintenance, Service Level Agreements, certifications, incident correspondence, data collection and advanced and post notification of expiring program elements.
5. Provide location information about customer's AED(s) to the PulsePoint organization (<http://www.pulsepoint.org/>) a system that allows bystanders to know the location of the AED(s) for use in a CPR event. Program Participant may elect to not participate in this program at any time with written notification to San Diego Project Heart Beat.
6. SDFD Finance Department will invoice Program Participant within 30 days from the date of services rendered or agreed upon to include full execution of this Service Level Agreement (SLA).

C. Program Participant Responsibilities.

The Program Participant shall be responsible for the following:

1. Program Participant will reimburse SDFD for all Service Activities rendered as outlined within this SLA thirty days from the date of invoice for the services provided. All payment remittance shall be sent to:

City of San Diego Fire/EMS
PO Box 129030
San Diego, CA. 92112-9030
2. Program Participant will arrange any certification training needed and may track any current certifications on the San Diego Project Heart Beat online database management system.
3. Program Participant will select a PAD Program Liaison to manage and be the main contact person for its PAD Program site(s). Responsibilities of this position will include: a) oversight of documented maintenance checks; b) scheduling any desired in-service training; and c) responsibility for all necessary correspondence between the AED site(s) and SDFD PAD Program Personnel.
4. Program Participant will follow all requirements for a PAD Program set forth in California Civil Code section 1714.21 and California Health and Safety Code 1797.196.
5. If arranged and approved by SDFD, Program Participant may use a City of San Diego classroom or facility designated for CPR/AED training. Such use shall be limited solely for the purpose of CPR/AED training. Any unauthorized use of a City of San Diego classroom or facility shall constitute a substantial default and subject this agreement to termination.

D. Schedules and Timelines.

All training or other related schedules and timelines related to this Agreement are to be established between SDFD PAD Program Personnel and the Program Participant.

E. Dispute Resolution Process.

Initial disputes, should they arise, will be discussed and a resolution sought between Program Participant and the SDFD PAD Program Manager. If resolution is not achieved, second- and third-level supervisors from SDFD and Program Participant or their designee will seek resolution.

F. Termination.

Either Party may terminate this agreement at any time and for any reason by giving thirty (30) days' written notice to SDFD of such termination and specifying the effective date thereof.

G. Indemnification.

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

Notwithstanding the foregoing, Program Participant agrees that it shall not hold SDFD, its officers, employees and/or agents, liable whatsoever for the malfunction of an AED, or for any use or misuse of an AED.

H. Modification of this Service Level Agreement.

This Agreement may only be modified with the prior written approval of both parties.

IN WITNESS WHEREOF, this Agreement is executed by City and Program Participant acting by and through their authorized officers.

Program Participant

City of San Diego

By: _____

By: _____

Name: _____

Name: Vanessa Delgado

Title: _____

Title: Program Coordinator

Date: _____

Date: _____

Approved as to form this __ day of _____, 20____.

MARA W. ELLIOTT, City Attorney

By: _____
Deputy City Attorney

Print Name

Agenda Item: **16.F. Approve Memorandum of Understanding #CT3871 with The Regents of the University of California to offer free parent education workshops for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will allow the National School District to receive services from University of California San Diego Extension. The terms of this Memorandum of Understanding provide parent education workshops for National School District families. The Parent University workshops include strategies to help parents support their children academically and social emotionally, and will be offered in the fall and spring.

The Parent University workshops will be provided to the National School District at no cost.

Parents who attend all sessions will receive an award of completion from University of California San Diego Extension.

Comments: Sessions will be offered online, in blended/hybrid format and/or in person, dependent upon public health conditions. As active collaborators, parents will refine workshop topics throughout the school year.

Recommended Motion: Approve Memorandum of Understanding #CT3871 with The Regents of the University of California to offer free parent education workshops for the 2021-2022 school year.

Financial Impact: None

Attachments:
MOU #CT3871



EDUCATION AND COMMUNITY OUTREACH
 EXTENDED STUDIES AND PUBLIC PROGRAMS
extension.ucsd.edu

9500 GILMAN DRIVE, 0170N
 LA JOLLA, CALIFORNIA 92093-0170
 TELEPHONE: (858) 534-9273
 FACSIMILE: (858) 534-9256

SERVICE AGREEMENT

SA21-XXX

This Service Agreement ("Agreement") is entered into by and between **The Regents of the University of California on behalf of the University of California, San Diego**, a public, not-for-profit, educational institution located at 9500 Gilman Drive, La Jolla, California 92093 ("UCSD") and the **Company** whose name and address appear on Exhibit A, attached hereto and incorporated by reference herein ("Company").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Work.** UCSD will perform the services set forth on Exhibit A, Services, attached hereto and incorporated by reference herein ("Services").
2. **Deliverables.** UCSD will provide to the Company the deliverables set forth on Exhibit A, incorporated by reference herein.
3. **Cost.** As consideration for UCSD's performance of the Services, the Company will pay UCSD the costs set forth on Exhibit A, incorporated by reference herein.
4. **Payment.**
 - 4.1. **Schedule.** The Company shall pay UCSD the compensation on the dates or milestones set forth on Exhibit A, incorporated by reference herein.
 - 4.2. **Remittance.** Checks are to be made payable to The Regents of the University of California and sent to the address set forth in Exhibit A.
5. **Term of Agreement.** This Agreement will begin and end on the dates set forth on Exhibit A.
6. **UCSD Contact.** All inquiries and notices with respect to this Agreement shall be sent to the UCSD contact whose name and related information are set forth on Exhibit A.
7. **Responsibilities.** The Company shall provide to UCSD those items listed in Exhibit A, if any, in a timely and secure manner so as to allow UCSD to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations, and policies.
8. **Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice. If the Company terminates this Agreement, the Company will pay UCSD for all costs and any non-cancelable obligations incurred up to the effective date of termination.
9. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.
10. **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), and 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.

- 11. Patent Infringement Indemnification.** The Company shall indemnify, defend, and hold harmless UCSD, 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 the Company's furnishing or supplying UCSD with parts, goods, components, programs, practices, or methods under this Agreement or UCSD's use of such parts, goods, components, programs, practices, or methods supplied by the Company under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. UCSD shall inform the Company as soon as practicable of the suit or action alleging such infringement. The Company shall not settle such suit or action without the consent of UCSD. UCSD retains the right to participate in the defense against any such suit or action.
- 12. Limitation of Liability.** EXCEPT WITH REGARD TO ITS INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH

SUCH DAMAGES ARE SOUGHT. **UCSD DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UCSD'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE COMPANY FOR THE SERVICES.**

- 13. Company's Ownership of Deliverables.** The Company will own the deliverables upon payment in full of the cost of the Services.
- 14. Use of UCSD Name.** California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. The Company will not use The University of California's name, or any acronym thereof, including UCSD, without UCSD's prior written approval.
- 15. Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of UCSD, UCSD's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The Company's duty to pay for past or continuing costs is not suspended hereunder.
- 16. Notice.** 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, or confirmed facsimile transmission, addressed to the other party at the address set forth on Exhibit A, or at such other address as such party hereto may hereafter specify in writing to the other party.
- 17. Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor

hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.

18. Third-Party Beneficiary. There are no intended third-party beneficiaries to this Agreement.

19. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.

20. Non-Waiver. The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

21. Modification of Agreement. This Agreement shall be changed only by written agreement of the parties.

22. Applicable Law. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

23. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach solution within a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in accordance with the provisions of the American Arbitration Association ("AAA") and proceed under the provisions of Title 9 of

the California Code of Civil Procedure Sections 1280 through and including 1294.2. The discovery provisions of the California Code of Civil Procedure Section 1283.05 shall be applicable to this Agreement. Each party shall bear its own costs.

24. Headings and Captions. Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.

25. Authority. Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.

26. 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.

27. Entire Agreement. This Agreement, including Exhibit A which terms and conditions are made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Company's purchase order or similar document shall have no force and effect. Any changes or additions to Sections 1-30, inclusive, of this Agreement are invalid, unless approved in writing by the UCSD representative identified in Exhibit A, Paragraph 7.

28. Student Privacy Statement. The Company shall be under the control of UC San Diego Extension with respect to the use and maintenance of student information and education records and shall be subject to the requirements of the Family Educational Rights and Privacy Act (FERPA) and other applicable laws

governing the use and disclosure of student information.

29. **Institutional Policies.** All students attending courses offered in partnership with UC San Diego Extension and company are part of the UC San Diego community and are expected to follow University and UC-wide policies. Both parties shall comply with section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals on the basis of their disabilities. Both parties agree to make reasonable accommodations according to ADA guidelines. Both parties, in accordance with applicable federal and state law and University policy, shall not discriminate on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual

orientation, citizenship or military service. The University also prohibits harassment on any of these bases.

30. **Rights to Use of Course and Course Materials.** UCSD Extension and the Company agree that any copyright, trademark or publication rights associated with titles, descriptions, outlines, pedagogical design, or learning activities, or language or graphic images used for this course belong to and are retained by The Regents of the University of California on behalf of the San Diego Campus. Any printed or electronic materials used in the course that are the property of the Company are retained by the Company. Neither party may copy or make available to third parties the property of the other party without express written consent.”

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the dates set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO

**COMPANY
National School District**

By: _____

By: _____

Name: Douglas Lincoln

Name: Mr. Arik Avanesyans

Title: Chief Administrative Officer

Title: Assistant Superintendent, Business Services

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

SERVICES SA21-XXX

SCHOOL DISTRICT:

National School District

Principal place of business located at 1500 'N' Ave National City, CA 91950

Attention: Business Services

Telephone: [619-336-7500](tel:619-336-7500)

Email: N/A

Fax: 619-336-7551

COMPANY BILLING/NOTICE CONTACT:

National School District

Principal place of business located at 1500 'N' Ave National City, CA 91950

Attention: Business Services

Telephone: [619-336-7500](tel:619-336-7500)

Email: N/A

Fax: 619-336-7551

1. SCOPE OF WORK:

The Services will be performed as follows or in accordance with the attachment hereto and incorporated by reference herein. Any terms and conditions contained in the scope of work that conflict with paragraphs 1 -30 of the Service Agreement are not valid and are of no force and effect.

- The Department of Education and Community Outreach at UC San Diego Extension will offer parent education workshops in fall and spring for academic year 2021-2022. Topics may include orientation/welcome; socioemotional learning; fundamentals of brain-compatible learning; STEAM (Science, Technology, Engineering, Arts and Mathematics) education; and effective strategies to support learning at home.
- Parents who attend all sessions will receive an award of completion from UC San Diego Extension.
- Sessions will be offered online, in blended/hybrid format and/or in person, dependent upon public health conditions.
- Workshops will be delivered to National School District at no cost.

2. DELIVERABLES:

As above.

3. COST: Total not to exceed **Not Applicable**

4. PAYMENT

4.1. SCHEDULE:

Not Applicable

4.1.1. Not Applicable

- 100% of cost due prior to commencing the course(s)
- 100% of cost due at the time of enrollment to be paid by the Students
- Payment is due within 30 days of course completion. Invoices will be submitted in accordance with the payment schedule.
- Invoices will be submitted in accordance with the payment schedule

4.2. REMITTANCE: Please indicate preferred payment method. **Not applicable**

Credit Card Payments: UCSD Extension accepts Visa, MasterCard, Discover and American Express credit cards. Please contact Dianne Seriva in the Extension Financial and Business Services Office at (858) 534-3117 to pay via credit card.

Checks are to be made payable to **The Regents of the University of California** and sent to:

University of California, San Diego
Attention: Dianne Seriva – **SA21-XXX**
9500 Gilman Drive Mail Code 0170F
La Jolla, California 92093-0170

Wire Transfer Payments: Please contact Dianne Seriva, Extension Financial and Business Services, at (858) 534-3117 or dseriva@ucsd.edu for bank routing information. Please notify Dianne by email with the following information to ensure that your payment can be easily identified and appropriately applied:

- Invoice or Service Agreement number
- Date wire sent
- Expected dollar amount to be transferred
- Expected date of wire transfer
- Name of bank wire was sent from
- Country or state where money is coming from
- A list of students for which the payment is being made

5. TERM OF AGREEMENT: This Agreement will begin on the 12 day of August, 2021 and end on the 8 day of June, 2022.

6. UCSD CONTACT:

Morgan Appel
University of California, San Diego
9500 Gilman Drive, Dept. M/C 0170-N
La Jolla, California 92093-0170
Telephone: (858) 534-9273
Email: mappel@ucsd.edu
Fax: (858) 534-9256

7. PER SECTION 27 OF THE AGREEMENT, THE UCSD REPRESENTATIVE RESPONSIBLE FOR APPROVING CHANGES OR ADDITIONS TO THIS AGREEMENT: DOUGLAS LINCOLN, CHIEF ADMINISTRATIVE OFFICER

8. SIGN AND RETURN THE ORIGINALS WITHIN 5 BUSINESS DAYS BY EMAIL, FAX OR MAIL TO:

UCSD EXTENSION BUSINESS AFFAIRS

Attn: Lorenzo Loero
9500 Gilman Drive, MC 0170F
La Jolla, CA 92093-0170
Email: lloero@ucsd.edu
Fax: (858) 822- 2243

AND

Education and Community Outreach

University of California, San Diego
9500 Gilman, MC 0170-N
La Jolla, CA 92093-0170
Email: mappel@ucsd.edu
Fax: (858) 534-9256

END OF EXHIBIT A

For UCSD ESPP Office Use Only **SA21-XXX**

Account Name: ECO

Entity: N/A Fund: N/A Financial Unit: Function: Project #: Task#: SID:

Initials: ma

Agenda Item: **17. HUMAN RESOURCES**

Agenda Item: **17.A. Authorize the Assistant Superintendent of Human Resources to hire temporary employees.**

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

Quick Summary / Abstract: Pursuant to Education Code, temporary teachers must be approved by the Governing Board prior to beginning an assignment. Due to the urgency of hiring teachers to cover classrooms, the Assistant Superintendent of Human Resources needs to have authorization to hire these teachers before they are placed in a classroom.

Comments: The pre-authorization includes 6 temporary classroom teachers, 25 temporary impact teachers, and 10 temporary teachers for English Learning Proficiency Assessment for California (ELPAC) testing for the 2021-2022 school year.

This pre-authorization to hire temporary teachers is valid through September 17, 2021.

Recommended Motion: Authorize the Assistant Superintendent of Human Resources to hire temporary employees.

Agenda Item: **17.B. Approve Declaration of Need for fully qualified educators for the 2021-2022 school year.**

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

Quick Summary / Abstract: The Declaration of Need is an annual form submitted to the California Commission on Teacher Credentialing by public school districts. This form contains the number of estimated University Internship Credentials, Limited Assignment Permits, and Emergency English Language Authorizations that may be requested during the school year. The Governing Board must approve this form each year before being submitted to the Commission.

Comments: The Declaration of Need was approved by the Governing Board on May 26, 2021 in the consent calendar, but the Commission on Teacher Credentialing notified the District that the item could not be in consent and needed to be approved by the Governing Board through administrative action. This item is being brought back for the opportunity for public comment and discussion.

The Declaration of Need form will be valid from July 1, 2021 through June 30, 2022.

Although it's the District's intention to continue to hire only fully credentialed teachers, finding qualified and suitable special education teachers is sometimes difficult. For example, through our participation in Commission-approved university internship programs, we have been fortunate to find exceptional teachers who are highly qualified and are in the process of completing a special education teacher preparation program.

Recommended Motion: Approve Declaration of Need for fully qualified educators for the 2021-2022 school year.

Attachments:
Declaration of Need 2021-2022 Report



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-2022
 Revised Declaration of Need for year: 2021-2022

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: NATIONAL SCHOOL DISTRICT District CDS Code: 68221
 Name of County: SAN DIEGO COUNTY County CDS Code: 37

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 05 /26 /2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

Martha Vazquez  Human Resources Specialist
Name Signature Title

619 336-7521 619 336-7737 July 23, 2021
Fax Number Telephone Number Date

1500 N Avenue, National City CA 91950
Mailing Address

mavazquez@nsd.us
Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

<i>Mailing Address</i>		

<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	5 _____
Bilingual Authorization (applicant already holds teaching credential)	5 _____
List target language(s) for bilingual authorization: _____	
Resource Specialist	5 _____
Teacher Librarian Services	_____ _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	
Special Education	5
TOTAL	10

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We do not have the resources to establish District Intern Program.

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.
National University, San Diego State University, University of Phoenix, Alliant International University,
Azuza Pacific and Southern California Universities, Chapman University, Christian Heritage University,
Point Loma Nazarene University, and University of Northern Arizona.

If no, explain why you do not participate in an internship program.

Agenda Item: **18. BUSINESS SERVICES**

Agenda Item: **18.A. Presentation on Proposed Transportation Department Reorganization.**

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

Quick Summary /
Abstract: Administration will present their findings and recommendations for the reorganization of the transportation department in order to realize efficiencies and operations and cost savings.

Agenda Item: **18.B. Approve change order submitted by Jackson & Blanc for contract #CT3821 HVAC Replacement on Modular Buildings.**

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

Quick Summary / Abstract: On April 14, 2021, the Governing Board awarded contract #CT3821 to Jackson & Blanc for HVAC Replacement on Modular Buildings, Bid No. 20-21-196. During the current summer project of the replacement of 49 HVAC units, we had a catastrophic failure of an additional unit at Lincoln Acres School that was scheduled to be replaced in the second round. Since the unit was scheduled to be replaced, and the beginning of the new school year was approaching, we had the unit replaced.

Recommended Motion: Approve change order submitted by Jackson & Blanc for contract #CT3821 HVAC Replacement on Modular Buildings.

Financial Impact: Change order cost: \$11,670
Additional staffing cost: \$0
Other costs: \$0
One time cost
Fund 21 - Building Fund

Attachments:
Change Order - #CT3821



June 23, 2021

To: David Castillo, National School District

From: Kevin Blankemeier

Subject: NSD Lincoln Acres Library Added Bard Unit

David,

Jackson and Blanc is pleased to submit this proposal to replace an additional Bard unit at Lincoln Acres Library. Below is a scope of work and a list of exclusions. Price is valid for 30 days from date of proposal. Please call me at 858-603-8487 if you have any questions.

Scope of work:

1. Provide and install a replacement Bard unit
 - C42HA05VP4 – 3.5 ton heat pump. 230V single phase.
 - Wall Curb

Cost for this work: \$ 11,670

Exclusions:

1. Permits, permit fees.

Sincerely,

Kevin Blankemeier

Kevin Blankemeier

David Castillo 6/23/21 OK to proceed

Agenda Item: **18.C. Approve Resolution #21-22.05 authorizing Conveyance of an Easement to NC Galleria LLC.**

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

Quick Summary / Abstract: NC Galleria LLC (“Galleria”) is requesting Board consideration to convey an easement over a portion of District property located at 2900 Palmer St., National City, CA 91950 to Galleria for the purpose of allowing Galleria to access and use the property for purposes of maintaining drainage, landscaping, and infrastructure for Galleria’s shopping center building, which is located on property immediately adjacent to the District’s property. The District desires to grant the easement to Galleria for such specified purposes on the terms and conditions set forth in the Access Easement Agreement attached as Exhibit A to Resolution #21-22.05. The District will remain the owner of the property being conveyed.

Recommended Motion: Approve Resolution #21-22.05 authorizing Conveyance of an Easement to NC Galleria LLC.

Financial Impact: None

Attachments:
Resolution #21-22.05

National School District Resolution

21-22.05

AUTHORIZING CONVEYANCE OF AN EASEMENT TO NC GALLERIA LLC

WHEREAS, the National School District (“District”) owns property located at 2900 Palmer St., National City, CA 91950;

WHEREAS, Education Code section 17385 authorizes the District’s Governing Board to make in the name of the District conveyances of all property belonging to the District;

WHEREAS, NC Galleria LLC, a California limited liability company (“Galleria”) owns property located at 2720 Plaza Blvd., National City, CA, 91950, which is immediately adjacent to the District’s property, on which Galleria operates the Galleria Shopping Center;

WHEREAS, Galleria has requested that the District grant Galleria an easement (“Easement”) for the purposes of allowing Galleria to access and use a portion of the District’s property for the purposes of maintaining drainage, landscaping, and infrastructure for the Galleria Shopping Center;

WHEREAS, the location of the “Easement Area” is more particularly described and depicted in the Exhibits to the Access Easement Agreement attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the District has determined that it is in the best interest of the District to convey the Easement to Galleria on the terms and conditions set forth in the Access Easement Agreement attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED by the Board as follows:

1. The above recitals are true and correct.
2. The Board hereby approves the conveyance of an easement to Galleria through the Access Easement Agreement document attached as Exhibit A.
3. The Superintendent, or designee thereof, and District legal counsel are authorized to take such action as may be reasonably necessary to effectuate the purpose and intent of this Resolution, including executing any documents.

Resolution #21-22.05
August 11, 2021
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District, San Diego County, California, on this 11th day of August, 2021 at a duly noticed meeting by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

President of the Governing Board of the National School District

Clerk of the Governing Board of the National School District

EXHIBIT A
Access Easement Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attn: Leighangela Brady, Superintendent
National School District
1500 N Ave.
National City, CA 91950

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (the "Agreement"), dated August 12, 2021 for reference purposes only, is by and between NATIONAL SCHOOL DISTRICT, a California public school district (the "Grantor"), and NC GALLERIA, LLC, a California limited liability company (the "Grantee"). Grantor and Grantee may be referred to herein each as a "Party" and together as the "Parties".

RECITALS

A. Grantor owns and operates an elementary school on certain real property consisting of approximately 15.71 acres located at 2900 Palmer St., National City, CA 91950, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the "School Property").

B. Grantee owns that certain real property consisting of approximately 1.88 acres located at 2720 Plaza Blvd., National City, CA, 91950, on which it operates the Galleria Shopping Center ("Shopping Center") as more particularly described and depicted in Exhibit B attached hereto and incorporated herein by this reference (the "Galleria Property").

C. The School Property and Galleria Property share a zero lot line, along which Grantee has constructed a wall that sits on top of the Shopping Center building. The Parties have identified a strip of the School Property just to the south of the zero lot line, and measuring 500 linear feet by 6.5 feet wide for a total of 3250 square feet, as further described and depicted in Exhibit C, over which the Grantor wishes to convey an easement for access over, across and through to Grantee, for the purpose of maintenance of the Shopping Center wall and the Shopping Center roof and cleaning of the drainage ditch which lies between the School Property and Galleria Property, as well as for maintenance and access through the gate on the stairway landing on the stairway that links the School Property to Plaza Boulevard ("Access Activities").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Parties hereto hereby agree as follows:

- 1. Grant of Easement.** Subject to the reservations, restrictions, covenants, terms and conditions set forth herein, Grantor hereby grants to Grantee a non-exclusive easement appurtenant to the Galleria Property (the "Easement") over, across and through those certain portions of the School Property that are legally described on Exhibit C attached hereto, and incorporated herein by this reference (the "Easement Area"), for the purpose of the Access Activities. The Easement is for the benefit of the Grantee and any successors-in-interest to all or any portion of the Galleria Property, and their agents, successors, assigns, employees, licensees, tenants, guests, permittees, and other invitees (collectively, the "Grantee's Designees").

Grantee shall comply with all applicable federal, state or local laws, regulations, directives, decisions or orders of courts, administrative bodies or governmental agencies, ordinances, codes, permits or permit conditions, currently existing and as amended, enacted, issued, adopted or imposed in the future.

- 2. Reservation of Rights by Grantor.** Grantee acknowledges and agrees that Grantor reserves all rights with respect to the Easement Area not expressly granted by this Agreement. Without limitation of the foregoing, Grantee acknowledges and agrees to each of the following:

- a.** Grantor reserves all rights to use, and to authorize others to use, the Easement Area, or any portions thereof, for any and all purposes which will not unreasonably interfere with Grantee's full enjoyment of the rights herein granted.
- b.** Grantee covenants and agrees that its use of the Easement Area shall reasonably accommodate and not unreasonably interfere with, hinder, or impede any of the rights reserved by Grantor hereunder.

- 3. Consideration for Easement Area.** As consideration for the grant of Easement Area and the obligations set forth under this Agreement, the Parties agree as follows:

- a. Grantor's Fence.** Grantor agrees to install and maintain, at its own cost, a chain link fence along the southern boundary of the Easement Area along the School Property side, as further depicted in Exhibit D.
- b. Other Maintenance Obligations of Grantor.** Grantor agrees to maintain and care for the landscaping, including regular maintenance and mowing of the grass, within the Easement Area. Grantor shall have access to the Easement Area to perform its maintenance obligations. Such maintenance obligations shall be exercised with reasonable care and in such a manner as to minimize the burden on the Grantee and the Galleria Property.
- c. Maintenance Obligations of Grantee.** As consideration for the grant of the Easement Area, Grantee agrees to repair, replace, and otherwise maintain the

drainage ditch, retaining wall, and any other improvements within the Easement Area, excluding any maintenance obligations of the Grantor as set forth in Subsection 3(b) above. Such maintenance obligations shall be exercised with reasonable care and in such a manner as to minimize the burden on the Grantor and the School Property.

Waiver of Past Claims. As further consideration, the Grantee agrees to waive any claims, damages, and/or other liabilities that it may have against Grantor which arise from use of the Easement Area, including but not limited to arising from maintenance obligations within the Easement Area, that existed or first accrued prior to the Effective Date of this Agreement ("Grantee Past Claims"), whether known or unknown at the time of execution of this Agreement. Grantee further agrees to indemnify, defend, and hold harmless the Grantor from such Grantee Past Claims.

As further consideration, the Grantor agrees to waive any claims, damages, and/or other liabilities that it may have against Grantee which arise from use of the Easement Area, including but not limited to arising from maintenance obligations within the Easement Area, that existed or first accrued prior to the Effective Date of this Agreement ("Grantor Past Claims"), whether known or unknown at the time of execution of this Agreement. Grantor further agrees to indemnify, defend, and hold harmless the Grantee from such Grantor Past Claims.

- 4. Changes to Condition of Easement Area.** If the Easement Area is damaged or otherwise altered as a result of one or more of the Grantee's Designees' use of the Easement or entry into the Easement Area for any other reason, Grantee shall promptly restore the Easement Area to its condition at the time immediately preceding the occurrence of such damage or alteration.
- 5. Construction and Maintenance.** Upon entry by Grantee onto the School Property in connection with the construction, repair or maintenance of the Easement Area, Grantee shall comply with the following:
 - a. Perform all work in a safe manner;
 - b. Maintain the Easement Area and School Property free of any hazardous condition;
 - c. Prohibit any hazardous materials, as such are defined in federal, state or local law, from being brought onto the Easement Area or School Property;
 - d. Repair any damage or disturbance to School Property caused by Grantee's activities on the Easement Area or School Property;
 - e. Keep School Property free and clear of all mechanic's and materialmen's liens arising out of Grantee's activities;

- f. Procure and maintain, or use contractors who maintain, during all periods of entry pursuant to this section, general liability and property damage insurance with a combined single limit per occurrence of \$2,000,000, naming Grantor and/or its successors and assigns, as additional insureds; and
 - g. Maintain, and cause each contractor and subcontractor performing work on the Easement Area to obtain and maintain Worker's Compensation Insurance as required by law. Grantee shall deliver to Grantor a certificate evidencing such insurance and providing that such coverage shall not be terminated or modified without written notice to Grantor as soon as notice of termination or modification is received by Grantee.
- 6. Prohibited Uses.** The Parties agree that any activity on or use of the Easement Area inconsistent with the purposes of the Easement is prohibited. Without limiting the generality of the foregoing, the following uses are expressly prohibited on or in the Easement Area:
- a. Grantee shall not use the Easement Area for access to any School Property outside of the Easement Area without prior written consent of the Grantor.
 - b. Grantee shall not dump rubbish, building materials, garden clippings, or any other debris on the Easement Area.
 - c. Neither Grantee or the Grantee's Designees shall use or attempt to use the Easement Area to have any contact with students on the School Property and shall not allow others access to the Easement for that purpose.
- 7. Failure to Repair or Replace.** If Grantee fails to perform its duties under this Agreement or fails to repair any damage or disturbance to School Property resulting from Grantee's activities conducted in accordance with this Agreement, and if such failure continues for thirty (30) days after Grantee's receipt of a written demand by Grantor (which 30-day period shall be extended for the time reasonably required to cure the default if the cure reasonably requires more than 30 days, so long as Grantee has commenced and is diligently pursuing such cure to completion), then Grantor may (but shall not be obligated to) perform such work in a commercially reasonable manner. In such event, Grantor may elect to require Grantee reimburse the reasonable costs incurred by Grantor, or to terminate this Agreement for cause.

If Grantor fails to perform its duties under this Agreement or fails to repair any damage or disturbance to School Property resulting from Grantor's activities conducted in accordance with this Agreement, and if such failure continues for thirty (30) days after Grantor's receipt of a written demand by Grantee (which 30-day period shall be extended for the time reasonably required to cure the default if the cure reasonably requires more than 30 days, so long as Grantor has commenced and is diligently pursuing such cure to completion), then Grantee may (but shall not be obligated to) perform such work in a commercially

reasonable manner. In such event, Grantee may elect to require Grantor reimburse the reasonable costs incurred by Grantee, or to terminate this Agreement for cause.

- 8. Insurance.** Grantee shall provide Grantor with copies of Certificates of Insurance/Certificates of Coverage describing its insurance/indemnity coverages, which Grantor will acknowledge if acceptable. Such coverage shall remain in place for the duration of this Agreement. Grantee shall also cause its insurer/indemnity provider to issue an Additional Insured Endorsement/Additional Covered Member Endorsement for all applicable insurance policies. Such coverage shall extend protection to the Grantor on a "primary" basis, except to the extent of the other Party's actual or alleged separate acts of negligence or willful misconduct. With respect to the Grantee's Designees who will provide products or services used in conjunction with the contemplated construction activities, they shall each endeavor to ensure that such contractors or agents maintain the same or similar insurance/indemnity protection as contained on the Parties' Certificates of Insurance.
- 9. Indemnity.** Each Party shall indemnify, defend and hold harmless the other, its heirs, officers, representatives, agents, employees, successors and assigns, from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of (i) any damage, accident, injury or other similar occurrences in the Easement Area due to the other Party's negligence or misconduct; or (ii) the use, maintenance or repair of the Easement Area by the other Party, its guests, invitees, agents, or contractors.
- 10. Lien Waivers.** Upon receipt of a written request from Grantor, to the extent applicable, Grantee will provide Grantor with lien waivers following completion of any Access Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee shall be bound by the same indemnification, defense, and hold harmless obligation as specified above in Section 9 with respect to any claims or demands for payment, or any liens or lien claims made against Grantor or the School Property, arising out of the Access Activities.
- 11. Termination.** This Agreement may be terminated by either Party only for cause or by mutual written agreement by the Parties. Cause shall include the failure to comply with any material provision of this Agreement, and negligent or willful misconduct by a Party that threatens the other's Property, or any occupants thereto, including students or teachers. A thirty (30) day cure period shall be provided once a "Cause Notice" is sent, in which the accused Party shall have the opportunity to cure any issues that have given risen to the issuance of the Cause Notice. Failure to so cure shall result in the other Party having the right to send a "Termination Notice" thirty (30) days in advance of termination of the Agreement.
- 12. Successors and Assigns; Covenants Running with Land.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. The covenants set forth in this Agreement

constitute covenants running with the land pursuant to Section 1468 of the California Civil Code.

- 13. Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- 14. Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Grantor and Grantee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- 15. Drafting; Headings.** The Parties to this Agreement agree that this Agreement is the product of joint authorship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting Party in accordance with California Civil Code section 1654, and that each such Party to this Agreement waives the effect of such statute. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine and vice versa. Headings at the beginning of each section and subsections are solely for the convenience of the Parties and are not a part of the Agreement.
- 16. Notices.** Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by facsimile or email (with a duplicate copy concurrently sent by another means provided herein), or by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, addressed as follows:

Grantor:
National School District
Attn: Superintendent
1500 N Ave.
National City, CA 91950

With a copy to:

Fagen, Friedman & Fulfroost LLP
1525 Faraday Avenue, Ste. 300
Carlsbad, CA 92008
Attn: Kelley A. Owens
Phone: 760-304-6000
Email: kowens@f3law.com

Grantee:

NC Galleria, LLC
8585 La Jolla Shores Drive
La Jolla, CA 92037
Attn: Ty Odeh
Email to Danny Kashou: dnkashou@gmail.com

With a copy to:

Heinz & Feinberg
401 West A Street, Ste. 1710
San Diego, CA 92101
Attn: Jean M. Heinz
Phone: 619-238-5454
Email: jean@heinzfeinberg.com

- 17. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any action or proceeding arising out of, or related to, this Agreement shall be in San Diego County, California.
- 18. Legal Costs.** If any Party to this Agreement shall take any action to enforce this Agreement or bring any action or commence any arbitration or other proceeding for any relief against any other Party, declaratory or otherwise, arising out of this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs due hereunder, and such provision shall be determined by a court of competent jurisdiction and not by a jury. For the purposes of this section, attorneys' and experts' fees and costs shall include, without limitation, fees incurred in the following: (a) post judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; (e) bankruptcy litigation; and (f) appeals.
- 19. Further Acts.** Each Party hereto shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional documents as the other Party hereto may, at any time, reasonably require for the purpose of carrying out this Agreement.

20. Addenda, Exhibits and Schedules; Drawings. All addenda, exhibits and schedules referred to herein are, unless otherwise indicated, incorporated herein by this reference as though set forth herein in full. The drawings and depictions attached to this Agreement are for visual reference purposes only; all information on such drawings and depictions is approximate and subject to change, and nothing shown on the drawings and depictions amends the legal description of any property described in this Agreement.

21. Execution in Counterparts; Effective Date. This Agreement may be executed and delivered in any number of counterparts by the Parties. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original which shall be recorded in the Official Records of San Diego County, California. This Agreement shall be effective upon approval by the Grantor's Governing Board and the recordation of this Agreement in the Official Records of San Diego County, California.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below:

GRANTOR:

NATIONAL SCHOOL DISTRICT, a California public school

By: _____

Name: _____

Its: _____

Dated: _____

GRANTEE:

NC GALLERIA, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

Dated: _____

EXHIBITS:

- A - Legal Description of School Property
- B - Legal Description of Galleria Property
- C - Legal Description of Easement Area
- D - Depiction of Easement Area

Agenda Item: **18.D. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Architectural Services.**

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

Quick Summary / Abstract: This Request for Qualifications (RFQ) will solicit information from architectural firms for the purpose of evaluating and selecting one or more firms for architectural services on District facilities projects for the 2021-2022 school year, renewable for extended years at the District's discretion.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Architectural Services.

Financial Impact: None

Agenda Item: **18.E. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Financial Advisory services.**

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

Quick Summary / Abstract: This Request for Qualifications (RFQ) will solicit information from qualified Financial Advisory firms who are qualified and registered municipal advisors, in accordance with the Securities Exchange Act of 1934 and experienced in providing California school districts with financial advisory services and advice related to the issuance of General Obligation Bonds, Certificates of Participation, Bond Anticipation Notes, Tax and Revenue Anticipation Notes, refunding of long-term district debt, managing district indebtedness, and other issues related to financial advisory services or advice.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications for Financial Advisory services.

Financial Impact: None

Agenda Item: **18.F. Authorize the Assistant Superintendent of Business Services to advertise for scanning and reprographic service contractors.**

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

Quick Summary / Abstract: National School District seeks the services of qualified Contractors with experience in performing services related to scanning and reprographics (“Contractor(s)”) with expertise in all phases of scanning, copying, and binding of large-scale architectural documents as required to perform a variety of services for school facilities.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for scanning and reprographic service contractors.

Financial Impact: None

Agenda Item: **18.G. Authorize the Assistant Superintendent of Business Services to advertise for proposals from qualified firms to provide Other Post-Employment Benefits and/or Pension trust fund management services.**

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

Quick Summary / Abstract: Authorize the Assistant Superintendent of Business Services to advertise for proposals from qualified firms to provide Other Post-Employment Benefits (OPEB) and / or Pension trust fund management services in compliance with Governmental Accounting Standards Board (GASB) Statements 74 and 75 related to OPEB and Internal Revenue Service (IRS) Code Section 115.

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for proposals from qualified firms to provide Other Post-Employment Benefits (OPEB) and/or Pension trust fund management services.

Financial Impact: None

Agenda Item: **18.H. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications in preparation for assessing and implementing comprehensive energy conservation and energy related capital improvement services.**

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

Quick Summary / Abstract: National School District is seeking qualified firm(s) capable of designing and implementing energy conservation, energy efficiency, renewable energy, and energy related capital improvement services

Recommended Motion: Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications in preparation for assessing and implementing comprehensive energy conservation and energy related capital improvement services.

Financial Impact: None

Agenda Item:

19. BOARD/CABINET COMMUNICATIONS

Agenda Item: **20. ADJOURNMENT**