



Governing Board Agenda

September 9, 2020

Welcome

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

Our Governance Team

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

Barbara Avalos, President

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

Maria Betancourt-Castañeda, Member

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

Leighangela Brady, Secretary

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

Brian Clapper, Clerk

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

Maria Dalla, Member

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

Alma Sarmiento, Member

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

This meeting may be recorded

In accordance with Board Policy, 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.

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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



**NATIONAL
SCHOOL DISTRICT**

CORE VALUES



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

VISION

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



MISSION

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





REGULAR MEETING OF THE GOVERNING BOARD

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

<https://meet.google.com/pht-zdkz-igt>

To listen to the meeting, please call (US) +1 608-909-0364 PIN: 171 573 555#

National School District employees can also use the live stream link to view the meeting:

<https://stream.meet.google.com/stream/776230ef-b0b0-4585-89e3-b9eb9edb4185>

(If you are having trouble with any of the above links, please try copying and pasting the links to the address bar in your browser.)

Wednesday, September 9, 2020

Open Session -- 6:00 p.m.

NOTICE

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

AGENDA

If you wish to speak to the Governing Board, comments will be accepted in writing only. You may submit your comment to jgomez@nsd.us no later than 12:00 p.m. Wednesday, September 9, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by noon Wednesday, September 9, 2020 at (619) 336-7700.

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. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

Barbara Avalos,
Board President

Public communication provides the public with an opportunity to address the Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: "If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to jgomez@nsd.us no later than 12:00 p.m. Wednesday, September 9, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by 12:00 p.m. Wednesday, September 9, 2020 at (619) 336-7700." No Board action can be taken.

5. PRESENTATIONS

5.A. Recognize the Child Nutrition Services Department Employees for the Month of September 2020.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

5.B. Introduce and welcome the new employees.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

6. AGENDA

6.A. Accept Agenda.

Barbara Avalos,
Board President

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Barbara Avalos,
Board President

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

7.A. Minutes

7.A.I. Approve the minutes of the Special Board Meeting held on August 25, 2020.

Dr. Leighangela Brady, Superintendent

7.A.II. Approve the minutes of the Special Board Meeting held on August 26, 2020.

Dr. Leighangela Brady, Superintendent

7.A.III. Approve the minutes of the Regular Board Meeting held on August 26, 2020.

Dr. Leighangela Brady, Superintendent

7.B. Administration - None

Dr. Leighangela Brady, Superintendent

7.C. Human Resources

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

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

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

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

7.D. Educational Services - None

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

7.E. Business Services

7.E.I. Adopt Resolution #20-21.17 for Gann Appropriations Limit for the 2020-21 fiscal year.

Dr. Leighangela Brady, Superintendent

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

Dr. Leighangela Brady, Superintendent

8. GENERAL FUNCTIONS

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

Dr. Leighangela Brady, Superintendent

9. EDUCATIONAL SERVICES

9.A. Presentation of the National School District 2020-2021 Learning Continuity and Attendance Plan.

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

| | |
|--|---|
| 9.B. Approve the National School District 2020-2021 Learning Continuity and Attendance Plan (Exhibit B). | Dr. Sharmila Kraft, Assistant Superintendent, Educational Services |
| 9.C. Approve contract #CT3764 with Achieve3000 Inc. for implementation at all National School District schools for the 2020-2021 school year. | Dr. Sharmila Kraft, Assistant Superintendent, Educational Services |
| 9.D. Approve contract #CT3765 with Benchmark Education Company to provide professional learning to National School District teachers for the English Language Development component of Benchmark Advance. | Dr. Sharmila Kraft, Assistant Superintendent, Educational Services |
| 9.E. Approve consultant contract #CT3767 with SWING Education to provide substitutes and tutoring services. | Dr. Sharmila Kraft, Assistant Superintendent, Educational Services |
| 9.F. Approve the purchase of SeeSaw licenses for National School District for the 2020-2021 school year. | Dr. Sharmila Kraft, Assistant Superintendent, Educational Services |
| 9.G. Approve the purchase of digital subscription for Renaissance myON News and Renaissance myON Reader for National School District for the 2020-2021 school year. | Dr. Sharmila Kraft, Assistant Superintendent, Educational Services |
| 9.H. Approve the renewal of digital subscription for Imagine Español for National School District for the 2020-2021 school year. | Dr. Sharmila Kraft, Assistant Superintendent of Educational Services |
| 10. HUMAN RESOURCES | |
| 10.A. Approve the appointment of the attached Peer Assistance and Review (PAR) Council members for the 2020-2021 school year. | Dr. Leticia Hernandez, Assistant Superintendent, Human Resources |
| 11. BUSINESS SERVICES | |
| 11.A. Approve the 2019-2020 Unaudited Actuals Financial Reports (Exhibit C). | Dr. Leighangela Brady, Superintendent |
| 11.B. Approve contract #CT3769 with Managed Health Network to provide an Employee Assistance Program for non-benefited staff. | Dr. Leighangela Brady, Superintendent |
| 11.C. Approve membership for District Administrators in the Association for Supervision and Curriculum Development (ASCD) for the 2020-2021 school year. | Dr. Leighangela Brady, Superintendent |

11.D. Accept gifts.

Dr. Leighangela
Brady, Superintendent

12. BOARD WORKSHOP

13. BOARD/CABINET COMMUNICATIONS

14. ADJOURNMENT

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

Agenda Item: **2. PLEDGE OF ALLEGIANCE**

Agenda Item: **3. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary /
Abstract: Public communication provides the public with an opportunity to address the Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: "If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to jgomez@nsd.us no later than 12:00 p.m. Wednesday, September 9, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by 12:00 p.m. Wednesday, September 9, 2020 at (619) 336-7700." No Board action can be taken.

Agenda Item: **5. PRESENTATIONS**

Agenda Item: **5.A. Recognize the Child Nutrition Services Department Employees for the Month of September 2020.**

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

Quick Summary / Abstract: The District would like to acknowledge the Child Nutrition Services Department under the leadership of Jon Hansen, for preparing meals and their non-stop dedication to the students through the COVID-19 pandemic. With coordinated teamwork, cohesiveness, and their hardworking efforts they have been providing meals to our National School District students. They have established a vision of excellence in services and support that they share with the entire National School District community.

Comments: Since the end of March, the Child Nutrition Services Department has been preparing breakfast and lunch for our students, even during the school closures. It has been challenging, but also rewarding. They have worked above and beyond to provide the critical work and continue to work every day. They represent the spirit of our District focus and goals and we thank them for their service and continued commitment.

Agenda Item: **5.B. 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 August 26, 2020 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

| Introduce & Welcome 9/9/20 | | |
|---|-----------------------------|---------------------|
| Name | Position | Location |
| 1. Doris Brañes | Resource Specialist Teacher | Palmer Way School |
| 2. Maria Rutledge | School Counselor | Ira Harbison School |

Agenda Item: **6. AGENDA**

Agenda Item: **6.A. Accept Agenda.**

Speaker: Barbara Avalos, Board President

Recommended
Motion: Accept Agenda

Agenda Item: **7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Speaker: Barbara Avalos, Board President

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

Recommended Motion: Approve Consent Calendar

Agenda Item: **7.A. Minutes**

Agenda Item: **7.A.I. Approve the minutes of the Special Board Meeting held on August 25, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Board minutes 08/25/20

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

August 25, 2020
4:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 4:01 p.m.

2. PLEDGE OF ALLEGIANCE

Board President, Barbara Avalos, led the Pledge of Allegiance.

3. ROLL CALL

Attendance taken at 4:02 p.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Board President, Barbara Avalos took roll call.

4. PUBLIC COMMUNICATIONS

None.

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

Closed session was held from 4:01 p.m. to 6:55 p.m.

No action was taken in closed session.

6. ADJOURNMENT

Closed session was adjourned at 6:55 p.m.

No action was taken in closed session.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **7.A.II. Approve the minutes of the Special Board Meeting held on August 26, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Special Board minutes 08/26/20

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

August 26, 2020

4:00 PM

https://drive.google.com/drive/folders/1DrrngLVgbR_TKsCrvRfAi5vuY2TNstdQ

1. CALL TO ORDER

Board Clerk, Brian Clapper called the meeting to order at 4:17 p.m.

2. PLEDGE OF ALLEGIANCE

Board Clerk, Brian Clapper, led the Pledge of Allegiance.

3. ROLL CALL

Attendance taken at 4:17 p.m.:

Present:

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

Absent:

Ms. Barbara Avalos

Updated Attendance:

Ms. Barbara Avalos was updated to present at: 4:30 p.m.

Ms. Vanessa Ceseña took roll call.

4. PUBLIC COMMUNICATIONS

None

5. BOARD WORKSHOP

5.1. Board Workshop regarding Measure HH.

Dr. Kraft facilitated the workshop and Mr. Dale Scott, President of DS&C, outlined the process of selling Measure HH bonds.

6. ADJOURNMENT

Board President, Barbara Avalos, adjourned the meeting at 5:39 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

DRAFT

Agenda Item: **7.A.III. Approve the minutes of the Regular Board Meeting held on August 26, 2020.**

Speaker: Dr. Leighangela Brady, Superintendent

Attachments:
Board minutes 08/26/20

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

August 26, 2020

6:00 PM

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1. CALL TO ORDER

Board President, Barbara Avalos called the meeting to order at 6:07 p.m.

2. PLEDGE OF ALLEGIANCE

Board President, Barbara Avalos, led the Pledge of Allegiance.

3. ROLL CALL

Attendance taken at 6:08 p.m.:

Present:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Ms. Vanessa Ceseña took roll call.

4. PRESENTATIONS

4.A. Recognize district and grade level winners of the August Summer Sizzle reading and math challenges.

Recognized the district and grade level winners of the Summer Sizzle reading and math challenges.

5. PUBLIC COMMUNICATIONS

6. AGENDA

6.A. Accept Agenda.

Motion Passed: Acceptance of Agenda passed with a motion by Mr. Brian Clapper and a second by Ms. Alma Sarmiento.

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

7. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

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

7.A. Minutes

7.A.I. Approve the minutes of the Regular Board Meeting held on August 12, 2020.

7.B. Administration

7.C. Human Resources

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

7.D. Educational Services

7.E. Business Services

8. GENERAL FUNCTIONS

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

Mr. Terry Kimble, Parent, submitted a public comment regarding agenda item 8.A.

Mr. Ivan Orozco, Parent, submitted a public comment regarding agenda item 8.A.

Dr. Brady, along with Executive Cabinet, updated the Governing Board on District-wide collaboration during the COVID-19 pandemic.

9. POLICIES, REGULATIONS, BYLAWS

9.A. Second reading and adopt Exhibit 4112.9, 4212.9, 4312.9-Employee Notifications and Board Policy 4113-Assignment.

Motion Passed: Following discussion, adoption of Exhibit 4112.9, 4212.9, 4312.9 and Board Policy 4113 Assignment passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

9.B. First reading and adopt Exhibit 9270-Conflict of Interest.

Motion Passed: Following discussion, adoption of Exhibit 9270 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

9.C. Adopt Board Policies and Administrative Regulations as listed on attached maintenance service checklist.

Motion Passed: Adoption of Board Policies and Administrative Regulations passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

10. EDUCATIONAL SERVICES

10.A. Presentation on Rady Children's Hospital School Health Assistants and Nursing Program.

Ms. Barbara Ryan, Vice President of Government Affairs, and Ms. Ashley Rollins, BSN, RN-BC, Health Team Supervisor, gave a presentation on the ongoing partnership and implications to the reopening of schools due to COVID-19.

10.B. Conduct a public hearing for the 2020-2021 Learning Continuity and Attendance Plan (Exhibit A).

Board President, Barbara Avalos, opened the public hearing at 7:23 p.m.

Dr. Kraft shared the stakeholder input process for the Learning Continuity and Attendance Plan.

There were no public speakers.

Board President, Barbara Avalos, closed the public hearing at 7:26 p.m.

11. HUMAN RESOURCES

11.A. Approve Memorandum of Understanding with the California School Employees Association (CSEA) and its National Chapter 206 and the National School District (NSD) and its negotiable impacts and effects of the working environment during the COVID-19 pandemic for the 2020-2021 school year.

Motion Passed: Approval of Memorandum of Understanding passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Dalla.

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

12. BUSINESS SERVICES

12.A. Accept gifts.

Motion Passed: Acceptance of gifts passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

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

13. BOARD WORKSHOP

14. BOARD/CABINET COMMUNICATIONS

Ms. Sarmiento expressed that barring all issues, we've stepped up to a stellar new school year. She stated that although this is a very different year, the District is doing the best it can and on the right track. She encouraged everyone to keep working together and continue communicating.

Ms. Betancourt-Castañeda welcomed everyone back to a very unique school year. She congratulated the winners of the Summer Sizzle reading and math challenges. She wished early happy birthdays to her son, Ernie Castañeda and Mr. Clapper. She shared she enjoyed attending the supply distribution at El Toyon, Rancho de la Nación, and Olivewood schools. She thanked the entire National School District community and a special thank you to Dr. O'Connor for all the work invested in professional development and distance learning support. She empathized with parents and students on challenges that may have come up, as she is a parent of three students herself. She expressed she is confident that obstacles and challenges will be overcome with continued collaboration. She thanked everyone who attended the meeting and wished everyone a good night.

Ms. Dalla congratulated the winners of the Summer Sizzle reading and math challenges. She thanked Ms. Barbara Ryan, Vice President of Government Affairs, Ms. Ashley Rollins, BSN, RN-BC, Health Team Supervisor, and Mr. Dale Scott, President of DS&C (Board Workshop preceding this meeting), for their presentations. She wished Mr. Clapper and Ms. Nancy Dalla, her mother-in-law, early happy birthdays. She thanked everyone and wished them a good night.

Mr. Clapper echoed his colleagues thank you and congratulatory comments. He also congratulated the National School District team for the successful start of the school year. He thanked Ms. Barbara Ryan, Vice President of Government Affairs, Ms. Ashley Rollins, BSN, RN-BC, Health Team Supervisor, and Mr. Dale Scott, President of DS&C (Board Workshop preceding this meeting), for their presentations and collaboration with the District. He wished everyone a good night and a nice weekend.

Dr. Hernandez welcomed back all students, especially new students, to the 2020-2021 school year. She thanked all Certificated and Classified staff for making the start of this school year a very special one for students. She wished Mr. Clapper and Ernie Castañeda happy birthdays and she wished everyone a good night.

Dr. Kraft wished Mr. Clapper and Ernie Castañeda happy birthdays and she echoed everyone's congratulations for the recognized students. She applauded teachers, principals, and staff as she was able to witness all the work put into the start of the school year. She had a special thank you to all National School District students for their positivity and inspiration.

Dr. Brady welcomed students, teachers, and all staff back to this new school year. She shared Ms. Sarmiento's sentiment and agrees that everyone is doing their best. She is looking forward to returning back to school, when it is safe. She shared information on District funding for the safe reopening of schools and information regarding the English Learning Development (ELD) pilot. She wished happy birthdays to Mr. Clapper, Ernie Castañeda, Ms. Dalla, and Dr. Segura.

Ms. Avalos began her comment by reading an apology statement to the public regarding last meetings behavior. She congratulated the winners of the Summer Sizzle reading and math challenges. She shared she enjoyed attending the first Parent Teacher Association (PTA) officers meeting of the year. She thanked Ms. Barbara Ryan, Vice President of Government Affairs and Ms. Ashley Rollins, BSN, RN-BC, Health Team Supervisor Rady Children's Hospital for their presentation and emphasized they are doing great work. She shared she attended a funeral service for Mr. George Baca and elaborated on his many accomplishments for the community. She thanked all participants of the meeting and all Board members for their time and dedication.

15. ADJOURNMENT

Board President, Barbara Avalos, adjourned the meeting at 7:46 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item: **7.B. Administration**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

Agenda Item: **7.C. Human Resources**

Agenda Item: **7.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
September 9, 2020

Name Position Effective Date Placement Funding Source

Employment

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Temporary Employment

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Additional Duties

| | | | | |
|------------------------------|--|------------------------|-----------------|------------|
| 1. Cara Cooke | Technology Site Liaison Ira Harbison School | 2020– 2021 school year | \$1000 per year | Site Funds |
| 2. Mayra Cueva-Flores | English Learner Site Liaison Rancho de la Nación School | 2020– 2021 school year | \$1000 per year | Site Funds |
| 3. Yvonne San Martin-Vallejo | English Learner Site Liaison Ira Harbison School | 2020– 2021 school year | \$1000 per year | Site Funds |

Contract Extension/Change

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Leave of Absence

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

CLASSIFIED STAFF RECOMMENDATIONS
September 9, 2020

Name Position Effective Date Placement Funding Source

Employment

| | | | | |
|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Temporary Employment

| | | | | |
|------|--|--|--|--|
| None | | | | |
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Additional Duties

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|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Contract Extension/Change

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|------|--|--|--|--|
| None | | | | |
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Leave of Absence

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|------|--|--|--|--|
| None | | | | |
|------|--|--|--|--|

Agenda Item: **7.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 9/9/20 | | | |
|--------------------------------|---|---|-----------------------|
| Name | Position | Location | Effective Date |
| Rayvin Bautista | Campus Student Supervisor | Ira Harbison School | September 11, 2020 |
| Cecilia Brigida | Instructional Assistant - Health Care | Palmer Way School | August 27, 2020 |
| Karla Diaz | Campus Student Supervisor | Lincoln Acres School | August 12, 2020 |
| Rosario Jaime | Speech Language Pathology Assistant | Central, Las Palmas & Lincoln Acres Schools | September 4, 2020 |
| Olga Macias | Instructional Assistant – Special Education | Rancho de la Nación School | September 9, 2020 |
| Jennifer Pangan | Campus Student Supervisor | Lincoln Acres School | June 3, 2020 |
| Sarah Peterson | Teacher | Lincoln Acres School | September 9, 2020 |

| Retirements 9/9/20 | | | |
|-------------------------------|-----------------|-----------------|-----------------------|
| Name | Position | Location | Effective Date |
| None | | | |

Agenda Item: **7.D. Educational Services**

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

Quick Summary / Abstract: None

Agenda Item: **7.E. Business Services**

Agenda Item: **7.E.I. Adopt Resolution #20-21.17 for Gann Appropriations Limit for the 2020-21 fiscal year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: This resolution serves as public notice that appropriations in the Budget for the 2019-2020 and 2020-2021 fiscal years do not exceed the limitations established by the Gann Amendment. The Gann Amendment limits the total appropriations by all state and local governments to the previous year's appropriations limit adjusted for changes in inflation and population.

Comments: In November of 1979, the California Electorate adopted Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution.

Calculations were made in compliance with the State Constitution, Amendment XIII-B of 1979 and are on file in Business Services.

Attachments:
Resolution #20-21.17

National School District

Resolution

#20-21.17

RESOLUTION ESTABLISHING THE GANN APPROPRIATIONS LIMIT FOR THE 2020-21 FISCAL YEAR.

National School District, San Diego County ON MOTION OF Member _____, seconded by Member _____.

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2019-20 fiscal year and a projected Gann Limit for the 2020-21 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2019-20 and 2020-21 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2019-20 and 2020-21 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

Resolution #20-21.17
September 9, 2020
Page 2

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 9th day of September 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA) ss

COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **7.E.II. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

Speaker: Dr. Leighangela Brady, Superintendent

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

Attachments:
Exhibit A

Agenda Item: **8. GENERAL FUNCTIONS**

Agenda Item: **8.A. Updates and discussion on the Coronavirus (COVID-19) pandemic.**

Speaker: Dr. Leighangela Brady, Superintendent

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

Agenda Item: **9. EDUCATIONAL SERVICES**

Agenda Item: **9.A. Presentation of the National School District 2020-2021 Learning Continuity and Attendance Plan.**

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

Quick Summary / Abstract: Senate Bill (SB 98) established that the Local Control and Accountability Plan (LCAP) and an annual update to the LCAP are not required for the 2020–21 school year, and established under California EC Section 43509 the Learning Continuity and Attendance Plan.

This presentation reflects the requirements of the Learning Continuity and Attendance Plan (Learning Continuity Plan), notes stakeholder input and planned actions for funds.

Comments: The Learning Continuity and Attendance Plan (Learning Continuity Plan) is a key part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year. The provisions for the plan were approved by the Governor and Legislature in June in SB 98 and can be found in EC Section 43509.

Agenda Item: **9.B. Approve the National School District 2020-2021 Learning Continuity and Attendance Plan (Exhibit B).**

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

Quick Summary / Abstract: The Learning Continuity and Attendance Plan combines the intent of several budget provisions addressing the need for funding stability for schools and student learning continuity in light of the COVID-19 crisis in the 2020–21 school year. The Learning Continuity Plan replace the Local Control Accountability Plan for the 2020-2021 school year.

The governing board of each district needs to adopt the Learning Continuity and Attendance Plan by September 30, 2020. After approval, the plan is provided to San Diego County Office of Education for review.

The National School District Learning Continuity and Attendance Plan, in accordance with provisions of SB 98, has been created through a process of stakeholder input and data analysis focused on mitigating learning loss and enhancing student achievement. Actions and services established in the plan meet the intent of the Learning Loss Mitigation funds.

Approval of this item will allow National School District to enact the plan to mitigate learning loss and support student learning.

Comments: Learning Loss Mitigation Funds must focus on:

- addressing learning loss or accelerating progress
- increasing the amount of instructional time or services provided to pupils based on their learning needs
- providing additional academic services for pupils
- providing integrated pupil supports to address other barriers to learning, such as mental health services, professional development for teachers, access to meals

National School District scheduled meetings with the following stakeholders with remote participation:

- District English Learner Committee on August 21, 2020
- District Parent Advisory Committee on August 21, 2020
- CSEA on August 19, 2020
- Administration Leadership August 24, 2020
- NCETA on August 25, 2020
- Public Hearing at regularly scheduled Board meeting on August 26, 2020
- Community Town Hall on August 27, 2020
- Additionally, the draft plan will be posted on the website with an accompanying link to submit comments.

Recommended Motion: Approve the National School District 2020-2021 Learning Continuity and Attendance Plan (Exhibit B).

Attachments:
Exhibit B

Agenda Item: **9.C. Approve contract #CT3764 with Achieve3000 Inc. for implementation at all National School District schools for the 2020-2021 school year.**

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

Quick Summary / Abstract: In adherence to the provisions of SB 98, Learning Loss Mitigation Funds provided to National School District must focus on actions to support academic achievement and mitigate learning loss (especially in literacy and math) related to COVID-19 school closures.

Approval of this contract will allow National School District to support learning loss with 3rd-6th grade students through the implementation of an evidence based literacy intervention program by:

- Purchasing the subscription of Achieve3000 program that is aimed at increasing Lexile levels for identified 3rd-6th grade students
- Allow data sharing between National School District and Achieve3000
- Allow certificated staff implementing the program to receive professional development

Recommended Motion: Approve contract #CT3764 with Achieve3000 Inc. for implementation at all National School District schools for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$118,800
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund
Learning Loss Mitigation Funds

Attachments:
CT3764



Quote ID: Q-43318
Contract Period: 08/12/2020 - 06/30/2021

Quote Date: 08/12/2020
Valid Until: 09/11/2020

Client Information

| Account Name | |
|---|--|
| National School District | |
| Address | Client |
| 1500 N Ave National City, CA 91950-4827 Phone: 619-336-7500 | Sharmila Kraft Email: skraft@nsd.us Phone: (619) 336-7742 |

Achieve3000 looks forward to partnering with you to accelerate your students' literacy growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

| Participating Schools | Total Licenses Purchased | |
|-------------------------------|--------------------------|-------|
| | Program | 20-21 |
| John A Otis Elementary School | Literacy | 125 |
| Ira Harbison School | Literacy | 175 |
| Lincoln Acres Elementary Sch | Literacy | 250 |
| Las Palmas Elementary School | Literacy | 250 |
| El Toyon Elementary School | Literacy | 225 |
| Palmer Way Elementary School | Literacy | 225 |
| Central Elementary School | Literacy | 225 |
| Olivewood Elementary School | Literacy | 225 |
| Rancho De La Nacion | Literacy | 125 |
| Kimball Elementary School | Literacy | 125 |

| Product | Cost | Qty | Total |
|--|--------------|-----|---------------------|
| Achieve3000 Literacy Student Licenses - 1950 Students Boost for Scaffolded Instruction <i>Includes Skills Performance Reporting, Skill Lesson Progressions, Embedded Sentence and Paragraph Frames for Students, and Additional Instructional Supports for Teachers</i> Achieve3000 Automatic Roster Import - Annual Fee per School for Automatic Integration with Student Information Systems Online Professional Learning Services: (20) 90-Minute Virtual Classroom Session for 25-30 attendees – 2 Sessions per School | \$132,000.00 | 1 | \$132,000.00 |
| Subtotal | | | \$132,000.00 |
| Discount – Partnership Discount | | | (\$13,200.00) |
| Order Total | | | \$118,800.00 |

**ADDITIONAL PARTNERSHIP DISCOUNT
ADD ACHIEVE3000 MATH FOR ONLY \$6 PER STUDENT**

Achieve3000 Math – When your K-12 students practice and applying math skills and concepts, what percentage of their effort is aligned to their individual areas of need? Your students need an individualized solution that offers step-by-step support to close their knowledge gaps, build confidence, and accelerate growth

See Next Page for Quote Acceptance



Acceptance for Quote ID Q-43318: \$118,800.00

National School District

Account Name

Achieve3000

Signature

Name / Title

Date

Signature

Name / Title

Date

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000
331 Newman Springs Road
Suite 304
Red Bank, NJ 07701

Fax: (316) 221-0718

Email: orders@achieve3000.com

This quote is governed by and subject to the Achieve3000 terms and conditions at <https://achieve3000.com/about/terms-of-service/>. By signing this quote, you are agreeing to such terms and conditions.

About Achieve3000[®]

At Achieve3000, we believe literacy is the key to unlocking student success. Since 2001, we have partnered with schools and districts to accelerate literacy growth for all students with our flagship platform, Achieve3000 Literacy, that empowers educators to effectively and efficiently differentiate instruction. We also offer Smarty Ants for personalized foundational literacy, and Actively Learn for secondary curriculum depth. New in 2020 we are offering Achieve3000 Math, an individualized, research-based math solution to help students practice and master the standards. Together, our solutions help all preschool through adult learners reach their full potential.

Discover all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

Smarty Ants[®]

•

LevelSet™

•

Achieve3000
Literacy

•

Actively Learn™

Agenda Item: **9.D. Approve contract #CT3765 with Benchmark Education Company to provide professional learning to National School District teachers for the English Language Development component of Benchmark Advance.**

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

Quick Summary / Abstract: Approval of this contract will allow teachers to be trained on the implementation of the Benchmark English Language Development curriculum. The training will support the teachers in providing both integrated and designated English Language Development (ELD) instruction to student identified as English Learners.

Comments: National School District teachers have been implementing the Benchmark Advance English Language Arts (ELA) curriculum since January of 2019. The focus at this time is the implementation of the English Language Development (ELD) components embedded within the comprehensive curriculum. Professional development regarding the ELD component will ensure all English Learners receive the appropriate ELD instruction as outlined by the CA ELA/ELD Framework.

Recommended Motion: National School District will only be invoiced for services rendered.
Approve contract #CT3765 with Benchmark Education Company to provide professional learning to National School District teachers for the English Language Development component of Benchmark Advance.

Financial Impact: Contract cost: \$10,800
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund
Learning Loss Mitigation Funds

Attachments:
CT3765

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

Contract No. _____

National School District Independent Contractor Agreement

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

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

_____, hereinafter referred to as "Contractor."

| | | |
|------|-------|----------|
| City | State | Zip Code |
|------|-------|----------|

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. _____

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

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

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

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

For District: 1500 N Avenue
National City, CA 91950

For Contractor: _____

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

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

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

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

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

NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

Agenda Item: **9.E. Approve consultant contract #CT3767 with SWING Education to provide substitutes and tutoring services.**

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

Quick Summary / Abstract: Swing Education contracts with school districts to fill absences by providing substitutes. This contract will allow National School District to pay for substitutes for professional development opportunities for teachers to support student achievement and mitigate learning loss in varying instructional contexts as a result of COVID-19. Additionally, we will be able to use the tutoring services to provide students with instructional support onsite and through distance learning. Learning Loss Mitigation Funds will be used to pay for services rendered under this contract. National School District will only pay for services provided and invoiced.

Comments: Swing Education will complement and augment the already existing in-house substitute pool. Swing Education charges a 39% Service Fee based on the duty pay rates for a successful fill.

- long-term substitute rate = \$278.00
- daily substitute rate = \$198.77

Recommended Motion: Approve consultant contract #CT3767 with SWING Education to provide substitutes and tutoring service.

Financial Impact: Contract costs: Not to exceed \$400,000
Additional staffing costs: \$0
Other costs: \$0
One time Cost
General Fund
Learning Loss Mitigation Funds

Attachments: CT3767



Swing Education Platform & Services Agreement - Tutoring & Instructional Support

This **Platform & Services Agreement** (“Agreement”) is entered into on September 10, 2020 by and between Swing Education, Inc. (“Swing Education,” “we” or “us”) and the School(s) listed on the signature page (“School” or “you”). Swing Education agrees to provide you with access to the Swing Education Platform & Services (“Platform”), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals (“SwingSubs”) on the Swing Education website at www.swingeducation.com (“Website”), including for you to provide instructional support for Social Emotional Learning, English Learner, and Special Education.

The pricing information in this Agreement will apply for all SwingSubs starting August 1, 2020. This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though the SwingSubs are not party to this Agreement) when that SwingSub is enrolled on Swing Education’s payroll. Before such enrollment, the most recent Agreement signed by School and Swing Education will apply to such obligations and relationships, but will apply not to pricing, which will be controlled by this Agreement.

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

- (a) **Access to the Services**, which allows authorized School users to post requests for SwingSub on the Platform, track and manage those requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California**
 - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub requests where a permit or credential is or is not required.
 - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill requests on the Platform. Swing Education does this by reviewing the results of the individual’s completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub’s status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling requests on the Platform if such changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
 - iii. **TB Test.** Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill requests on the Platform (according to this form, www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf).



- iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.
- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if such processes become impossible or impractical to carry out as described.
- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSub, other than that specified below. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Platform for Schools to post requests and for SwingSubs to review and accept those requests.
- (e) **Relationship with SwingSubs.** Swing Education withholds and pays payroll taxes with regard to SwingSub wages but does not exercise any control over their schedules. School issues work requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct feedback and information on the actions and performance of SwingSubs. Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above. The parties believe, and will operate with the understanding that, School is not a co-employer of the SwingSubs.

2. Acceptance of Appendix Terms. By signing this Agreement, you agree to the terms in any Appendix, including Appendix A: Standard Terms. You also agree to the Website Master Terms of Service and Privacy Policy (the "[Website Terms](#)") available on the Swing Education website at www.swingeducation.com/tc, as well as the Privacy Policy, www.swingeducation.com/privacy.

3. Payments. Payments will be made to Swing Education according to the following:

- (a) **Work Requests & Daily Wage.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education to designate a "Daily Wage" or Wages for the SwingSubs, via the Platform and/or by separate communication with Swing Education, and/or as listed below. The "Half Daily Wage" is 50% of the Daily Rate. The Daily Wage applies to any Day over four (4) and no more than eight (8) hours ("Full Day") and the Half Wage Rate applies to any Day of four (4) hours or less ("Half Day"). A "Long-Term Request" is a Request that exceeds 21 days. A "Short-Term" Request is a Request up to and including 21 days, and a "Long-Term" Request is a Request that exceeds 21 days. For a Long-Term Request, the minimum Daily Wage is \$200 for a SwingSub with a Teaching Credential and \$171 without a Teaching Credential.
- (b) **Service Fee & Amounts Due.** School will also pay Swing Education a Service Fee, which is a designated surcharge percentage of the Daily Wage. The "Estimated Daily Amount" is based on the Daily Wage or Half Daily Wage, plus the Service Fee, for each Day of the Request. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime or if the



SwingSubs is not given legally-required meal or rest breaks to arrive at “a Daily Adjusted Amount” for each Day of the Request, for which Swing Education will invoice School.

- (c) **Cancellation.** Request(s) accepted by a SwingSub, then canceled outside of 24 hrs of the initial work time, are not subject to any fees. If a Request is canceled less than 24 hrs from the initial work time, then the Amount Due will be subject to the Preliminary Amount Due for the first Day of the Request.
- (d) **Invoicing.** Payment for the services of a SwingSub will be made to Swing Education according to the following. Swing Education charges and invoices, according to one of these options: Option A - Payment Plan, which includes an initial balance and top-up amounts, and Option B - Pay As You Go, as outlined in Exhibit A: Payment Options.
- (e) **Deviations from Request.** While SwingSubs will be instructed to track their actual time worked, School must also inform Swing Education of any Work Deviations (from School’s point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.
- (f) **Invoice Disputes.** School must identify any invoice item Dispute to Swing Education within 14 days of the invoice by e-mailing support@swingeducation.com, in order to Dispute such invoice item. All known facts about the actual time worked shall be used in amending such invoice items.

4. Recruitment & Off-Platform Use. If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder’s fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination with Cause. If School wishes to provide an additional (bonus) wage to a SwingSub not related to a Request, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wage(s). For additional (bonus) wage(s) requested through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional 100% handling fee.

5. Term and Termination. Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.

- (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both parties. Failure to cure the breach after 30 days will allow the aggrieved party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved party.
- (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education



shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

7. Insurance. Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

- (a) Commercial General Liability insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate
- (b) Umbrella Liability insurance of \$2,000,000 Each Occurrence and in the Aggregate
- (c) Workers' Compensation insurance
- (d) Professional (Errors and Omissions) Liability insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of \$2,000,000 per claim
- (e) Sexual Abuse & Molestation insurance of \$1,000,000 per occurrence and \$3,000,000 in the aggregate

8. Limitation of Liability. Swing Education takes its verification responsibilities seriously, including all the verification listed in Section 1. However, our verification responsibilities are limited to the Services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) that party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve month period preceding the date a claim is first asserted.

9. Federal & State Mandated Obligations to SwingSubs Employees/Workers.

- (a) While Swing Education will be the only personnel employer of SwingSubs, not School in any capacity, School determines the schedules of SwingSubs. Therefore, School agrees to comply with federal and state labor laws.
- (b) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training. School will be responsible for all OSHA and other record keeping required by law.



- (c) School agrees to treat SwingSubs in a manner similar to employees with respect to any work situations which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites), including legally required safety and training, with particular attention to situations involving hazards beyond that of an ordinary classroom setting (e.g., science experiments, tools, machines). School shall indemnify and hold harmless Swing Education against any claims by a SwingSub or a third party as a result of School's breach of these obligations, except in case of a workers' compensation claim finding.

10. Third-Parties and Subsidiaries. School understands that Swing Education may use third-parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

[Signature Page Follows]



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

SWING EDUCATION, INC.

Michael Teng

Michael Teng
CEO

Date: _____

Email:
mike@swingeducation.com

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

SCHOOL:

Name:

Title:

Date:

Email:

Address:



Exhibit A: Payment Options

Swing Education charges a Service Fee or Fees set as a percentage of the Daily Wage or Half Daily Wage, according to one of the below options. Swing Education will invoice school on a periodic basis, no less than once a month.

Option A - Payment Plan. Under Option A, upon execution of this contract, Swing Education will invoice the School a Top-Up Amount of \$0, or in the alternative, the Top-Up Amount defined in the Pilot Program (if offered), which the School will pay within 30 days. The Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as Requests are rendered. Once the School's Account Balance drops below the Minimum Balance of \$0, Swing Education will invoice the Top-Up Amount again. Under Option A, Swing Education will charge a 39% Service Fee for a Short-Term Request, and a 39% Service Fee for a Long-Term Request. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly. Swing Education reserves the right to change the Top-Amount based on running School usage, i.e., to approximately the dollar amount represented by the previous three months of active School usage (i.e., not including extended holidays). If the amount invoiced for an invoice period exceeds the Top-Up Amount or brings the Account Balance below zero, Swing Education can invoice School for the excess amount and/or the amount below zero, in addition to the Top-Up Amount.

Option B - Pay As You Go. Under Option B, upon execution of this contract, Swing Education will invoice the School for Amounts Due on a regular basis. School shall pay all amounts due under each invoice within 30 days of the invoice date. Under Option B, upon execution of this contract, Swing Education will not charge an initial Top-Up Amount. However, if both parties in the future consent to Option A, Swing Education will then invoice the School a Top-Up Amount as described under Option A above. Once the School's Account Balance drops below the Minimum Balance of \$0, Swing Education will invoice the Top-Up Amount again. Under Option B, Swing Education will charge a 44% Service Fee for a Short-Term Request, and a 44% Service Fee for a Long-Term Request. If the Top-Up Amount is not paid within 90 days, Swing Education reserves the right to immediately discontinue all services, or, in the alternative, to automatically switch the School to Option B, both with notice. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly.

Late Payments. Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, with notice (or, in the alternative, switch the School from Option A to Option B, if possible).



Appendix A: Standard Terms

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

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

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

- (a) **Applicability of Arbitration Agreement.** *All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.*
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules")



shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from



submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

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

3. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, either at the below or or as designated on the Signature Page.
 - i. Swing Education Address: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402, mike@swingeducation.com
 - ii. School Address: See Signature Page
- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



- (d) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (e) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (f) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (g) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (h) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (i) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.
- (j) **Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.
- (k) **Personnel Employer For Wages.** Swing Education shall be the personnel employer (similar to a professional employer organization) of SwingSubs for purposes of wages/payroll taxes and workers' compensation. Swing Education may also, in its discretion, provide health or other benefits to SwingSubs, even if not required by law.

Agenda Item: **9.F. Approve the purchase of SeeSaw licenses for National School District for the 2020-2021 school year.**

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

Quick Summary / Abstract: SeeSaw is a platform that supports remote learning and engagement between teachers, students, and parents.

Approval of this purchase will provide access to the premium version of the SeeSaw platform to all National School District teachers and students.

The SeeSaw platform provides enhancement of learning support to address learning loss or accelerating progress. Learning Loss Mitigation Funds will be used for this purchase.

Recommended Motion: Approve the purchase of SeeSaw licenses for National School District for the 2020-2021 school year.

Financial Impact: Contract cost: Not to exceed \$23,375
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund
Learning Loss Mitigation Funds

Attachments:
Seesaw Quote



Company Address 180 Montgomery St.
Suite 750
San Francisco, CA 94104
United States

Phone (415) 870-4468

Please send any billing questions to accounting@seesaw.me

Bill To Name National School District

Created Date 8/24/2020

Expiration Date 8/31/2020

Quote Number 00026055

Contract Summary

Contract Start Date 9/1/2020

Contract End Date 8/31/2021

of Students 5,000.00

Contract Notes 15% district discount with 5,000+ students

Grand Total USD 23,375.00

Contract Details

| Product | Quantity | Sales Price | Total Price | Invoice Date |
|---------------------------------|----------|-------------|---------------|--------------|
| Seesaw for Schools | 5,000.00 | USD 5.50 | USD 27,500.00 | 9/1/2020 |
| Volume Discount (5,000 - 9,999) | 5,000.00 | USD -0.825 | USD -4,125.00 | 9/1/2020 |

School Admin Contact (e.g. Principal, Director of Instructional Tech, etc.)

Name: _____

Email: _____

Title: _____

Phone: _____

Tech Contact (Who can help set up your school?)

Name: _____

Email: _____

Title: _____

Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Name: _____

Email: _____

Title: _____

Phone: _____

School Address

Address: 1500 N Ave

City: National City

State: California

Zip / Post Code: 91950

This contract is a binding agreement. By signing, your school or district must pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Name: wendy O'Connor

Title: _____

Accepted By: _____

PO Number (if required): _____

Agenda Item: **9.G. Approve the purchase of digital subscription for Renaissance myON News and Renaissance myON Reader for National School District for the 2020-2021 school year.**

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

Quick Summary / Abstract: MyOn reader provides students access to a digital library of over 6,000 books. The software personalizes book offers matched to each individual student’s interests, grade and Lexile® reading level. Increased independent reading practice supports student academic achievement and helps mitigate potential learning loss as a result of COVID-19 school closures.

Approval of this purchase will provide students remote access to a comprehensive digital library to include both English and Spanish digital books and myON News during the 2020-2021 school year. In addition to the teacher and student licenses, each school will receive three virtual training sessions for teachers.

Learning Loss Mitigation funds will be used for this purchase.

Comments: Teachers and students had access to myON Reader from April through July of 2020 as a free pilot from Renaissance Learning. This was also the program students accessed to engage in summer reading during the July Summer Sizzle Challenge.

Recommended Motion: Approve the purchase of digital subscription for Renaissance myON News and Renaissance myON Reader for National School District for the 2020-2021 school year.

Financial Impact: Subscription cost: \$121,888
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund
Learning Loss Mitigation Funds

Attachments:
myOn Bundle

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

National School District - 268980

Reference ID: 458660

1500 N Ave
 National City, CA 91950-4827
 Contact: Wendy O'Connor (DO - Director of Educational Services) - (619) 336-7500
 Email: woconnor@nsd.us

| Quote Summary | |
|---------------------------------------|-------------------------|
| School Count: 10 | |
| Renaissance Products & Services Total | \$121,888.00 |
| Shipping and Processing | \$0.00 |
| Sales Tax | \$0.00 |
| Grand Total | USD \$121,888.00 |

This quote includes: Renaissance myON News and Renaissance myON Reader.

By signing below, you

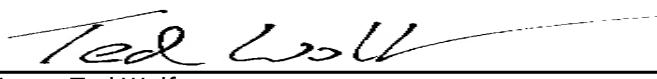
- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

| | |
|--|-----------------------------------|
| Renaissance Learning, Inc. | National School District - 268980 |
|  | By: |
| Name: Ted Wolf | Name: |
| Title: VP - Corporate Controller | Title: |
| Date: 08/25/2020 | Date: |
| | Invoice Date: |

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Lisa Kovach at (800)460-6154, Thank You.

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This quote is valid until 09/24/2020. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax (TPT). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Details

Central Elementary School - 269024

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|-------------|---------------|--------------------|
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |
| Central Elementary School Total | | | | \$0.00 | \$12,000.00 |

El Toyon Elementary School - 268992

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|-------------|---------------|--------------------|
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |
| El Toyon Elementary School Total | | | | \$0.00 | \$12,000.00 |

Ira Harbison Elementary School - 269020

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|-------------|---------------|--------------------|
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |
| Ira Harbison Elementary School Total | | | | \$0.00 | \$12,000.00 |

John A. Otis Elementary School - 269023

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|-------------|----------|-------------|
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |

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Phone: (800) 338-4204 | Fax: (877) 280-7642
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| | | |
|---|---------------|--------------------|
| John A. Otis Elementary School Total | \$0.00 | \$12,000.00 |
|---|---------------|--------------------|

Kimball Elementary School - 269018

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|-------------|---------------|--------------------|
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| Arte Publico (Spanish Elementary) add-on Publisher | 09/01/2020 - 08/31/2021 | 1 | \$195.00 | \$0.00 | \$195.00 |
| Flowerpot: Early Learning (Spanish) add-on Publisher | 09/01/2020 - 08/31/2021 | 1 | \$207.00 | \$0.00 | \$207.00 |
| Warner Brothers: Spanish and Bilingual add-on Publisher | 09/01/2020 - 08/31/2021 | 1 | \$856.00 | \$0.00 | \$856.00 |
| Santillana: Elementary | 09/01/2020 - 08/31/2021 | 1 | \$400.00 | \$0.00 | \$400.00 |
| Santillana: Upper Elementary | 09/01/2020 - 08/31/2021 | 1 | \$230.00 | \$0.00 | \$230.00 |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |
| Kimball Elementary School Total | | | | \$0.00 | \$13,888.00 |

Las Palmas Elementary School - 268990

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|-------------|---------------|--------------------|
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |
| Las Palmas Elementary School Total | | | | \$0.00 | \$12,000.00 |

Lincoln Acres Elementary School - 268997

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|-------------|---------------|--------------------|
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |
| Lincoln Acres Elementary School Total | | | | \$0.00 | \$12,000.00 |

Olivewood Elementary School - 269002

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
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| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|-------------|---------------|--------------------|
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |
| Olivewood Elementary School Total | | | | \$0.00 | \$12,000.00 |

| Palmer Way Elementary School - 269015 | | | | | |
|---|-------------------------|----------|-------------|---------------|--------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |
| Palmer Way Elementary School Total | | | | \$0.00 | \$12,000.00 |

| Rancho de la Nacion - 268988 | | | | | |
|---|-------------------------|----------|-------------|---------------|--------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Applications | | | | | |
| California LCAP for Elementary Schools | 09/01/2020 - 08/31/2021 | 1 | \$12,000.00 | \$0.00 | \$12,000.00 |
| Rancho de la Nacion Total | | | | \$0.00 | \$12,000.00 |

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Agenda Item: **9.H. Approve the renewal of digital subscription for Imagine Español for National School District for the 2020-2021 school year.**

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

Quick Summary / Abstract: The Imagine Español Software accelerates reading and language proficiency through personalized learning paths that adapt with student performance. The software program will support the language needs of students who receive instruction through National School District's Structured English Transition (SET) and dual language programs.

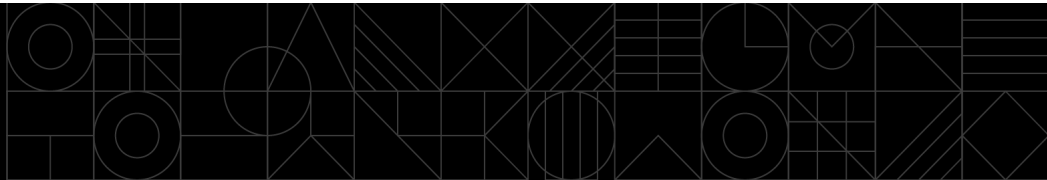
Approval of this renewal will provide additional academic services for identified students to support learning loss mitigation and academic achievement.

Learning Loss Mitigation Funds will be used for this purchase.

Recommended Motion: Approve the renewal of digital subscription for Imagine Español for National School District for the 2020-2021 school year.

Financial Impact: Subscription cost: \$37,700
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund
Learning Loss Mitigation Funds

Attachments:
Imagine Español Renewal Proposal



| Bill To | Ship To |
|---|---|
| National School District 1500 N. Ave. National City CA 91950-4827 | National School District 1500 N. Ave. National City CA 91950-4827 |

| |
|---|
| 161028 |
| Date 7/14/2020 |
| Valid Until 8/31/2020 |
| Partnership Manager Yadira Cervantes |

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 714-345-9389 or yadira.cervantes@imaginelearning.com.

| Quantity | Item | Unit Price | Amount |
|----------|---|------------|---------------|
| 377 | Imagine Español Annual Student License + Galileo K-12 Standalone Assessment | \$150.00 | \$56,550.00 |
| | Discount | | (\$18,850.00) |

Include the quote number (#161028) and Accounts Payable email on all Purchase Orders. Please fax, email or mail to:

Fax: (866) 507-9270
 Email: PO@imaginelearning.com
 Mail: Imagine Learning, Inc.
 382 W. Park Circle, Ste 100
 Provo, UT 84604

| | |
|------------------|-------------|
| Subtotal | \$37,700.00 |
| Tax Total | \$0.00 |
| Total | \$37,700.00 |

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced. For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.



Customer Onboarding

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. Once we receive your purchase order or purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process. In order to ensure a successful and speedy implementation, please have the following information available for your Customer Experience Specialist:

1. Schools where the licenses will be utilized and approximate number of students using licenses at each school.
2. Target launch date, what is the desired start date for training and/or student access.
3. Rostering contact information
4. Rostering method

Learn more about [System Requirements](#) and how to make the [best rostering decision](#) for your school or district on our [Help Center](#).

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Agenda Item: **10. HUMAN RESOURCES**

Agenda Item: **10.A. Approve the appointment of the attached Peer Assistance and Review (PAR) Council members for the 2020-2021 school year.**

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

Quick Summary / Abstract: All teacher support programs come under the direction of the Peer Assistance and Review (PAR) council.

Recommended Motion: Approve the appointment of the attached Peer Assistance and Review (PAR) Council members for the 2020-2021 school year.

Financial Impact: PAR Council K-6 certificated members will receive \$1,500 per year and the chair receives \$2,500.

Administrators that are part of PAR Council will not receive additional pay.

Attachments:
2020-2021 PAR Council

PAR COUNCIL 2020-2021

| Name | School | PAR Council Position |
|--------------------|----------------------|-----------------------------|
| Angela Censoplano | District Office | Member |
| Leticia Hernandez | District Office | Administrator |
| Janis Ireland | Ira Harbison School | Member |
| Karolyn Kmet-Moran | Olivewood School | Chair |
| Kathy Melanese | Lincoln Acres School | Administrator |

Agenda Item: **11. BUSINESS SERVICES**

Agenda Item: **11.A. Approve the 2019-2020 Unaudited Actuals Financial Reports (Exhibit C).**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Unaudited Actuals Financial Reports are designed to inform the Governing Board, public, and other interested parties about the financial condition of the District. Reports include both year end balances for the previous year, as well as revisions to the current year's budget.

The Superintendent and Director of Finance will present highlights of this year's unaudited actuals financial reports to the Governing Board before action is taken on this item.

Comments: All 2019-2020 unrestricted and restricted programs have been closed out and now reflect year-end actual balances instead of budget estimates.

Itemized revisions reflect General Fund revenue and expenditure adjustments since revised budget adoption on August 12, 2020. These revisions include 2019-2020 ending balances, carryovers, budget adjustments and transfers.

Recommended Motion: Approve the 2019-2020 Unaudited Actuals Financial Reports (Exhibit C).

Attachments:
Exhibit C

Agenda Item: **11.B. Approve contract #CT3769 with Managed Health Network to provide an Employee Assistance Program for non-benefited staff.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: VEBA, the District's health and welfare provider, provides a similar service at no additional charge to District benefited staff. That plan was called EASE. Managed Health Network would provide an Employee Assistance Plan service for District non-benefited staff.

Comments: An Employee Assistance Plan provides services as follows:
A. Problem Solving Support and Counseling Services - Marriage, workplace, grief, alcohol and drug use, etc.
B. Work and Life Services - Provide contact information for Childcare and Eldercare Assistance, Financial Services, Legal Services, Identify Theft Recovery Services, and Daily Living Services
C. Health and Wellness Resources - Assess your health, track progress towards your wellness goals, and provide interactive and e-learning programs.

These services are confidential, and staff can contact them 24 hours a day, seven days a week.

Managed Health Network is renewing the Employee Assistance Plan for the same monthly rate of \$1.24 per employee, per month for an additional 2 years: November 1, 2020 through October 31, 2022.

Recommended Motion: Approve contract #CT3769 with Managed Health Network to provide an Employee Assistance Program for non-benefited staff.

Financial Impact: Contract cost: Not to exceed \$5,580
Additional staffing costs: \$0
Other costs: \$0
One time cost
General Fund

Attachments:
CT3769



2370 Kerner Boulevard
San Rafael, CA 94901
www.mhn.com

**EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT
BETWEEN
MANAGED HEALTH NETWORK
AND
NATIONAL SCHOOL DISTRICT
GROUP #2572**

This Employee Assistance Program Services Agreement ("Agreement"), is to be effective the 1st day of November, 2020, by and between **MANAGED HEALTH NETWORK** ("MHN"), a California corporation, and **NATIONAL SCHOOL NETWORK** ("Client"), a California corporation, with reference to the following facts:

RECITALS

WHEREAS, Client wishes to establish an Employee Assistance Program as defined herein, for the benefit of its employees and their Dependents.

WHEREAS, MHN is licensed as a specialized health care service plan under the Knox-Keene Health Care Service Plan Act of 1975, as amended.

WHEREAS, MHN has experience in providing Employee Assistance Program services and has established a network of professional providers to render required Employee Assistance Program services.

WHEREAS, Client wishes to engage MHN to provide such services and MHN wishes to provide the same on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. DEFINITIONS

1.1 "Combined Evidence of Coverage and Disclosure Form (Evidence of Coverage)" - a document as issued by MHN to a Covered Person that describes the specific Covered Services available to that Covered Person under a specific Employee Assistance Program Services Agreement.

1.2 "Covered Person or Member" - any individual who, pursuant to this Employee Assistance Program Services Agreement, is eligible for EAP benefits as a Subscriber or Dependent.

1.3 "Critical Incident Response (CIR)" - a group meeting and/or individual services regarding a disruptive or traumatic event occurring in the workplace. These services are conducted by qualified MHN providers and generally are conducted at the workplace.

1.4 "Dependent" - any person who is permanently residing in the Subscriber's household or is qualified as their dependent for federal income tax purposes.

1.5 "Employee Assistance Program" ("EAP") - the MHN program for the Assessment and Referral of Covered Persons as described in this Agreement, including short-term telephonic counseling as authorized by MHN.

1.6 "Initial Term" - the initial period of the Term of this Agreement as set forth at Paragraph 5.1, below.

1.7 "Intake Line" - a telephone number available twenty four (24) hours each day, seven (7) days each week to provide access to MHN's EAP services pursuant to this Agreement.

1.8 "Monthly Fee" - the amount to be paid to MHN by Client as set forth at paragraph 4.1.

1.9 "Participating Provider" - a professional contracting with MHN or its affiliates who furnishes Employee Assistance Program services to Covered Persons.

1.10 "Plan" - the Client's general health benefits plan established for its employees.

1.11 "Session" - any (a) in-person or telephonic consultation with a Covered Person in connection with the Covered Person's health, mental health, alcohol or substance abuse problems, (b) in-person consultation with a Covered Person after referral for motivation or referral, or (c) an in-person consultation or a telephone consultation requested by the Client regarding the Covered Person's performance.

1.12 "Subscriber" - an individual who is a non-benefitted employee of Client and for whom a fee is paid by Client to MHN.

1.13 "Term" - the Term of this Agreement as set forth at Paragraph 5.1, below.

II. DUTIES OF MHN

2.1 Intake Line. By calling such number, Covered Persons may obtain information regarding the scope of and the procedures for obtaining access to services and programs provided pursuant to this Agreement.

2.2 Participating Provider Network. MHN shall maintain a network of Participating Providers, to provide the counseling services to Covered Persons pursuant to this Agreement.

2.3 Employee Assistance Program. MHN shall provide or arrange for the following services:

a) Conduct orientation and training seminars for Client's managers, supervisors, and Covered Persons relating to the scope and nature of the EAP services as set forth in Exhibit 2.3 hereof. Health fair participation by MHN is subject to minimum participation requirements and provided at the discretion of MHN and as set forth in Exhibit 2.3 hereof. The training programs may also be to assist such personnel in identifying and dealing with employees whose job performance suffers from personal, health or substance abuse related problems and who are not responsive to normal on-site supervisory counseling procedures.

b) MHN will respond to requests for management/job performance referrals on a fee for service basis. For management/job performance referrals, MHN will provide, upon request and as determined by MHN to be necessary, initial evaluation and follow-up to monitor referred Member's adherence to the referral process and/or recommended service plan. Compliance reports to Client's representatives on referred employees will be contingent on the Member signing the Authorization for Disclosure Form ("AFD Form"). Following service delivery, all disclosures to Client's representatives will be limited to information authorized by the Member in the signed AFD Form, and as otherwise authorized by law.

c) MHN will respond to CIRs as set forth in Exhibit 2.3 relating to a distressing and traumatic event occurring in the Client's workplace on a fee for services basis at the rate of \$250.00 per hour as well as for any travel expenses (as set forth in Section 4.2), including without limitation, practitioner professional fees for travel time, incurred by MHN.

d) MHN shall provide a maximum of up to three (3) counseling sessions per incident per Covered Person per calendar year. In providing such services, MHN shall assess and refer Covered Persons to obtain the appropriate care aimed at restoring their ability to perform their job duties at an acceptable level and to provide general assistance in connection with substance abuse or mental health problems.

e) MHN shall design, recommend, produce, and provide materials and/or other information to Client to publicize its existence to Client's Covered Persons.

f) At the conclusion of assessment services, the Covered Person will be requested to complete a "Client Satisfaction Questionnaire."

g) Additional training hours as well as other organizational development services may be provided on a fee for service basis at the rate in effect at the time of service, as well as for any Travel Expenses, including without limitation, practitioner professional fees for travel time, incurred by MHN.

2.4 Reports to Client. MHN shall provide Client with the reports described in Exhibit 2.4, attached hereto and made a part hereof, at the intervals described therein.

2.5 Enhanced Work & Life Services. MHN shall also provide those EAP enhanced work & life services described in Exhibit 2.5 hereof. The fee for such services is included in the Monthly fee set forth in Section 4.1 of this Agreement.

2.6 Online Member Services. Client shall receive Online Member Services described in Exhibit 2.6 hereof. The fee for such services is included in the Monthly Fee set forth in section 4.1 of this Agreement.

2.7 Wellness Coaching Program. MHN shall also offer the Wellness Coaching Program as described in Exhibit 2.7 hereof. The fee for such services is included in the Monthly Fee set forth in section 4.1 of this Agreement.

III. DUTIES OF CLIENT

3.1 Dissemination of Information. Client shall inform all its employees who are Covered Persons of the services provided pursuant to this Agreement. Client shall also provide to Covered Persons information as to the existence and terms of this Agreement and shall annually distribute to Covered Persons copies of the MHN Combined Evidence of Coverage and Disclosure Form and any other appropriate MHN information materials periodically as MHN may request. Except with respect to materials prepared solely by MHN and distributed in accordance with MHN's instructions, MHN shall have no responsibility for the correctness of any information disseminated by Client or compliance with applicable laws, rules, or regulations. Client, as plan fiduciary, understands and agrees that it shall be fully responsible for Plan compliance with all relevant provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, including, but not limited to, any disclosures required to be given to Covered Persons under applicable Department of Labor regulations and/or other legal and regulatory requirements. The Client acknowledges that any designated Plan Administrator shall be responsible for Plan compliance including, but not limited to, the following:

- a) preparation and filing of Forms 5500 and/or 990;
- b) preparation, review and distribution of a Summary Plan Description as required by ERISA; and
- c) filing Summary Plan Description with U.S. Department of Labor.

3.2 Costs of Ongoing Treatment. Client shall inform all its employees who are Covered Persons that the cost of any treatment not specifically provided pursuant to this Agreement, shall be the responsibility of the Covered Person.

3.3 Client Liaison. Client shall designate an employee to act as a liaison between the Client and MHN under this Agreement and to be responsible for coordinating all of Client's requests for services under this Agreement.

IV. COMPENSATION OF MHN

4.1 Monthly Fee. Client shall pay to MHN a Monthly Fee equal to one dollar and twenty-four cents (\$1.24) per Subscriber. The Monthly Fee shall be due and payable on or before the first day of each month during the Term. Notwithstanding the provisions of 4.3 below, if there is an increase or decrease in the number of Covered Persons, MHN shall be entitled to adjust the compensation payment on a monthly basis. In the event that Client fails to forward any compensation payment by the due date, Client shall pay MHN a late payment penalty of one percent (1%) per month on all monies outstanding in excess of thirty (30) days. If the Monthly Fee is not received by MHN as set forth above, MHN may send a Written Notice of Termination effective on the last day of the month for which full payments were received. The Client may automatically reinstate the Agreement by remitting, within fifteen (15) days of the date of Written Notice of Termination, all outstanding invoiced Monthly Fees to MHN.

4.2 Travel Expenses. Travel Expenses (and professional fees billed by providers for travel time) incurred by MHN on behalf of Client are not included in the Monthly Fee and shall be billed by MHN to Client as incurred. Client shall reimburse MHN for said expenses within thirty (30) days of receipt of such billing.

4.3 Adjustments to Fees. The Fees shall remain in effect for the Initial Term of this Agreement. Thereafter, MHN may adjust the Fees upon thirty (30) days prior written notice to Client. If Client objects to any such adjustment in the Fees and if MHN and Client are unable to reach an agreement with respect to such adjustment, this Agreement shall be terminated upon five (5) days prior written notice by either party. If no such notice is received by either party by the time that the adjusted Fee is to be effective, the parties shall be deemed to have agreed upon the Fee adjustment as set forth in MHN's notice of adjustment. Termination of this Agreement shall be the sole remedy for unresolved disputes relating to adjustment in the Fees and such disputes shall, accordingly, not be subject to arbitration.

V. TERM AND TERMINATION

5.1 Term. This Agreement shall commence upon the 1st day of November, 2020 (the "Effective Date"), and shall initially continue in effect for a period of twenty-four (24) months, through the 31st day of October, 2022, following which it shall be automatically extended for successive periods of one (1) year, subject to section 4.3, "Adjustment of Fees", unless either party terminates this Agreement in writing at least sixty (60) days prior to the end of the then current Term, or unless otherwise terminated in accordance with the provisions hereof.

5.2 Termination. Either party may terminate this Agreement with or without cause with a sixty (60) day advance notice in writing to the other party; or either party may terminate this Agreement in writing if:

a) Either party materially breaches this Agreement, and such material breach continues for a period of fifteen (15) days after written notice is given to the breaching party, specifying the nature of the breach and requesting that it be cured. If, however, the nature of breach is such that it cannot be cured within the fifteen (15) day period, then if the breaching party commences such cure in good faith within ten (10) days after delivery of the aforesaid notice and gives written notice to the non-breaching party of the action being taken to effect such cure, then this Agreement shall not be canceled. In no event shall such breach continue more than thirty (30) days after receipt of the aforesaid notice; or

b) Either party shall be adjudged bankrupt, become insolvent, have a receiver of its assets or property appointed, make a general assignment for the benefit of creditors, or institute or cause to be instituted any procedure for reorganization or rearrangement of its affairs.

VI. NOTICE TO COVERED PERSONS

Client shall inform all Covered Persons of any termination of this Agreement. MHN shall not have any obligation for claims submitted for dates of service following termination of this Agreement. Any services authorized by MHN but incurred after termination of this Agreement are the responsibility of the Covered Person.

Transfer of Records. Upon the termination of MHN's duties pursuant to this Agreement, it shall be the responsibility of the Client to arrange and pay all costs for the transfer to the successor EAP company any of the Client's records in MHN's possession involving job performance referrals. MHN may transfer such records in any form as it may desire; including computer tapes or disks. It is the responsibility of the Client to convert such information into a form required by the successor. Both parties agree that any such release of Member records regarding job performance referrals are wholly contingent upon the Member's agreement to this transfer by signing an AFD Form.

VII. ACCESS TO BOOKS AND RECORDS

Client agrees that MHN may have access to Client's books and records, on reasonable notice, and at reasonable times, during normal business hours, Monday through Friday of each week, to verify the number of Covered Persons reported by Client hereunder. This provision shall survive any termination of this Agreement.

VIII. PROPRIETARY MATERIALS

8.1 MHN Materials. Client acknowledges that MHN has developed and will develop in connection with this Agreement, certain symbols, trademarks, service marks, designs, data, processes, plans, procedures and information, all of which are proprietary information and trade secrets of MHN (Collectively referred to as "Materials"). Such Materials include, without limitation, Materials relating to MHN's Quality Management/Utilization Management Program, the Intake Line and all Materials prepared and distributed by MHN in connection with its Employee Assistance Programs. Client shall not use any of MHN's proprietary Materials, except as expressly contemplated by this Agreement, without the prior written consent of MHN, and shall cease any and all usage of Materials immediately upon the termination of this Agreement or at MHN's request.

8.2 Confidentiality of Parties' Records and Materials. All files, data and information relating to the business of either party in possession of the other party will be deemed confidential and will not be disclosed except upon lawful order of a court or public authority which order compels obedience under penalty of contempt, fine, or impairment or loss of the right to do business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing detailing the circumstances and extent of such disclosure.

IX. CONFIDENTIALITY OF PATIENT INFORMATION

Each party shall maintain the confidentiality of information in its possession contained in the records of Covered Persons in accordance with applicable state and federal laws and regulations or other applicable law, and shall not release such information, either to each other or to any other person or entity, except as permitted by law or in accordance with a validly executed release.

X. MISCELLANEOUS

10.1 Regulation. MHN is subject to regulation by the California Department of Managed Health Care and this Agreement is subject to the requirements of the Knox-Keene Health Care Service Plan Act of 1975 (the "Act", commencing with Section 1340 of the California Health and Safety Code) and the regulations promulgated thereunder (found at Chapter 3 of Title 10 of the California Code of Regulations). Any provision required to be in this Agreement by either of these sources of law shall bind the parties whether or not provided hereunder.

10.2 Relationship of the Parties. In the performance of the work, duties and obligations of the parties to this Agreement, the parties shall at all times be acting and performing as independent contractors. No relationship of employer and employee, or partners or joint venturers is created by this Agreement, and neither party may therefore make any claim against the other party for social security benefits, workers' compensation benefits, unemployment insurance benefits, vacation pay, sick leave or any other employee benefit of any kind.

10.3 Notices. Except as set forth herein, all notices required or permitted to be given hereunder, shall be in writing and shall be sent by United States mail, certified or registered, return receipt requested, postage prepaid, or by facsimile, or sent by a nationally recognized overnight courier or delivery service to the parties hereto at their respective addresses set forth herein, or such other address as may be fixed in accordance with the provisions hereof. Except as set forth herein, if mailed in accordance with the provisions of this paragraph, such notice shall be deemed to be received three (3) business days after mailing.

10.4 Entire Agreement; Amendment. This Agreement and all exhibits and other documents furnished pursuant to this Agreement and expressly made a part hereof shall constitute the entire agreement between the parties, and supersedes all other agreements, written or otherwise. This Agreement may be amended by a signed written agreement of the parties.

10.5 Provisions Separable. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

10.6 Dispute Resolution. Client agrees to submit to arbitration as set forth in Exhibit 10.6.

10.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach thereof.



10.8 Applicable Law. This Agreement shall be governed in all respects by the laws of the State of California.

10.9 Indemnification.

(a) Responsibility for Own Acts. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees, independent contractors, volunteers, interns or Client's affiliated professionals or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

(b) Client agrees to indemnify, defend, and hold harmless MHN, its agents, officers, and employees from and against any and all liability expense including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from Client's performance or failure to perform its obligations hereunder.

(c) MHN agrees to indemnify, defend, and hold harmless Client, its agents, officers, and employees from and against any and all liability expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from MHN's performance or failure to perform its obligations hereunder.

10.10 Assignments/Subcontracting. Neither party shall have the right to assign, delegate or subcontract any of its rights or obligations without the prior written consent of the other party. Notwithstanding the foregoing, MHN shall have the right to sell, transfer, convey or assign this Agreement to any successor, subsidiary, parent or affiliate of MHN and such assignee shall acquire all of the rights, duties and obligations of MHN set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

"Client"
NATIONAL SCHOOL DISTRICT
1500 N. Avenue
National City, CA 91950

"MHN"
MANAGED HEALTH NETWORK
2370 Kerner Boulevard
San Rafael, CA 94901

By: _____

By: 

Name: _____

Name: Devan Cross

Title: _____

Title: President

Date: _____

Date: 09/02/2020

TABLE OF EXHIBITS

| | |
|---------------------|-------------------------------|
| Exhibit 2.3 | Client Training Programs |
| Exhibit 2.4 | Reports to Client |
| Exhibit 2.5 | Enhanced Work & Life Services |
| Exhibit 2.6 | Online Member Services |
| Exhibit 2.7 | Wellness Coaching Program |
| Exhibit 10.6 | Arbitration |

EXHIBIT 2.3
CLIENT TRAINING PROGRAMS

The following training programs shall be provided as requested by Client at no additional charge.

1. Employee orientations, supervisory orientations and health fairs will be provided as set forth in Section 2.3 and as follows:

| <u>Employee Orientations</u> | <u>Supervisory Orientations</u> | <u>Health Fairs</u> |
|---|---|---|
| Telephonic, web-video, communication materials only | Telephonic, web-video, communication materials only | Telephonic, web-video, communication materials only |

The following training programs shall be provided as requested by Client on a fee for service basis at the rate in effect at the time of service.

1. Management Consults/Job Performance Referrals and related follow-ups.
2. Training hours may be purchased separately as set forth in Section 2.3 (g).
3. Critical Incident Response [except as provided in Section 2.3 (c)].



2370 Kerner Boulevard
San Rafael, CA 94901
www.mhn.com

**EXHIBIT 2.4
REPORTS TO CLIENT**

| Name of Report | Interval |
|------------------------|-----------------|
| EAP Utilization Report | Annually |

EXHIBIT 2.5 ENHANCED WORK & LIFE SERVICES

Enhanced Work & Life Services – Summary

Enhanced Work & Life Services provide telephonic consultations to help members deal with a wide variety of daily life issues including childcare, eldercare, financial and legal services, and identity theft recovery services and more.

Enhanced Work & Life Services – Description

- **Enhanced Childcare Assistance** – This plan covers the telephonic consultation and referrals to childcare resources, including childcare centers and special needs providers. Members can also obtain a list of up to five (5) appropriate providers with confirmed openings within twelve business hours.

Additionally, a wide variety of print and online information is included. Informational articles, links and interactive tools are available online, and depending on their needs and interests Members may receive books, tip sheets, brochures, videos and/or interactive CDs following their consultation:

- | | |
|---|--|
| <input type="checkbox"/> Becoming A Parent | <input type="checkbox"/> Emergency Care Services |
| <input type="checkbox"/> Adoption | <input type="checkbox"/> Children’s Wellness |
| <input type="checkbox"/> Child Development | <input type="checkbox"/> Children’s Illnesses |
| <input type="checkbox"/> Child Care / Schools | <input type="checkbox"/> Loss / Grief Information |
| <input type="checkbox"/> Care Management | <input type="checkbox"/> Special Needs |
| <input type="checkbox"/> Parenting Skills | <input type="checkbox"/> Relocation |
| | <input type="checkbox"/> College / Universities / Vocation Schools |

- **Enhanced Eldercare Assistance** – This plan offers a telephonic consultation to assess healthcare needs, financial and legal concerns, living arrangements, etc., plus referrals to eldercare providers and residential facilities. Members can also obtain a list of up to five (5) appropriate providers with confirmed openings within twelve business hours.

Additionally, a wide variety of print and online information is included. Informational articles, links and interactive tools are available online, and depending on their needs and interests Members may receive books, tip sheets, brochures, videos and/or interactive CDs following their consultation:

- Senior Care
- Active Adult / Mature Transitions
- Adult Dependent Care

- **Daily Living Services** – This service provides a telephonic consultation and referrals to consultants and businesses that can help with everyday needs, including pet care, landscaping, auto repair, home maintenance, travel, alternative medicine, nutrition and fitness, household services. Please note that this service only provides general information regarding referrals and does not cover the cost of services purchased nor does MHN guarantee the delivery and/or quality of any service. MHN reserves the right to decline specific requests at MHN’s sole discretion.
- **Financial Services** – This plan covers the telephone services of financial counselors who offer telephone educational and consultative assistance to help Members with an array of financial concerns. This service includes as needed telephonic consultation(s) per separate matter. Topics include credit counseling, debt and budgeting assistance, financial planning for college and retirement planning. Please note that investment advice, loans and bill payments are not included. *One Session = Telephone Session.*

- **Legal Services** – This plan offers either an in-person office visit or the telephone service of a network attorney or mediator to provide the Member a one half-hour consultation session. This includes one 30-minute telephonic consultation with a network attorney or mediator per separate legal matter, and also includes a 25% discount on rates if legal consultant is hired for additional services. Telephonic or face-to-face consultations for issues relating to civil, consumer, personal and family law, financial matters, real estate, estate planning and more. This plan excludes certain specialized legal areas including labor and employment law or disputes or actions between you and your employer or MHN. *One Session = Telephone or Face to Face Session of up to thirty (30) minutes.*
- **Identity Theft Recovery Services** –This service includes a telephonic consultation with a fraud resolution specialist who will help the Member to determine if the Member was a victim of identity theft and recommend options on how to place fraud alerts, freeze credit, file police reports, and conduct other activities necessary to resolve fraud. General information on identity theft prevention is also available. *One Session = Telephone Session of up to thirty (30) minutes.*

EXHIBIT 2.6

MHN ONLINE MEMBER SERVICES

Premier Package Description

General

MHN Online Member Services Premier package is designed to provide Client's employees and eligible dependents online access to Employee Assistance Program (EAP) benefits, practitioner and provider searches, authorizations and behavioral health services that include a number of self-help programs, as well as professional assistance.

The MHN Online Member Services Premier package features include:

Your EAP Benefits

- EAP Benefit Summary
- Description of Benefits

Emotional Health

- Self-Assessments: Depression, Anxiety, Stress, Insomnia, and Alcohol and Substance Abuse
- Self-Help Programs: Depression, Anxiety, Stress, Insomnia, and Alcohol and Substance Abuse
- Articles & More, Facts and information, Quick Tips
- Links to related sites
- Practitioner Search and Request Authorization

Health and Fitness

- Health Assessment
- Health Calculators
- Articles & More
- Links to related sites
- Prevention and wellness

Family & Work

- Child and Elder Care Resource Directories
- Articles & More
- Links to related sites

Financial & Legal

- Financial Calculators
- Articles & More
- Links to related sites

Immediate Crisis Support

Available throughout the site, this function provides Client's employees and eligible dependents with a telephone number should they need urgent intervention from a licensed clinician.

Special Feature

- Monthly Electronic Newsletter

EXHIBIT 2.7 WELLNESS COACHING PROGRAM

MHN provides wellness coaching assistance telephonically by web and via instant messaging to eligible Members. The program is designed to provide solution-focused guidance. Wellness coaching offers a positive connection and supportive relationship between the coach and Member. Throughout the wellness coaching sessions, Live Well wellness coaches gently support, guide, and hold Members accountable to their healthier lifestyle practices.

Using the whole person approach, the wellness coach will answer a Member's general wellness questions, assist the Member in developing a wellness plan, and provide preventive wellness coaching and lifestyle consultation for:

- Weight management
- Smoking cessation
- Fitness and exercise
- Nutrition
- Stress management
- Overall lifestyle improvement
- Lifestyle support for chronic conditions such as asthma, diabetes, and cardiovascular disease

STANDARD WELLNESS COACHING PROVIDES:

- Wellness coaching via toll-free phone or instant messaging, Monday through Friday from 8 am to 8 pm EST throughout the continental United States
- Personalized program development and goal setting with one on one support from a professional trained in healthcare coaching
- Educational materials on fitness and health-related topics
- Online healthy lifestyle multimedia programs for weight management, smoking cessation, stress management and fitness
- Online health awareness tools including questionnaires and health profiles, videos, diet and fitness tracking tools, and downloadable tip sheets
- Secure personalized Web portal

**EXHIBIT 10.6
ARBITRATION**

1. Any controversy between the parties of this Agreement, including, but not limited to, Members, shall be resolved, to the extent possible, by informal meeting or discussions between the appropriate representatives of the parties.

2. In the event that a dispute is not resolved in that process, MHN uses binding arbitration as the final method for resolving all such disputes, whether stated in tort, contract or otherwise, and whether or not other parties such as employer groups, health care practitioners, or their agents or employees, are also involved. In addition, disputes with MHN involving alleged professional liability or medical malpractice (that is, whether any medical services rendered were unnecessary or unauthorized or were improperly, negligently or incompetently rendered) also must be submitted to binding arbitration.

3. Client hereby agrees to submit all disputes to final and binding arbitration. Likewise, MHN agrees to arbitrate all such disputes. By agreeing to binding arbitration, both parties agree to forego any right they may have to a jury trial on such disputes. However, no remedies that otherwise would be available to either party in a court of law will be forfeited by virtue of this agreement to use and be bound by MHN's binding arbitration process. This agreement to arbitrate shall be enforced even if a party to the arbitration is also involved in another action or proceeding with a third party arising out of the same matter.

4. MHN's binding arbitration process is conducted by selection of mutually acceptable arbitrator(s) by the parties. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern arbitrations under this process. In the event that total amount of damages claimed is \$200,000 or less, the parties shall, within 60 days of the demand for arbitration to MHN, appoint a mutually acceptable single neutral arbitrator who shall hear and decide the case and have no jurisdiction to award more than \$200,000. In the event that total amount of damages is over \$200,000, the parties shall, within 60 days of the demand for arbitration to MHN, appoint a panel of three neutral arbitrators (unless less than three is mutually agreed upon), who shall hear and decide the case.

5. Arbitration can be initiated by submitting a demand for arbitration to MHN at the address provided below. The demand must have a clear statement of the facts, the relief sought and a dollar amount.

Litigation Administrator
21650 Oxnard Street, #1520
Woodland Hills, CA 91367

6. Upon receipt of a demand for arbitration by MHN, the parties will have 60 days to attempt to reach an agreement to select mutually acceptable arbitrator(s) as outlined above. If the parties fail to reach an agreement during this time frame, then either party may apply to a Court of Competent Jurisdiction for appointment of the arbitrator(s) who would hear and decide the matter.

7. The arbitrator is required to follow applicable state or federal law. The arbitrator may interpret this Agreement, but will not have any power to change, modify or refuse to enforce any of its terms, nor will the arbitrator have the authority to make any award that would not be available in a court of law. At the conclusion of the arbitration, the arbitrator will issue a written opinion and award setting forth findings of fact and conclusions of law, and that award will be binding on all parties. The parties will share equally the arbitrator's fee involved in the arbitration. Each party also will be responsible for their own attorneys' fees.

Agenda Item: **11.C. Approve membership for District Administrators in the Association for Supervision and Curriculum Development (ASCD) for the 2020-2021 school year.**

Speaker: Dr. Leighangela Brady, Superintendent

Quick Summary / Abstract: Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2020-2021 school year for District Administrators.

Membership in ASCD provides individuals with access to ASCD monthly Educational Leadership Journal, Education Update Newsletter, Curriculum Update Newsletter, and five free books each year. Members also have access to the ASCD website, which provides access to research-based materials, search capabilities, and archived information on educational trends and strategies at the K-12 level.

Comments: ASCD is a national organization that provides research-based information to professional educators on a series of current topics and trends in education related to leadership, instruction, staff development, and curriculum. Through monthly publications, consortiums, conferences, and video- based staff development programs, educators have access to various perspectives in modern education, both locally and internationally.

Education Code Section 35172 only allows for the payment of memberships for schools or associations. There is no specific authority for the payment of individual memberships; therefore, governing boards must take specific action to approve the use of District funds for this purpose.

Recommended Motion: Approve membership for District Administrators in the Association for Supervision and Curriculum Development (ASCD) for the 2020-2021 school year.

Financial Impact: Membership costs: \$89 per member
Annual Cost
General Fund – Individual Site Discretionary Budgets

| | |
|---------------------------|--|
| Agenda Item: | 11.D. Accept gifts. |
| Speaker: | Dr. Leighangela Brady, Superintendent |
| Rationale: | <ol style="list-style-type: none"> 1. \$1,500.00 from San Diego Gas & Electric to Kimball School for teacher supplies and materials. 2. Eight hundred sixty-four backpacks from Costco Wholesale to National School District for students in kindergarten. 3. \$40.00 from United Cerebral Palsy to Ira Harbison School for student activities. |
| Quick Summary / Abstract: | <ul style="list-style-type: none"> • San Diego Gas & Electric is a community partner with an interest in support local schools through their "Time of Use" campaign in which parents pledge to conserve energy. • Costco Wholesale is a community partner with an interest in supporting local youth. • United Cerebral Palsy Association of SDC is a nonprofit organization that educates, advocates, and provides support services to people with disabilities. |
| Comments: | National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290. |
| Recommended Motion: | Accept gifts. |

Agenda Item: **12. BOARD WORKSHOP**

Agenda Item:

13. BOARD/CABINET COMMUNICATIONS

Agenda Item: **14. ADJOURNMENT**