

## Governing Board Agenda

## May 22, 2019

## 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, Clerk

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, Member**

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, President

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

## This meeting may be recorded

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

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

## Speaking to the Board

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

#### **Compliance with Americans with Disabilities Act**

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

#### **Translation Services**

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

### **Equal Opportunity Employer**

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





## **REGULAR MEETING OF THE GOVERNING BOARD**

Rancho de la Nación School 1830 East Division Street National City, CA 91950

Wednesday, May 22, 2019

Closed Session -- 4:00 p.m.

Open Session -- 6:00 p.m.

## AGENDA

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

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

Creating Successful Learners... Now

## 1. CALL TO ORDER

## **2.** PUBLIC COMMUNICATIONS

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

## 3. ADJOURN TO CLOSED SESSION

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

Closed session in accordance with Government Code Section 54956.9: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Three Cases Case No.37-2019-00013577-CU-OE-CTL OAH Case No.2019030777 OAH Case No.2019031140

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

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

## 5. RETURN TO OPEN SESSION

6. CALL TO ORDER

## 7. PLEDGE OF ALLEGIANCE

## 8. ROLL CALL

## 9. PRESENTATIONS

**9.A.** Student presentation regarding update on BCK Programs waste diversion and green efforts.

Leighangela Brady, Superintendent & Barbara Avalos, Board Clerk

Alma Sarmiento, Board President 9.B. Presentation by Rancho de la Nación School students.

**9.C.** Recognize Mrs. Sonia Ahumada, Rancho de la Nación School, as the National School District Volunteer of the Month for May 2019.

**9.D.** Recognize Maria Saludares, teacher, Rancho de la Nación School, as the National School District Employee of the Month for May 2019.

**9.E.** Recognize one sixth-grade student from each school as a Distinguished Scholar for the 2018-2019 school year.

9.F. Recognize District students for seven years of perfect attendance.

**9.G.** Recognize the District winner and finalists of the third annual sixth grade writing contest.

9.H. Recognize the District winners of the first annual Kids' Recipe Contest.

9.I. Recognize and honor Teacher of the Year nominees for 2019.

Kathy Melanese, Principal, Rancho de la Nación School & Brian Clapper, Board Member

Kathy Melanese, Principal, Rancho de la Nación School & Maria Betancourt-Castañeda, Board Member

Kathy Melanese, Principal, Rancho de la Nación School & Alma Sarmiento, Board President

Leighangela Brady, Superintendent & Governing Board Members

Leighangela Brady, Superintendent & Governing Board Members

Leighangela Brady, Superintendent & Governing Board Members

Jon Hansen, Director of Business Support Services & Barbara Avalos, Board Clerk

Leticia Hernandez, Assistant Superintendent, Human Resources & Brian Clapper, Board Member **9.J.** Recognize the National Board Certified Teachers from National School District.

### **10.** RECEPTION

#### **11. PUBLIC COMMUNICATIONS**

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#### 12. AGENDA

**12.A.** Approve agenda.

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

13.A. Minutes

**13.A.I.** Approve the minutes of the Regular Board Meeting held on May 8, 2019.

13.B. Administration - None

### **13.C.** Human Resources

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

Brenna Baringer, Assistant Principal, Central School & Maria Betancourt-Castañeda, Board Member

Alma Sarmiento, Board President

Alma Sarmiento, Board President

Leighangela Brady, Superintendent

Alma Sarmiento, Board President

Leighangela Brady, Superintendent

Leighangela Brady, Superintendent

Leticia Hernandez, Assistant Superintendent, Human Resources

<b>13.C.II.</b> Accept the employee resignations/retirements.	Leticia Hernandez, Assistant Superintendent, Human Resources
<b>13.D.</b> Educational Services - None	Sharmila Kraft, Assistant Superintendent, Educational Services
13.E. Business Services	Educational Services
<b>13.E.I.</b> Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A.	Christopher Carson, Assistant Superintendent, Business Services
14. GENERAL FUNCTIONS	
14.A. Discussion regarding school photography for the 2019-2020 school year.	Leighangela Brady,
<b>15.</b> EDUCATIONAL SERVICES	Superintendent
<b>15.A.</b> Approve purchase of annual software licenses and/or subscriptions for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent Educational Services
<b>15.B.</b> Approve purchase of Windows Server licenses for National School District.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>15.C.</b> Approve contract #CT3601 with San Diego County Office of Education (SDCOE) to transition the network operating system to Microsoft server.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>15.D.</b> Approve contract #CT3604 with Curriculum Associates to provide professional learning to National School District teachers for iReady Common Core.	Sharmila Kraft, Assistant Superintendent, Educational Services
<b>15.E.</b> Approve contract #CT3605 with PBL Consulting to provide National School District teachers and administrators professional development.	Sharmila Kraft, Assistant Superintendent, Educational Services
16. HUMAN RESOURCES	
<b>16.A.</b> Approve Declaration of Need for Fully Qualified Educators for the 2019-2020 school year.	Leticia Hernandez, Assistant Superintendent, Human Resources

**16.B.** Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the California School Employees Association and its Chapter 206 (CSEA) for the 2019-2020 school year.

**16.C.** Approve the negotiated agreement for the 2019-2020 school year between the National City Elementary Teachers Association (NCETA) and the Governing Board of National School District.

## **17.** BUSINESS SERVICES

17.A. Accept gifts.

## **18.** BOARD WORKSHOP

## **19.** BOARD/CABINET COMMUNICATIONS

**20.** ADJOURNMENT

Leticia Hernandez, Assistant Superintendent, Human Resources

Leticia Hernandez, Assistant Superintendent, Human Resources

Christopher Carson, Assistant Superintendent, Business Services

Agenda Item:	1. CALL TO ORDER
Agenda Item:	2. PUBLIC COMMUNICATIONS
Speaker:	Alma Sarmiento, Board President
Quick Summary / Abstract:	Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.
Agenda Item:	3. ADJOURN TO CLOSED SESSION
Agenda Item:	4. CLOSED SESSION – 4:00 P.M.
Quick Summary / Abstract:	Closed session in accordance with Government Code Section 54956.9: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Three Cases Case No.37-2019-00013577-CU-OE-CTL OAH Case No.2019030777 OAH Case No.2019031140
	Closed session in accordance with Government Code Section 54957: PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
	Closed session in accordance with Government Code Section 54957: PUBLIC EMPLOYEE APPOINTMENT Title: Principal
Agenda Item:	5. RETURN TO OPEN SESSION
Agenda Item:	6. CALL TO ORDER
Agenda Item:	7. PLEDGE OF ALLEGIANCE

## Agenda Item: 8. ROLL CALL

Quick Summary / Abstract:

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

## Staff:

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

## Agenda Item: 9. PRESENTATIONS

# Agenda Item:9.A. Student presentation regarding update on BCK Programs waste diversion and<br/>green efforts.

Speaker: Leighangela Brady, Superintendent & Barbara Avalos, Board Clerk

Quick Summary /Students from the waste diversion teams at Palmer Way and El Toyon will update the<br/>National School District Governing Board and Administration about the continued work<br/>completed this school year to reduce District-wide waste.

The Palmer Way PAWS (Panther's Attack Waste Squad) team continued their work from last year and will share with the Board their progress and the results from a waste audit conducted at the District Office. In addition, students will share how they completed a training video for other National School District schools to use to reduce waste.

The El Toyon SERT (Soaring Eagles Recycling Team) Team conducted the District's first comprehensive food waste audit and will share the results and their recommendations to reduce waste at all schools.

Lastly, BCK Programs will provide the Board with additional updates on District sustainability progress.

Agenda Item:9.B. Presentation by Rancho de la Nación School students.

Speaker: Kathy Melanese, Principal, Rancho de la Nación School & Brian Clapper, Board Member

Quick Summary / Rancho de la Nación Elementary has participated in the Fleet Science Center's after-school SciTech program for two years. Through hands-on science investigations students make concrete connections to everyday life while developing creative thinking and problem-solving skills that they will use throughout their lives. SciTech inspires girls to become innovative and creative thinkers by fostering excitement and interest in science, technology, and engineering. SciTech aims to build self-confidence and scientific literacy, foster an interest in STEM careers, and make science accessible in underrepresented communities.

Agenda Item:9.C. Recognize Mrs. Sonia Ahumada, Rancho de la Nación School, as the National<br/>School District Volunteer of the Month for May 2019.Speaker:Kathy Melanese, Principal, Rancho de la Nación School & Maria Betancourt-Castañeda,<br/>Board MemberQuick Summary /Mrs. Ahumada is a community volunteer who has given her time to Rancho de la Nación<br/>School since 2017. Mrs. Ahumada enjoys helping our students, teachers, and staff. She<br/>helps in the classroom with special projects, in the office running copies or parent notices,<br/>and parents in the Dinosaur Program sponsored by the South Bay Community Services.<br/>Mrs. Ahumada has given countless hours to the Rancho de la Nación School, making her a<br/>valued member of our community.

# Agenda Item:9.D. Recognize Maria Saludares, teacher, Rancho de la Nación School, as the<br/>National School District Employee of the Month for May 2019.

Speaker: Kathy Melanese, Principal, Rancho de la Nación School & Alma Sarmiento, Board President

Quick Summary /Ms. Saludares is an excellent first grade teacher at Rancho de la Nación. She<br/>exemplifies the National School District Core Values and Mission in the work she does<br/>every day on behalf of the children she teaches.

Children First: Maria places children at the forefront of all that she does. She works to provide each student with what they need in terms of academics, social, emotional, and behavioral needs. She differentiates her approach to instruction and behavior management; treating each child as an individual. Maria's teaching is student-centered, rigorous, and engaging. She continues to learn and refine her instruction so that she provides the most productive learning environment for children. Her words and actions build students' self-confidence, and they know that they are loved by her.

Whatever It Takes: Maria goes above and beyond to support her students and their families with whatever they need. Every day at dismissal, Maria conferences with parents and builds a trusting relationship, so that students are successful. She regularly attends professional development. She knows that continuous learning is instrumental in student achievement, and Maria is also involved in a number of site projects that are all in the name of giving back to children. She attends the Walk to School Day, helps with the fall festival, attends the school dance, and assists with our school book fair. Maria can always be counted on to do whatever it takes for our kids and our staff.

Relationships Matter: Maria is a team player. Her ability to form trusting relationships with staff and families is evidenced in the number of former students who come back to visit her. Maria has a wonderful rapport with all of the staff. Her warm smile, easy going nature, and approachable style make it easy for her to build a positive relationship with others.

We are so happy to have Maria as part of our Rancho family!

9.E. Recognize one sixth-grade student from each school as a Distinguished Scholar for the 2018-2019 school year.
Leighangela Brady, Superintendent & Governing Board Members
In an effort to promote student recognition, the Sweetwater Kiwanis Club has graciously agreed to sponsor our Distinguished Scholars Program for the 15th consecutive year in conjunction with the Governing Board.
The Governing Board will present a Medal of Distinction to each scholar. In addition, the Sweetwater Kiwanis Club has agreed to recognize each Distinguished Scholar by presenting them with a \$50 gift card.
The following students have been selected as National School District Distinguished Scholars:
Central School - Darren Hermoso El Toyon School - Aldrin Aurellano Ira Harbison School - Favian Hurtado Kimball School - Lucia Calderon-Alvarez Las Palmas School - Jheyan Arzobel Lincoln Acres School - Jacob Gonsalves Olivewood School - Chanelle Olazaba John Otis School - Darian Orozco Palmer Way School - Kaela Ann Fuentes Rancho de la Nación School - Katherine Tellez Ramos
The sixth grade scholars were selected by their teachers and principals according to one or more of the following criteria:
• Demonstrated Academic Excellence - Recipients of this award have demonstrated consistent, high standards of written work and classroom participation throughout their educational process.
• Community Service - Recipients of this award have made significant, recognized efforts to assist members of their community over time or have organized some outstanding community effort to benefit others.
• Leadership Ability - Recipients of this award have demonstrated outstanding leadership performance over time in school affairs.
Each scholar will be introduced to the Governing Board by their teacher or school principal. Representatives of the Sweetwater Kiwanis Club, will present the gift card to each scholar.

Agenda Item:	9.F. Recognize District students for seven years of perfect attendance.
Speaker:	Leighangela Brady, Superintendent & Governing Board Members
Quick Summary / Abstract:	The National School District Governing Board wishes to recognize the following students for seven years of perfect attendance from kindergarten through sixth grade:
	Alexa Abarca - Ira Harbison School Zaryan Crews - Kimball School
Comments:	These students attended National School District since kindergarten without any tardies, early dismissals or absences.

Agenda Item: 9.G. Recognize the District winner and finalists of the third annual sixth grade writing contest.

Speaker: Leighangela Brady, Superintendent & Governing Board Members

Quick Summary /In honor of Read Across America Week, all sixth-grade students in National SchoolAbstract:District were challenged to write a picture book story. Principals selected one winning<br/>entry per school to be honored by the Governing Board tonight. The following students<br/>were selected as winners for their schools:

School	Author	Book Title	
El Toyon	Aeris Rivera	The Secret to Forgiveness	
Kimball	Eduardo Trujillo Palomino Turtle Three		
Las Palmas	Alejandro Valverde	Juan's New School	
Lincoln Acres	Giselle Fresneda	Differences in People	
Olivewood	Isabel Guerra	Mind and Tart	
John A. Otis	Noah Ong	Stick-Bot	
Palmer Way	Kaela Ann Fuentes	Hope and Faith	
Rancho de la Nación	Malaya O'Brien	Different	

\*Illustrator, Jade Saavedra Hernandez, Lincoln Acres School, will also be recognized.

Comments: During this recognition, a District winner will also be presented to the Governing Board.

Alejandro Valverde from Las Palmas school was selected as this year's District winner. Alejandro's story will serve as next year's Read Across America book, and will be printed for each of National School District's school libraries.

## Agenda Item: 9.H. Recognize the District winners of the first annual Kids' Recipe Contest.

Speaker: Jon Hansen, Director of Business Support Services & Barbara Avalos, Board Clerk

Quick Summary /The Child Nutrition Services (CNS) Department held their first annual Kids' RecipeAbstract:Contest this year. We wanted to give our students a chance to be creative by submitting a<br/>salad recipe that was made with healthy ingredients and that was innovative. The contest<br/>was open to all students of all grade levels. One of our goals as a department is to educate<br/>our students on how to live a healthy lifestyle. We are encouraging students to think about<br/>ways they can do that at home with salads they would love to make for themselves.

School	Recipe Winner		
Central	Christian Nzegwu – 1 <sup>st</sup> Grade		
El Toyon	Christian Chavez – 2 <sup>nd</sup> Grade		
Ira Harbison	Elizabeth Banuelos-Carrillo – 2 <sup>nd</sup> Grade		
Kimball	Sebastian Zavala Eselu – 5 <sup>th</sup> Grade		
Las Palmas	Xavier Esteensmith – 5 <sup>th</sup> Grade		
Lincoln Acres	Fernando Flores – 3 <sup>rd</sup> Grade		
Olivewood	Janeth Morales – 4 <sup>th</sup> Grade		
John A. Otis	Raynali Gallegos – 5 <sup>th</sup> Grade		
Palmer Way	Valeria Covarrubias – 5 <sup>th</sup> Grade		
Rancho de la Nación	Jancarlos Sanchez – 3 <sup>rd</sup> Grade		

Comments: This contest was inspired by the Super Seasonal Super Salad Bars offered at the schools and the newly formed partnership with Olivewood Gardens.

The recipes were evaluated by the Child Nutrition Services staff for creativity and healthfulness. The best recipe was selected from each school site. Tonight, we present the winning salads and the students behind them.

Agenda Item:	9.I. Recognize and honor Teacher of the Year nominees for 2019.
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources & Brian Clapper, Board Member
Quick Summary / Abstract:	The following Teacher of the Year nominees will be honored at the Board meeting:
Abstract.	1. Oralia Lopez-Mascorro, Classroom Teacher, Rancho de la Nación
	2. Elma Porras, Classroom Teacher, John A. Otis

Agenda Item:	9.J. Recognize the National Board Certified Teachers from National School District.
Speaker:	Brenna Baringer, Assistant Principal, Central School & Maria Betancourt-Castañeda, Board Member
Quick Summary / Abstract:	National Board Certification (NBC) was designed to develop, retain and recognize accomplished teachers, and to generate ongoing improvement in schools nationwide. It is the most respected professional certification available in K-12 education. National Board Certification is a voluntary, advanced teaching certificate that goes beyond state licensure. National Board Certification has national standards for what accomplished teachers should know and be able to do. The National Board certifies teachers who successfully complete its rigorous certification process.
	Katie Crosbie, District Resource Teacher - D.O. Wendy Schulien, teacher - Central School Jessica Gastelum, teacher - Lincoln Acres School Jacqueline Ma, teacher - Lincoln Acres School
Comments:	As we celebrate National School District students, we would also like to honor our National School District's National Board Certified teachers. With only three percent of National Board Certified teachers in the nation, our National Board Certified teachers have achieved a great accomplishment.

Agenda Item: 10. RECEPTION

Speaker: Alma Sarmiento, Board President

Quick Summary /<br/>Abstract:The meeting will be adjourned for a brief reception to honor all students being recognized<br/>tonight.

## Agenda Item: 11. PUBLIC COMMUNICATIONS

Speaker: Alma Sarmiento, Board President

Quick Summary / Public communication provides the public with an opportunity to address the Board Abstract: Public an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the Secretary. A member of the public who wishes to address the Board on any such matter(s) is limited to three (3) minutes for one matter up to a maximum of five (5) minutes for all matters unless such time limit is waived by a majority vote of the Board. There shall be a limit of twenty (20) minutes for any matter unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Agenda Item:	12. AGENDA
Agenda Item:	12.A. Approve agenda.
Speaker:	Leighangela Brady, Superintendent
Recommended Motion:	Approve agenda.

## Agenda Item: 13. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Speaker: Alma Sarmiento, Board President

Quick Summary / All items listed under the Consent Calendar are considered routine and will be acted upon Abstract: All items listed under 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 Approve Consent Calendar/Routine items of business. Motion: Agenda Item: 13.A. Minutes

Agenda Item: 13.A.I. Approve the minutes of the Regular Board Meeting held on May 8, 2019.

Speaker: Leighangela Brady, Superintendent

Attachments: Board Minutes - 05/08/19

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

May 08, 2019 6:00 PM Rancho de la Nación School 1830 East Division Street National City, CA 91950

## Attendance Taken at 6:08 PM:

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

## **1. CALL TO ORDER**

Board President Alma Sarmiento called the public meeting to order at 3:35 p.m.

## 2. PUBLIC COMMUNICATIONS

None

## **3. ADJOURN TO CLOSED SESSION**

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

Closed session was held from 9:10 to 10:10 p.m.

## **5. RETURN TO OPEN SESSION**

## 6. CALL TO ORDER

Board President, Alma Sarmiento called the public meeting to order at 6:03 p.m.

## 7. PLEDGE OF ALLEGIANCE

Board President, Alma Sarmiento, led the Pledge of Allegiance.

## 8. ROLL CALL

Ms. Vanessa Ceseña took roll call.

## 9. PRESENTATIONS

#### 9.A. Introduce and welcome the new employees.

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

## **9.B.** Recognize and honor the recipients of the National School District 20, 25, 30, 35 and 45 Year Service Pin/Award.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board recognized and honored the recipients of the National School District 20, 25, 30 and 35 Year Service presenting them with a Pin/Award.

## 9.C. Recognize and honor the National School District Classified Employee of the Year 2019, Charleen Barajas, District Office, and finalists.

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board recognized and honored the Classified Employee of the Year 2019, Charleen Barajas, District Office, and finalist.

Board members presented the Classified Employee of the Year 2019, Charleen Barajas, with a certificate of recognition and award.

Board members presented the Classified Employee of the Year 2019 finalist with an engraved pen.

# 9.D. Recognize and honor the National School District Teacher of the Year 2019, Lucia Baeza, Central School, and nominees.

Leticia Hernandez, Assistant Superintendent, Human Resources, and the Governing Board recognized and honored the Teacher of the Year 2019, Lucia Baeza, Central School and nominees.

Board members presented the Teacher of the Year 2019, Lucia Baeza, with and award.

Board members presented the Teacher of the Year 2019 nominees with a certificate.

### 9.E. Recognize employees retiring at the end of the 2018-19 school year.

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

## **10. RECEPTION**

At 7:02 p.m., Board President, Alma Sarmiento called the meeting to a recess.

At 7:26 p.m., Board President, Alma Sarmiento reconvened the public meeting.

## **11. PUBLIC COMMUNICATIONS**

None

## 12. AGENDA

#### 12.A. Approve agenda.

**Motion Passed:** Agenda passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

### **13. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

**Motion Passed:** With the exception of items 13E.1 and 15.B which will be presented at a future Board meeting, Consent Calendar passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

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

### 13.A. Minutes

13.A.I. Approve the minutes of the Regular Board Meeting held on April 24, 2019.

## 13.B. Administration

#### 13.C. Human Resources

### 13.C.I. Accept the employee resignations/retirements.

#### **13.D. Educational Services**

## **13.E. Business Services**

**13.E.I.** Ratify/approve purchase orders, contracts and warrants as summarized and detailed in EXHIBIT A.

**13.E.II.** Adopt annual Resolution #18-19.34 for the 2019-2020 school year authorizing the Superintendent or the Assistant Superintendent, Business Services to authorize the issuance of a new warrant in lieu of a voided warrant for age after six months.

13.E.III. Adopt annual Resolutions #18-19.35 through #18-19.38 for the 2019-2020 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective July 1, 2019.

**13.E.IV.** Authorize the Assistant Superintendent of Business Services to advertise for Child Nutrition Services contracts.

## **14. GENERAL FUNCTIONS**

14.A. Approve Contract #CT3398 with Studio 1 Distinctive Portraiture to provide school photography services to National School District schools for the 2019-2020 school year.

**Motion Passed:** Following discussion, the Board voted to table this agenda item and bring it forth at future meeting with specific details added to the contract, including price and timelines. A motion by Ms. Maria Dalla and a second by Mr. Brian Clapper.

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

## **15. EDUCATIONAL SERVICES**

# **15.A.** Approve Consultant Contract #CT3399 with Specialized Therapy Services for Psychologists services for 2018-2019.

**Motion Passed:** Following discussion and adding revisions, Consultant Contract #CT3399 with Specialized Therapy Services for Psychologists services for 2018-2019 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

This contract was approved with the following revisions:

- Assign new contract number #CT3603, rather than amend contract #CT3399.
- Removal of Speech & Language Therapist Services.

## **15.B. Ratify consultant contract #CT3559 for Mad Science Assemblies held at Lincoln** Acres for demonstration and hands-on experiences aligned to the vision.

Item tabled, will be presented at future Board meeting.

## **15.C.** Approve iReady Common Core Diagnostic Assessment Subscription for National School District teachers.

**Motion Passed:** Following discussion, purchase of iReady Common Core Diagnostic Assessment Subscription for National School District teachers passed with a motion by Ms. Barbara Avalos 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

## **15.D.** Approve subscription with Thrively software for every National School District school site.

**Motion Passed:** Following discussion, purchase of subscription with Thrively software for every National School District school site passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

# **15.E. Discussion regarding partnership with National School District and School of Social Work at San Diego State University.**

Dr. Sharmila Kraft, Assistant Superintendent, Educational Service read a letter from San Diego State University, affirming the commitment to strengthen the collaborative relationship between National School District and the School of Social Work at San Diego State University.

## 15.F. REACH Re-Imagine presentation.

Ms. Vicario and Ms. Maynard shared a presentation with the Board showing the progress of the after school enrichment and intervention programs offered during REACH.

## **16. HUMAN RESOURCES**

16.A. Conduct public hearing pursuant to Government Code 3547 regarding proposal from the California School Employees Association and its National Chapter 206 to open negotiations for the 2019-2020 school year with the National School District.

Public hearing was held from 8:42 p.m. to 8:42 p.m.

16.B. Conduct public hearing pursuant to Government Code Section 3547 regarding the proposal from the National School District to the California School Employees Association and its Chapter 206 to open negotiations for the 2019-2020 school year.

Public hearing was held from 8:42 p.m. to 8:43 p.m.

### **17. BUSINESS SERVICES**

## 17.A. Award Contract #CT3597 for Bid #18-19-183 to R.E. Shultz Construction, Inc., for Playground Equipment at John Otis School.

**Motion Passed:** Following discussion and correction of equipment cost to \$45,413.88, Contract #CT3597 for Bid #18-19-183 to R.E. Shultz Construction, Inc., for Playground Equipment at John Otis School Passed with a motion by Mr. Brian Clapper and a second by Ms. Barbara Avalos.

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

## 17.B. Reject all bids for Bid #18-19-191 Flooring Repair and Replacement.

**Motion Passed:** Reject all bids for Bid #18-19-191 Flooring Repair and Replacement passed with a motion by Ms. Barbara Avalos and a second by Ms. Maria Dalla.

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

## 17.C. Accept gifts.

**Motion Passed:** Accept gifts 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

## **18. BOARD WORKSHOP**

## **19. BOARD/CABINET COMMUNICATIONS**

Ms. Dalla congratulated all who were recognized and shared she was happy to be able to be present in celebrating them. She wished everyone a good night.

Ms. Betancourt-Castañeda congratulated the recognized staff and thanked everyone who attended the California Association for Bilingual Education (CABE) meeting. She hopes next year all principals can attend. She wished her oldest son Giovanni Castañeda a happy 19th birthday. She wished Dr. Brady and Ms. Sarmiento happy birthdays as well. She wished the mothers present a happy Mother's Day. She thanked Ms. Gutierrez for the desserts she provided during the reception.

Mr. Clapper congratulated all who were recognized. He shared he has participated in several field trips at different sites and enjoyed them very much. He wished Dr. Brady and Ms. Sarmiento happy birthday's and wished the present mother's a happy Mother's Day.

Ms. Avalos thanked the staff and educators for their dedication to National School District. She shared how proud she is of the Re-Imagine programs offered at REACH. She wished Ms. Sarmiento and Dr. Brady happy birthdays and she thanked everyone who stayed. She also thanked the Mariachi students who performed. She wished the mothers present a happy Mother's Day. Dr. Hernandez congratulated all recognition recipients for their accomplishments and reinstated how important it is to honor them. She wished Ms. Sarmiento and Dr. Brady happy birthdays.

Mr. Carson congratulated Ms. Barajas and Ms. Baeza for their recognition. He congratulated the Business Services department staff who were recipients of pins, Ms. Figueroa, Ms. Gutierrez and Mr. Martinez.

Dr. Kraft applauded the orchestra student who performed during the Board meeting reception. She shared how fortunate she feels to be a part of the National School District family. She wished mothers present a happy Mother's Day and wished Ms. Sarmiento and Dr. Brady happy birthdays.

Dr. Brady congratulated everyone for their recognition, shared she is thankful for everyone who works at National School District and highlighted the great student interventions happening throughout the District. She wished Ms. Sarmiento a happy birthday.

Ms. Sarmiento shared how impressed she was with the student interventions in the REACH Re-imagine program, and with Ms. Maynard for instilling performing arts in our students. She congratulated the orchestra students on their great performance during the reception.

## **20. ADJOURNMENT**

The meeting was adjourned to closed session at 9:04 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

Agenda Item:**13.B. Administration**Speaker:Leighangela Brady, Superintendent

Quick Summary / None Abstract:

Agenda Item:	13.C. Human Resources
Agenda Item:	13.C.I. Ratify/approve recommended actions in personnel activity list.
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	Background information on individuals submitted under separate cover to Board Members.
Financial Impact:	See staff recommendations table.
Attachments: Staff Recommendation	ons

## **CERTIFICATED STAFF RECOMMENDATIONS** May 22, 2019

<u>Name</u>	<b>Position</b>	Effective Date	<b>Placement</b>	<u>Funding</u> <u>Source</u>
	Em	ployment		bource
None				

Temporary Employment Special Education Summer Intersession at Central School					
1. Elizabeth Austin	Intersession SDC Teacher	June 10, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
2. Teresa Groff- Carmona	Intersession SDC Teacher	June 10, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
3. David Mahlow	Intersession SDC Teacher	June 10, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
4. Daniel Okada	Intersession SDC Teacher	June 10, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
5. Leon Osteyee	Intersession Adapted Physical Education Specialist	June 10, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
6. Vanessa Tapia	Intersession SDC Teacher	Will work: June 10, 2019 to June 19, 2019	(90% of daily rate x hours worked divided by 6.58	Categorical Funds	
7. Erik Vinland	Intersession SDC Teacher	June 10, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
8. Nicole Wysocki	Intersession SDC Teacher	Will work: June 20, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
9. Paul Wysocki	Intersession SDC Teacher	Will work: June 20, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
10. Lisa Yegin	Intersession SDC Teacher	Will work: June 10, 2019 to June 19, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
11. Jessie Yim	Intersession SDC Teacher	June 10, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
12. Pending	Intersession SDC Teacher	June 10, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	
13. Pending	Intersession Speech Language Pathologist	June 10, 2019 to June 28, 2019	90% of daily rate x hours worked divided by 6.58	Categorical Funds	

#### **Release of Temporary Employment** None

Additional Duties				
None				

Contract Extension/Change				
14. Lisa Anderson	Language Arts Specialist	2019-2020 school year	80% Contract	
	El Toyon School	-		

Leave of Absence				
15. Lisa Anderson	Language Arts Specialist El Toyon School	2019-2020 school year	Unpaid leave of absence from 20% of her contract	
16. Megan Lachi	Teacher Palmer Way School	2019-2020 school year	Unpaid leave of absence	

#### CLASSIFIED STAFF RECOMMENDATIONS May 22, 2019

<u>Name</u>	<b>Position</b>	Effective Date	<b>Placement</b>	<u>Funding</u> <u>Source</u>		
Employment						
None						

		Employment		
	pecial Education Summer			
17. Nora Alicdan	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
18. Luz Allshouse	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
19. David Ayala	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
20. Maribel Burow	Intersession Instructional Assistant Special Education	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
21. Perlita Bustamante	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
22. Martha Cadenas	Intersession Instructional Assistant Special Education	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
23. Blanca Carson	Intersession Office Technician	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
24. Laura Duran-Mulia	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
25. Juana Gallegos	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
26. Dora Gomez	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
27. Valerie Gonzales	Intersession Instructional Assistant Special Education	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
28. Mayra Gonzalez	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
29. Patricia Gutierrez	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
30. Yolanda Gutierrez	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds

31. Esther Hernandez	Intersession Instructional Assistant	June 10, 2019 to	Regular hourly	Categorical
	Special Education	June 28, 2019	rate	Funds
32. Rosa E. Hernandez	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
33. Rosa M. Hernandez	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
34. Noemi Herrera	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
35. Bernice Iglesias	Intersession	June 10, 2019 to	Regular hourly	Categorical
C C	Instructional Assistant Health Care	June 28, 2019	rate	Funds
36. Frank Lopez	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
37. Diana Martinez	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
38. Cecilia Martinez Rivera	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
39. Silvia Mena	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
40. Sara Meza	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Special Education	June 28, 2019	rate	Funds
41. Maria Yolanda Ornelas	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
42. Cynthia Ortiz	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Special Education	June 28, 2019	rate	Funds
43. Stephanie Osuna	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
44. Claudia Ponce	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
45. Valentina Romero	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
46. Kenya Ruan	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Special Education	June 28, 2019	rate	Funds
47. Irene Sanchez	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Health Care	June 28, 2019	rate	Funds
48. Lisa Valdes	Intersession	June 10, 2019 to	Regular hourly	Categorical
	Instructional Assistant Special Education	June 28, 2019	rate	Funds

49. Michelle Vaughn	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds
50. Janet Zepeda	Intersession Instructional Assistant Health Care	June 10, 2019 to June 28, 2019	Regular hourly rate	Categorical Funds

#### Short-Term Employees-Maintenance

	Short-rerm Em	proyees-maintenance		
51. Veronica Alvarez	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
52. Mario Arredondo	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
53. Rubicela Ayala	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
54. Eleazar Figueroa	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
55. Aiden Flanagan	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
56. Asher Flanagan	Maintenance and	June 10, 2019 –	Maintenance	Categorical
-	Operations	July 12, 2019	Utility Rate	Funds
57. Marcela Garcia	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
58. Agustin Guzman	Maintenance and	June 10, 2019 –	Maintenance	Categorical
-	Operations	July 12, 2019	Utility Rate	Funds
59. Trinidad Jimenez	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
60. Gustavo Lopez	Maintenance and	June 10, 2019 –	Maintenance	Categorical
_	Operations	July 12, 2019	Utility Rate	Funds
61. Lydia Marrion	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
62. Jaime Martinez	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
63. Jose Romo	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
64. Georgina Tovar	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
65. Jose-Alexandro	Maintenance and	June 10, 2019 –	Maintenance	Categorical
Vazquez	Operations	July 12, 2019	Utility Rate	Funds
66. Francis Vazquez-	Maintenance and	June 10, 2019 –	Maintenance	Categorical
Romero	Operations	July 12, 2019	Utility Rate	Funds
67. Jesus Vega	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
68. Alain Vega Murillo	Maintenance and	June 10, 2019 –	Maintenance	Categorical
-	Operations	July 12, 2019	Utility Rate	Funds
69. Daniel Villa	Maintenance and	June 10, 2019 –	Maintenance	Categorical
	Operations	July 12, 2019	Utility Rate	Funds
70. Alfredo Villegas	Maintenance and	June 10, 2019 –	Maintenance	Categorical
-	Operations	July 12, 2019	Utility Rate	Funds

Additional 1	Duties

	None				
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#### **Contract Extension/Change**

71. Cinsia Gaytan	From Campus Student	January 15, 2019	Range 8,	Site Fund
	Supervisor		Step 1	
	2 hours per day to			
	Campus Student			
	Supervisor 3 hours per			
	day			
	210 days per year			
	Rancho de la Nación			
	School			

#### Leave of Absence

None				

Agenda Item:13.C.II. Accept the employee resignations/retirements.Speaker:Leticia Hernandez, Assistant Superintendent, Human ResourcesQuick Summary /<br/>Abstract:The employee resignations/retirements on the attached list were accepted by Leticia<br/>Hernandez, Assistant Superintendent, Human Resources.Attachments:Attachments:

Resignations/Retirements

Resignations 5/22/19					
NamePositionLocationEffective Date					
Somer Bizzle	Teacher Kimball Scho		June 5, 2019		
Candy Evers	Teacher	Palmer Way School May 24, 20			
Carlos Guzman	Custodian-Day	Las Palmas School	May 10, 2019		

Retirements 5/22/19				
NamePositionLocationEffective Date				
Hector Goytia	Masonry – Maintenance Worker	Maintenance & Operations Department	May 13, 2019	
Ramon A. Rodriguez	Custodian-Night	Rancho de la Nación School	April 25, 2019	

Agenda Item:	13.D. Educational Services
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary /	None

Abstract:

Agenda Item:	13.E. Business Services
Agenda Item:	13.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Recommended Motion:	Ratify/approve purchase orders, contracts and warrants as summarized and detailed in exhibit A.
Financial Impact:	See Exhibit A for summary of expenditures, all funds are included in the totals.
Attachments: Exhibit A	

Agenda Item:	14. GENERAL FUNCTIONS
Agenda Item:	14.A. Discussion regarding school photography for the 2019-2020 school year.
Speaker:	Leighangela Brady, Superintendent
Quick Summary / Abstract:	Based on questions raised regarding school photography at the May 8, 2019 Board meeting, this topic is being revisited. Committee members will provide additional answers to questions raised by the Board. Staff will seek direction regarding school photography needs for the 2019-2020 school year.

Agenda Item:	15. EDUCATIONAL SERVICES			
Agenda Item:	15.A. Approve purchase of annual software licenses and/or subscriptions for the 2019-2020 school year.			
Speaker:	Sharmila Kraft, Assistant Superintendent Educational Services			
Quick Summary / Abstract:	Each year software licenses and/or subscriptions must be renewed. Any renewals over \$10,000 must be brought to the Board for approval. Providing a list of software renewals for approval saves the administration considerable time and effort.			
Recommended Motion:	Approve purchase of annual software licenses and/or subscriptions for the 2019-2020 school year.			
Financial Impact:	See attached listing for specific information regarding each software license and renewal.			
Attachments: Annual Software Licenses Renewals				

2019-2020 - ANNUAL SOFTWARE LICENSES/RENEWALS					
No	Company	Description	Term	Acct Name/Information	Cost Implications
1	BrainPOP	Digital licenses to BrainPOP, BrainPOP Jr, BrainPOP en espanol K-6. *Animated Educational Site for Kids - Science, Social Studies, English, Math, Arts & Music, Health, and Technology.	9/1/19 - 8/31/20	General Fund	\$21,000.00
2	Renaissance	Accelerated Reader 360 Renewal *Student software that builds on the personalized, book reading experience by adding a collection of nonfiction articles with embedded comprehension assessments.	9/1/19 - 8/31/20	General Fund	NTE \$40,000.00
3	West Interactive	Renewal of Schoolmessenger *District and school call out system for parents.	7/1/19 - 6/30/20	General Fund	\$12,375.00
4	Classlink	ClassLink Rosters Hosting License *Single sign on for students and staff to have access to all educational digital programs.	7/1/19 - 6/30/20	General Fund	\$17,264.00
5	Discovery Education	Streaming K-8 License * Software pogram with multiple learning styles through more than 155,000 standards-aligned digital resources for students and teachers.	2019 - 2020	General Fund	\$16,000.00
6	Tech4Learning	Wixie Annual Subscription Renewal *Teaching tool that allows students to showcase their learning by creating original digital projects.	7/20/19 - 7/19/20	General Fund	\$17,875.00
7	TIG	Xirrus warranty/software coverage *Wireless internet coverage	7/25/19 - 7/24/20	General Fund	\$59,933.36
8	TIG	Trend Micro Annual Renewal *Antivirus Software	7/7/19 - 7/6/20	General Fund	\$14,347.17

Agenda Item:	15.B. Approve purchase of Windows Server licenses for National School District.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this purchase with Datal Systems for the windows server licenses allows National School District rights to install and use the operating system onto all National School District servers and devices.
Recommended Motion:	Approve purchase of Windows Server licenses for National School District.
Financial Impact:	Contract cost: Not to exceed \$17,328.79 Additional staffing costs: \$0 Other costs: \$0 One time cost LCAP Fund
· · · ·	

Attachments: Window Server Licenses





Microsoft GOLD CERTIFIED Partner SALES QUOTE

SQ-309842

5/2/2019

4393 Viewridge Ave., Suite C San Diego, CA 92123 (858) 571-3100 WERSITE: www.datelsys.com

WEBSITE: www.datelsys.com PURCHASE ONLINE: www.datelstore.com

Customer		Contact			Ship	То			
NATIONAL SCHOOL D ACCOUNTS PAYABLE 1500 N AVENUE NATIONAL CITY CA Tel: (619)-336771 Fax: (619)-336753	91950 8								
Account		Terms	Due	Date	Acco	unt Re	p	Sch	edule Date
1796	NET	r 30 days	6/1	/2019	Sean Y	ost x	1200	, ,	5/2/2019
Quotation		PO #	Ref	erence	Shi	ip VIA		Page	Printed
SQ-309842					E	MAIL		1	5/2/2019 9:48:28AM
L Item	Description		Qty		Price	UM	Discou	int	Amount
2 3 4 185653 5 185654	downgrade rights Windows Server St the core and how Server with a min cores) (1 core li required.	candard is license many VMs per Phys nimum of 8 license cense = 2 cores) ver will allow fo .9 SNGL OLP 2L	ed by sical es (16		\$27.55 \$7.38				\$1,322.40 \$14,760.00
original packagi on special order toner/ink is ins have a 15% resto PRINT NAME: CUSTOMER SIGNATU CA State C7 Cont San Diego BEAR r	changes after 7 days. ng, invoice, be in ne s/software. Printers talled. Custom Syster ck fee. RE: ractors Lic. 880356 egistration #E27799 registration #E76487	ew condition. No r can't be returned ns and open box re	returns KM \$124 d after			Taxab] Total Exempt Total Balanc	Tax		\$16,082.4 \$1,246.3 \$0.0 \$17,328.7 \$17,328.7

Agenda Item:	<b>15.C.</b> Approve contract #CT3601 with San Diego County Office of Education (SDCOE) to transition the network operating system to Microsoft server.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of contract #CT3601 will allow San Diego County Office of Education (SDCOE) to transition our current network operating system to Microsoft Server. Microsoft Server is a network operating system which will manage the District's network infrastructure as well as Windows devices.
Comments:	Windows Server is the industry standard for these services. The District's current Novell network operating system no longer meets industry standards. This proposed transition will result in higher reliability, greater support options, superior management capabilities, better security and lower overall operating cost.
Recommended Motion:	Approve contract #CT3601 with San Diego County Office of Education (SDCOE) to transition the network operating system to Microsoft server.
Financial Impact:	Contract cost: Not to exceed \$3,000 Additional staffing costs: \$0 Other costs: \$0 One time cost LCAP Fund
Attachments:	

CT3601

#### **AGREEMENT**

This Agreement for <u>Implementation of Windows Active Directory services</u> is entered into this 23 day of May 2019 by and between the National School District herein called the "District" and the San Diego County Superintendent of Schools, herein called the "County." The County agrees to provide the following services to the District: SCOPE OF SERVICES The County will install and configure a Windows 2019 Active Directory infrastructure on the district's premises and district provided equipment that will serve as the authentication and policy authority for all District Windows devices and user accounts. SDCOE will perform an initial configuration of Group Policies aligned with best practices to support a stable infrastructure. The system will replace the existing Novell directory tree. SDCOE will install and configure centralized DNS, DHCP and Windows Update servers. District staff provided information to SDCOE in the preparation of this scope of work. If SDCOE encounters significant discrepancies, SDCOE shall notify the District and offer amendments accordingly.

PERIOD OF AGREEMENT - INCEPTION AND TERMINATION DATES

May 23, 2019 through completion of the installation and acceptance by the District, no later than June 30, 2019.

COMPENSATION/COSTS AND PAYMENT SCHEDULE

\$2,020.40 upon completion of the project (32 hours SDCOE Network Analyst staff time) Daily labor rate: \$505.10 per day (8 hour) per Network Analyst for additional work as amended

RENEWAL TERMS

No renewal

CONFIDENTIALITY OF SERVICES OR WORK

N/A

#### **OWNERSHIP OF DOCUMENTS OR WORK**

The District owns the installed system after completion of the project.

#### DISTRICT & SDCOE CONTACT PERSONS' NAMES & ADDRESSES

District:

National School District

Leighangela Brady; 1500 N Avenue, National City, CA 91950

County:

John Cusack

San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111

#### **TERMINATION**

This Agreement may be terminated by either party with a thirty (30) day written notice. In the event of such termination, the County shall refund all unexpended and unobligated funds, after withholding amounts necessary to discharge uncancellable obligations.

#### FINAL APPROVAL

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

#### ENTIRE AGREEMENT

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

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

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	NATIONAL SCHOOL DISTRICT
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Name (Type or Print)
Assistant Superintendent, Business Services	Title
Date	Date
<u>95-6000935</u> Federal I.D. No.	

Agenda Item:	15.D. Approve contract #CT3604 with Curriculum Associates to provide professional learning to National School District teachers for iReady Common Core.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	This additional contract for iReady curriculum and training is similar to iReady contracts previously approved; adding lessons that complement the diagnostic assessments.
	Approval of this contract will allow teachers to be trained on iReady Diagnostic Assessment and iReady online curriculum. The training will support the teachers in integrating the assessment data with instructional delivery.
Comments:	Additionally, this will allow for training of new teachers for the coming year (on the assessment and curriculum), refresh training for teachers, and training around deeper implementation.
	This is part of the District shift from "one and done" training, to ongoing continuous training and reflection.
Recommended Motion:	Approve contract #CT3604 with Curriculum Associates to provide professional learning to National School District teachers for iReady Common Core.
Financial Impact:	Contract cost: \$65,250 Additional staffing costs: \$0 Other costs: \$0 One time cost General Fund
Attachments: CT3604	

### Curriculum Associates®

#### **Customer Agreement**

This Customer Agreement (the "Agreement"), is entered into by and between National School District (the "District"), with offices at 1500 N Ave, National City, CA 91950 and Curriculum Associates, LLC ("Curriculum Associates"), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this Agreement shall take effect on May 2,2019 (the "Effective Date").

- 1. License. Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready<sup>®</sup> Diagnostic & Instruction for Math and/or Reading (the "Products") for which the District has paid the license fees set forth in Section 3 below, and solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement.
- 2. Term. This Agreement shall take effect on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Products, unless earlier terminated in accordance with Section 11 hereof.
- 3. Pricing and Payment. Pricing for the Product is described in <u>Exhibit A</u>, Price Quote. The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of the invoice.
- 4. Copyright and Proprietary Rights. The Product and the content contained therein are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Product and in the software, text, graphics, design elements, audio, music and all other materials contained in i-Ready<sup>®</sup> are reserved by Curriculum Associates and its licensors. The District may not use the Product in any manner that infringes the proprietary rights of any person or entity.
- 5. Data Ownership and Security. In connection with the District's use of the Product, the District will be asked to provide Curriculum Associates with data about the District's students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into the Product. As the District's students use the Product, data will be generated about students' usage, performance and progress. Both the information the District inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data". The District shall own all right, title and interest in and to the Customer Data. However, the District hereby grants Curriculum Associates: (a) a limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to the Product available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product

development, research and other purposes consistent with the Family Education Rights Privacy Act ("FERPA"). For purposes of this Agreement, "De-identified Data" means data generated by the usage of i-Ready<sup>®</sup> from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. All Customer Data held by Curriculum Associates will be made available to the District upon the District's written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the District. A full description of the security measures that Curriculum Associates takes is set forth in Curriculum Associates' Data Handling Policy, which is attached as Exhibit B.

- 6. Compliance with California Assembly Bill 1584 and Student Online Personal Information Protection Act ("SOPIPA"). Curriculum Associates and District agree to comply with California Assembly Bill 1584 and SOPIPA, as described on the California Compliance Addendum attached as <u>Exhibit C</u> hereto (the "Addendum").
- 7. Access to the Product. The District's authorized users will need valid usernames and passwords to access the Product. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District's usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Product available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where possible and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associates' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.
- 8. Limitations of Use. The District shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Product; (b) modify, copy, translate or create derivative works based on the Product or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Product; (d) use the Product for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the District's organization; or (e) remove any proprietary notices from the Product.

The District may not reproduce, upload, post, transmit, download or distribute any part of the

Product content or information, or information accessed at other sites through links made from the Product, other than printing out or downloading portions of the text and images for use in connection with the work of the District's organization. If the District's users leave the Product via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the District's use of that third party site will be governed by that site's terms of use, not this Agreement.

The District must use the Product in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

- **9. Services**. If the Price Quote includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.
- 10. Limitation of Warranties and Liability. EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.

- 11. Termination. Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, effective immediately upon written notice, for non-payment by the District.
- **12.** Notice. Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

**Curriculum Associates, LLC** 

153 Rangeway Road North Billerica, MA 01862 Attention: Jill Bradford, Vice-President, General Counsel Tel: 978-339-4388 Fax: 800-355-1158 jbradford@cainc.com

#### National School District

1500 N Ave. National City, CA 91950 Attention: Sharmila Kraft skraft@nsd.us

Notices may be provided by electronic mail.

- **13. Choice of Law and Jurisdiction.** This Agreement and all of the rights and obligations of the parties shall be governed by laws and courts of the State of California, without regard to its conflict of law principles. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
- 14. Entire Agreement. This document and all attachments, exhibits and subsequent District purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

**National School District** 

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**Curriculum Associates, LLC** QH2 ZILL

Robert Waldron Chief Executive Officer

# Exhibit A Curriculum Associates

#### Quote ID: 178429.6

Date: 5/1/2019 Vali

Valid For: 90 Days

#### **Prepared For:**

Sharmila Kraft National School District 1500 N Ave, National City, CA 91950 skraft@nsd.us

#### Your Representative:

David Kootman 760-521-6055 dkootman@cainc.com

#### Central Elementary School 933 E Ave, National City, CA 91950

Total Building Enrollment: 574						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
					Subtotal:	\$6,000.00
					Shipping:	\$0.00
Tax:						\$525.00
School Subtotal:						

#### El Toyon Elementary School 2000 E Division St, National City, CA 91950

Total	Building	Enrollment:	630

Total Building Enrollment. 650						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
					Subtotal:	\$6,000.00
					Shipping:	\$0.00
					Tax:	\$525.00
				Sch	ool Subtotal:	\$6,525.00

#### Ira Harbison Elementary School 3235 E 8th St, National City, CA 91950

Total Building Enrollment: 550						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
					Subtotal:	\$6,000.00
					Shipping:	\$0.00
					Tax:	\$525.00

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013

Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

#### John A Otis Elementary School 621 E 18th St, National City, CA 91950

#### Total Building Enrollment: 448

I otal Building Enrollment: 448				1		
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
					Subtotal:	\$6,000.00
					Shipping:	\$0.00
					Tax:	\$525.00
				Sch	ool Subtotal:	\$6,525.00

Kimball Elementary School 302 W 18th St, National City,	CA 91950	)				
Total Building Enrollment: 413						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
					Subtotal:	\$6,000.00
					Shipping:	\$0.00
Tax:						
School Subtotal:						

#### Las Palmas Elementary School 1900 E 18th St, National City, CA 91950

Total Building Enrollment: 630						
Product Name	Grade	ltem #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
					Subtotal:	\$6,000.00
					Shipping:	\$0.00
Tax:						
				Sch	ool Subtotal:	\$6,525.00

#### Lincoln Acres Elementary Sch 2200 S Lanoitan Ave, National City, CA 91950

Total Building Enrollment: 553						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013

Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

Subtotal:	\$6,000.00
Shipping:	\$0.00
Tax:	\$525.00
School Subtotal:	\$6,525.00

National School District 1500 N Ave, National City, CA 9	1950					
Total Building Enrollment: 5690						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site Add on Leadership Session (Up to 3 hrs)	Multiple	19984.0	1	\$0.00	\$0.00	\$0.00
					Subtotal:	\$0.00
					Shipping:	\$0.00
Tax:						\$0.00
				Sch	ool Subtotal:	\$0.00

#### Olivewood Elementary School 2505 F Ave, National City, CA 91950

Total Building Enrollment: 595						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
					Subtotal:	\$6,000.00
					Shipping:	\$0.00
Tax:						
				Sch	ool Subtotal:	\$6,525.00

#### Palmer Way Elementary School 2900 Palmer St, National City, CA 91950

Total Building Enrollment: 525						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
					Subtotal:	\$6,000.00
					Shipping:	\$0.00
Tax:						\$525.00
				Sch	ool Subtotal:	\$6,525.00

#### Rancho De La MacIon School 1830 E Division St, National City, CA 91950

Total Building Enrollment: 427						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Diagnostic and Instruction Prof Dev On Site New User Package: Getting Good Data, Using Data to Plan Instruction, and Tailored Support (All sessions up to 6 hrs)	Multiple	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013

Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

i-Ready Diagnostic and Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
Subtotal:						\$6,000.00
					Shipping:	\$0.00
					Tax:	\$525.00
				Sch	ool Subtotal:	\$6,525.00

Total:	\$65,250.00
Estimated Shipping:	\$0.00
Estimated Tax:	\$5,250.00
Voucher/Credit:	\$0.00
Merchandise Total:	\$60,000.00
Savings:	\$5,000.00
List Total:	\$65,000.00
Total	

#### **Special Notes**

All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862 Shipping: Shipping based on MDSE total (min: \$12.99) Terms: Net 30 days, pending credit approval Fed. ID: #26-3954988

#### Please submit this quote with your purchase order

Y11

## **Curriculum Associates**°

#### Placing an Order

Please attach quote to all signed purchase orders.

- 1) Email: orders@cainc.com
- 2) **Fax**: 1-800-366-1158
- 3) Mail:

ATTN: CUSTOMER SERVICE DEPT. Curriculum Associates, LLC 153 Rangeway Rd North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy					
Unless otherwise noted, shipping costs are calculated as follows:					
Order Amount	Percentage of Order				
\$999.99 and less	12% with \$12.99 minimum freight charge				
\$1,000.00 to \$4,999.99	10%				
\$5,000.00 to \$99,999.99	8%				
\$100,000.00 and more	6%				

Please contact local CA Representative, customer service (1-800-225-0248), or CurriculumAssociates.com for expedited shipping rates.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

#### Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

#### i Ready®

Customer's use of i-Ready<sup>®</sup> shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

#### **Return Policy**

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

#### <u>Exhibit B</u>

#### Curriculum Associates, LLC California Data Handling Statement

#### 1. Purpose.

Curriculum Associates takes the protection of our customers' data and information, particularly student data, very seriously. The purpose of this Data Handling Statement is to inform Curriculum Associates' customers about its current data security policies and practices, which are intended to safeguard this sensitive information. Curriculum Associates handles customer data in a manner consistent with applicable laws and regulations, including, without limitation, the Federal Family Educational Rights and Privacy Act (FERPA) and the California Student Online Personal Information Protection Act (SOPIPA).

#### 2. Scope.

This Policy covers the collection, use, and storage of data that is obtained through the use of Curriculum Associates' proprietary i-Ready<sup>®</sup> online diagnostic and instructional platform and related services provided by Curriculum Associates.

#### 3. Network Level Security Measures.

Curriculum Associates' i-Ready systems and servers are hosted in a cloud environment. Our hosting provider implements network-level security measures in accordance with industry standards. In addition, Curriculum Associates manages its own controls of the network environment.

#### 4. Server-Level Security Measures.

Access to production servers is limited to a small, identified group of operations engineers that are trained specifically for those responsibilities. The servers are configured to conduct daily updates for any security patches that are released and applicable. The servers have anti- virus, intrusion detection, configuration control, monitoring/alerting, and automated backups. In addition, we conduct regular vulnerability testing.

#### 5. **Computer/Laptop/Device Security Measures**.

Curriculum Associates employs a full IT staff that manages and secures the corporate and employee systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus. Access to all Curriculum Associates computers and laptops is password-controlled. Curriculum Associates sets up teacher and administrator accounts for i-Ready so that they are also password-controlled.

#### 6. Encryption.

i-Ready is only accessible via https and all public network traffic is encrypted with the latest encryption standards. Encryption of data at rest is implemented for all data stored in the i-Ready system.

#### 7. Employee and Contractor Policies and Procedures.

Curriculum Associates limits access to student and customer data to those employees who need to have such access in order to allow Curriculum Associates to provide quality products and

services to its customers. Curriculum Associates requires all employees who have access to Curriculum Associates servers and systems to sign non-disclosure agreements. Curriculum Associates requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working with Curriculum Associates is reminded of his or her non-disclosure obligations at the time of departure, and network access is terminated at that time.

#### 8. Use of Student Data.

Curriculum Associates only uses student data collected in connection with the use of i-Ready for the purpose of making i-Ready available to its customers and improving its content and effectiveness. Curriculum Associates only uses student-identifiable data to make i-Ready available to that particular student and to provide related reports and services to that student's school and school district and its teachers and administrators. Curriculum Associates collects and uses aggregated, de- identified student data to make i-Ready a more effective, adaptive product and for other internal research and development purposes. Curriculum Associates does not attempt to re-identify de-identified customer data.

#### 9. Student Privacy Pledge.

To further demonstrate its commitment to protecting the privacy of student information, Curriculum Associates has taken the Student Privacy Pledge https://studentprivacypledge.org/. This means that, among other things, Curriculum Associates has pledged not to sell student information, not to engage in behaviorally targeted advertising, and to use collected data for authorized purposes only. Curriculum Associates only uses collected student data for the purposes described in the previous paragraph.

#### 10. Third Party Audits and Monitoring.

In addition to internal monitoring and vulnerability assessments, Curriculum Associates contracts with a third party to conduct annual security audits, which includes penetration testing of the i-Ready application. Curriculum Associates reviews the third-party audit findings and will implement recommended security program changes and enhancements where practical and appropriate.

#### 11. Data Retention and Destruction.

Student and teacher personal data is used only for the explicitly identified functions of the i-Ready application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the written request of a customer, Curriculum Associates will remove all personally identifiable student and teacher data from its production systems at the end of a contract. In addition, Curriculum Associates reserves the right, in its sole discretion, to remove a particular customer's student data from its production servers a reasonable period of time after its relationship with the customer has ended, as demonstrated by the end of contract term or a significant period of inactivity in all customer accounts. Student data is removed from backups in accordance with Curriculum Associates' data retention practices. If Curriculum Associates is required to restore any materials from its backups, it will purge all student-identifiable data not currently in use in the production systems from the restored backups. Student and teacher personal data will not be retained or available to the contractor upon completion of the contract unless a student, parent, or legal guardian of a student chooses to establish or maintain an electronic account with Curriculum Associates.

#### 12. Breach Notification.

Curriculum Associates follows documented "Security Incident Management Procedures" when investigating any potential security incident. In the event of a data security breach, Curriculum Associates will notify impacted customers as promptly as possible that a breach has occurred, and will inform them (to the extent known) what data has been compromised. Curriculum Associates expects customers to notify individual teachers and parents of any such breach to the extent required.

#### Exhibit C

#### California Addendum to Customer Contract

**WHEREAS**, the District and the Curriculum Associates entered into an agreement for technology services (the "Customer Agreement").

WHEREAS, the District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between District and a third-party Service Provider must include certain terms; and

**WHEREAS**, the District and Curriculum Associates desire to have the Customer Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

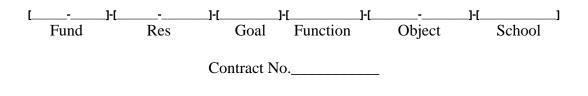
- 1. The terms and conditions of the Customer Agreement and any addenda are incorporated herein by reference.
- 2. The term of this Addendum shall expire on the termination date stated in the Customer Agreement.
- 3. Pupil Records, as such term is defined in AB 1584, obtained by Curriculum Associates from District continue to be the property of and under the control of the District.
- 4. There will be no Pupil Generated Content (as defined in AB 1584) created pursuant to the Customer Agreement.
- 5. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contact the pupil's teacher or school administrator, who will serve as a conduit between Curriculum Associates and District.
- 6. Curriculum Associates shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, as described in the Data Handling Policy, attached to the Customer Agreement.
- 7. In the event of an unauthorized disclosure of a pupil's records, Curriculum Associates shall coordinate with the District to report the breach to any affected parent, legal

guardian, or eligible pupil as described in the Data Handling Policy.

- 8. Curriculum Associates shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Customer Agreement.
- 9. Curriculum Associates certifies that upon termination of the Customer Agreement, and upon written request from the District, Curriculum Associates will remove and destroy all pupil records in its possession.
- 10. District agrees to work with Curriculum Associates to ensure compliance with FERPA as described herein.

Agenda Item:	15.E. Approve contract #CT3605 with PBL Consulting to provide National School District teachers and administrators professional development.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	Approval of this contract will allow PBL Consulting to provide National School District teachers and instructional leaders the fundamentals of Project-Based Learning (PBL) development and implementation in a two-day workshop.
Comments:	This workshop balances work-time with engaging activities. The training results in a usable, peer-reviewed project-based unit participants can implement in their classrooms. Training will be offered during the Summer and will be open to all teachers.
Recommended Motion:	Approve contract #CT3605 with PBL Consulting to provide National School District teachers and administrators professional development.
Financial Impact:	Contract cost: Not to exceed \$6,400 Additional staffing costs: Not to exceed \$8,000 (teacher hourly pay) Other costs: \$0 One time cost General Fund
Attachments:	

CT3605



#### 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. \_\_\_\_\_

(For additional explanation of services, attach Exhibit A, which then will be incorporated here in full by this reference.)

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

3. <u>Compensation</u>. 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:

(For additional explanation of reimbursement terms, attach Exhibit B, which then will be incorporated here in full by this reference.)

4. <u>Expenses</u>. 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:

(For additional explanation of expense reimbursement terms, attach Exhibit C, which then will be incorporated here in full by this reference.)

- 5. <u>Independent Contractor</u>. 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. <u>Taxes</u>. 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. <u>Materials</u>. 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. <u>Audit and Inspection of Records</u>. 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. <u>Works for Hire/Copyright/Trademark/Patent</u>. 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. <u>Termination</u>. 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. <u>Hold Harmless</u>. 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 contact, 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. <u>Insurance</u>. 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. <u>Worker's Compensation Insurance</u>. 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. <u>Fingerprinting Requirements</u>. 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. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 17. <u>Compliance with Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment with Public Agency</u>. 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. <u>Entire Agreement/Amendment.</u> 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. <u>Nondiscrimination in Employment</u>. 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. <u>Non-waiver</u>. 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. <u>Administrator of Agreement</u>. 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. <u>Notice</u>. 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. <u>Severability</u>. 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. <u>Governing Law</u>. 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. <u>Warranty of Authority</u>. 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.

# Agenda Item: 16. HUMAN RESOURCES

# Agenda Item:16.A. Approve Declaration of Need for Fully Qualified Educators for the 2019-2020<br/>school year.

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

# Comments: The Declaration of Need form will be valid from July 1, 2019 through June 30, 2020.

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

RecommendedApprove Declaration of Need for Fully Qualified Educators for the 2019-2020 schoolMotion:year.

Attachments: Declaration of Need



State of California Commission on Teacher Credentialing Certification Division 1900 Capitol Avenue Sacramento, CA 95811-4213

# DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2019-2020

Revised Declaration of Need for year:

# FOR SERVICE IN A SCHOOL DISTRICT

Name of District: NATIONAL SCHOOL DISTRICT

District CDS Code: 68221

Name of County: SAN DIEGO

County CDS Code: 37

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 5/22/19 that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

#### • Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, <sup>2020</sup>.

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

Martha Vazquez		H.R. Specialist
Name	Signature	Title
619 336-7521	619 336-7737	May 22, 2019
Fax Number	Telephone Number	Date
1500 N Avenue, National City	, CA 91950	
	Mailing Address	
	mavazquez@nsd.us	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE (	OF EDUCATION, STATE AGENCY C	OR NONPUBLIC SCHOOL OR AGENCY
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		County of Location

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

The declaration shall remain in force until June 30,2020.

#### • Enclose a copy of the public announcement

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	

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

EMail Address

## AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	10
Bilingual Authorization (applicant already holds teaching credential)	10
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	5
Teacher Librarian Services	

#### LIMITED ASSIGNMENT PERMITS

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

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

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

#### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

#### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

If no evolain	We don't have the resources to establish and maintain a District Internship Program.
ii iio, explaili.	we use thave the resources to establish and maintain a District internship i rogram.

Does your agency participate in a Commission-approved college or university internship program?

If yes, how many interns do you expect to have this year? <sup>10</sup>

If yes, list each college or university with which you participate in an internship program.

National University, San Diego State, California State University, San Marcos, University of Phoenix,

Chapman University, Christian Heritage, Point Loma University, Azuza Pacific University

Southern California University, University of Northern Arizona, and Trustees of the CSU.

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

No 🗸

No

Yes

Yes

Agenda Item:	16.B. Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the California School Employees Association and its Chapter 206 (CSEA) for the 2019-2020 school year.
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	This is the second year of the current three-year Agreement between the National School District and the California School Employees Association and its Chapter 206 (CSEA) for the 2019-2020 school year.
	The article that will be opened is:
	Article 12 Health and Welfare Benefits
Recommended Motion:	Adopt Initial Collective Negotiations Proposal from the National School District to open negotiations with the California School Employees Association and its Chapter 206 (CSEA) for the 2019-2020 school year.

Agenda Item:	16.C. Approve the negotiated agreement for the 2019-2020 school year between the National City Elementary Teachers Association (NCETA) and the Governing Board of National School District.
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	The District and the National City Elementary Teachers Association (NCETA) have been involved in negotiations for the 2019-2020 school year. On April 24, 2019 reached a tentative agreement.
	The tentative agreement will include an increase in the maximum annual contribution for Health and Welfare Benefits eligible employees to \$14,280 for January 1, 2020.
	The unit members completed their ratification of this agreement on May 3, 2019.
Comments:	The Tentative Agreement is attached.
Recommended Motion:	Approve the negotiated agreement for the 2019-2020 school year between the National City Elementary Teachers Association and the Governing Board of National School District.
Financial Impact:	Financial Cost: \$223,720 (Certificated Employees)
Attachments: NCETA Tentative Agreement	

## National City Elementary Teachers Association Proposal to National School District April 24, 2019

# Article 14 Health and Welfare Benefits

1. Effective January 1, 2020 the District's annual maximum contribution per eligible full-time employee to pay insurance premiums for employee selected medical, dental, vision care and life insurance premiums shall be \$14.144. (4% increase) \$14,280 (5% increase). This maximum contribution or maximum cap of District contribution may be increased only as the result of future negotiations between the District and the Association. If the costs exceed the specific maximum contribution by the District at any time during the school year, or any subsequent school year, for any eligible full-time employee, the amount over the specific maximum contribution will be automatically deducted from the paychecks of the employee except as provided expressly under the possible "pool" concept set forth in provision 3.

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Agenda Item:	17. BUSINESS SERVICES
Agenda Item:	17.A. Accept gifts.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Rationale:	•\$1107.50 from Las Palmas PTA to Las Palmas School for field trip transportation.
Quick Summary / Abstract:	•Las Palmas PTA works throughout the year to support various programs at Las Palmas School and National School District.
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.
Financial Impact:	N/A

# Agenda Item: 18. BOARD WORKSHOP

# Agenda Item: 19. BOARD/CABINET COMMUNICATIONS

# Agenda Item: 20. ADJOURNMENT