



Governing Board Agenda

July 10, 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 listen to the recording.

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

Speaking to the Board

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

Compliance with Americans with Disabilities Act

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

Translation Services

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

Equal Opportunity Employer

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





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, July 10, 2019

Closed Session -- 3:30 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

Alma Sarmiento,
Board President

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a “Request for Oral Communications” card. Cards are available near the entrance to the Board Room and are to be submitted to the 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- 3:30 p.m.

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

Two Cases

OAH Case No.2019030777

OAH Case No.2019031140

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

One case

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 PERFORMANCE EVALUATION

Title: Superintendent

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

7. PLEDGE OF ALLEGIANCE

8. ROLL CALL

9. PRESENTATIONS

9.A. Presentation by Ocean Connectors.

Frances Kinney,
Executive Director,
Ocean Connectors

9.B. Introduce and welcome the new employees.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources &
Alma Sarmiento,
Board President

10. PUBLIC COMMUNICATIONS

Alma Sarmiento,
Board President

Public communication provides the public with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board shall submit a "Request for Oral Communications" card. Cards are available near the entrance to the Board Room and are to be submitted to the 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.

11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Alma Sarmiento,
Board President

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

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on June 26, 2019.

Leighangela Brady,
Superintendent

12.B. Administration- None

12.C. Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

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

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

12.D. Educational Services- None

12.E. Business Services

12.E.I. Adopt Resolution #19-20.02 authorizing contracting to piggyback Request For Proposal (RFP) and award documents from the Fullerton School District for the purchase of frozen and refrigerated food piggyback contract (RFP 2019-04).

Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS- None

14. EDUCATIONAL SERVICES

14.A. Presentation for the Governing Board for the 2019-2020 Educational Services curriculum and instruction plan.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.B. Approve Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) for Data Sharing Services.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.C. Approve the purchase of digital subscription for American Reading SchoolPace(eIRLA) for all National School District sites.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.D. Approve contract #CT3640 with Amplified IT to perform a G Suite Domain Audit for National School District.

Sharmila Kraft,
Assistant
Superintendent,
Educational Services

14.E. Approve Licensing Agreement #CT3638 with Document Tracking Services (DTS) for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.F. Adopt Resolution #19-20.01 certifying the approval of the National School District Governing Board to enter into contract (CSPP-9460) with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2019-2020.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.G. Approve Non-Public School Master contract #CT3636 with Aseltine School to provide an educational program for special education students for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.H. Approve #CT3634 for Individual Service Agreement with Aseltine School to provide an educational program for student #3709915 for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.I. Approve Individual Service Agreement #CT3635 with Aseltine School to provide an educational program for student #3713060 for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.J. Ratify Individual Service Agreement #CT3639 with Aseltine School to provide an educational program for student #3711706 for the extended school year 2018-2019 and 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.K. Approve Non-Public School Master contract #CT3637 with San Diego Center for Children Academy to provide an educational program for special education students for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services
14.L. Approve Individual Service Agreement CT#3641 with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2019-2020 school year.	Sharmila Kraft, Assistant Superintendent, Educational Services

15. HUMAN RESOURCES

15.A. Authorize the Assistant Superintendent of Human Resources to hire temporary employees.	Leticia Hernandez, Assistant Superintendent, Human Resources
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15.B. Authorize use of Consultant contract #C3568 for 2019-2020 with SWING Education to provide substitutes for certificated staff to use during professional development.

Leticia Hernandez,
Assistant
Superintendent,
Human Resources

16. BUSINESS SERVICES

16.A. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit C.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.B. Accept gifts.

Christopher Carson,
Assistant
Superintendent,
Business Services

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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- 3:30 p.m.**

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

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
One case

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 PERFORMANCE EVALUATION
Title: Superintendent

Agenda Item: **5. RETURN TO OPEN SESSION**

Agenda Item: **6. CALL TO ORDER**

Agenda Item: **7. PLEDGE OF ALLEGIANCE**

Agenda Item: **8. ROLL CALL**

Quick Summary / Board:

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

Staff:

Dr. Leighangela Brady, Superintendent-Administration
Mr. 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. Presentation by Ocean Connectors.**

Speaker: Frances Kinney, Executive Director, Ocean Connectors

Quick Summary / Abstract: Ocean Connectors has been supporting students in the National School District for eleven years. Ocean Connectors provides opportunities for students to learn about and participate in hands-on field trips linked to environmental stewardship, coastal ecology, marine biology and botany. All Ocean Connectors lessons and experiences are aligned to Next Generation Science Standards and disciplines of Science, Technology, Engineering, and Mathematics (STEM).

A summary of the 2018-2019 school year activities and accomplishments with National School District will be presented by Frances Kinney, Executive Director of Ocean Connectors.

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources & Alma Sarmiento, Board President

Quick Summary /
Abstract: The employees on the attached list were approved at the June 26, 2019 Governing Board Meeting.

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

Attachments:
Introduce and welcome new employees

Introduce & Welcome 7/10/19		
Name	Position	Location
1. Andrea Carrillo	Classroom Teacher	Olivewood School
2. Katelyn Krebs	Classroom Teacher	Rancho de la Nación School
3. Letizia Yvellez	Instructional Assistant – Preschool	Palmer Way School

Agenda Item: **10. 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: **11. AGENDA**

Agenda Item: **11.A. Approve agenda.**

Speaker: Leighangela Brady, Superintendent

Recommended
Motion: Approve agenda

Agenda Item:	12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS
Speaker:	Alma Sarmiento, Board President
Quick Summary / Abstract:	All items listed under the Consent Calendar are considered routine and will be acted upon in one action by the Board. It is understood that the Superintendent has recommended approval for these items. There will be no discussion prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar. All items approved by the Board will be deemed as considered in full and adopted as recommended.
Recommended Motion:	Approve Consent Calendar

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on June 26, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 06/26/19

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

June 26, 2019
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:00 AM:

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 4:02 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed Session was held from 4:02 p.m. to 6:00 p.m. and from 7:06 p.m. to 8:10 p.m.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

Board President, Alma Sarmiento, called the public meeting to order at 6:02 p.m.

7. PLEDGE OF ALLEGIANCE

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

8. ROLL CALL

Mrs. Jocelyn Gomez 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.

Board President, Alma Sarmiento, presented each new employee with a District pin.

10. PUBLIC COMMUNICATIONS

Isabel Lizarraga, El Toyon School, spoke regarding involuntary staff moves.

Jennifer Reynolds, El Toyon School, spoke regarding involuntary staff moves.

Lisa Tostado, El Toyon School, spoke regarding involuntary staff moves.

11. AGENDA

11.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

12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on June 12, 2019.

12.B. Administration

12.C. Human Resources

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

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

12.D. Educational Services

12.D.I. Authorize the Superintendent to submit the Consolidated Application for Funding Categorical Aid Programs 2019-2020.

12.E. Business Services

12.E.I. Authorize the sale, disposal and/or donation of surplus property.

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

13. EDUCATIONAL SERVICES

13.A. Approve the 2019-2020 Local Control Accountability Plan (LCAP).

Motion Passed: The 2019-2020 Local Control Accountability Plan (LCAP) 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.B. Approve the Federal Addendum to the 2019-2020 Local Control and Accountability Plan (LCAP).

Motion Passed: The Federal Addendum to the 2019-2020 Local Control and Accountability Plan (LCAP) passed with 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

14. GENERAL FUNCTIONS

14.A. Adopt Resolution #18-19.49 regarding absence of Board Member Alma Sarmiento due to illness.

Motion Passed: Resolution #18-19.49 regarding absence of Board Member Alma Sarmiento due to illness passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Abstain Ms. Alma Sarmiento

15. HUMAN RESOURCES

15.A. Approve Memorandum of Understanding with the National City Elementary Teachers Association (NCETA) and National School District (NSD) for negotiable impacts and effects of the Enrichment Wheel Teacher Program.

Motion Passed: Memorandum of Understanding with the National City Elementary Teachers Association (NCETA) and National School District (NSD) for negotiable impacts and effects of the Enrichment Wheel Teacher Program 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

15.B. Approve Agreement #CT3335 with the San Diego County Office of Education (SDCOE) to provide Induction Program to beginning teachers.

Motion Passed: Agreement #CT3335 with the San Diego County Office of Education (SDCOE) to provide Induction Program to beginning teachers 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.C. Approve On-Loan Agreement #CT3628 between the University of California at San Diego (UCSD) and National School District (NSD) for Sarah Peterson to serve as 100% Director of the California Reading & Literature Project, Regional Office, from July 1, 2019 through June 30, 2020.

Motion Passed: On-Loan Agreement #CT3628 between the University of California at San Diego (UCSD) and National School District (NSD) for Sarah Peterson to serve as 100% Director of the California Reading & Literature Project, Regional Office, from July 1, 2019 through June 30, 2020 passed with a motion by Ms. Barbara Avalos 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

15.D. Approve contract #CT3630 with Cooperative Organization for the Development of Employee Selections (CODESP) Public Human Resources with the National School District for employment selection materials for the 2019-2020 school year.

Motion Passed: Contract #CT3630 with CODESP Public Human Resources with the National School District for employment selection materials for the 2019-2020 school year passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

15.E. Approve contract #CT3631 with Frontline Technologies to provide substitute placement services for National School District for the 2019-2020 school year.

Motion Passed: Contract #CT3631 with Frontline Technologies to provide substitute placement services for National School District for the 2019-2020 school year 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

16. BUSINESS SERVICES

16.A. Adopt Resolution #18-19.48 for the use of Education Protection Account (EPA) funds for the 2019-2020 school year.

Motion Passed: Resolution #18-19.48 for the use of Education Protection Account (EPA) funds for the 2019-2020 school year 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

16.B. Approve the Estimated Actual Budget for 2018-2019, and adopt the 2019-2020 Proposed Budget for all funds.

Motion Passed: The Estimated Actual Budget for 2018-2019, and the 2019-2020 Proposed Budget for all funds 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

16.C. Approve renewal of annual maintenance agreements and service contracts for 2019-2020.

Motion Passed: With the exception of line items #22 and #65, which will be presented at a future Board meeting, renewal of annual maintenance agreements and service contracts for 2019-2020 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

Line item #32 is a revenue to the District not an expense

16.D. Approve contracts #CT3609, #CT3610, #CT3611, #CT3612, #CT3613, #CT3614, #CT3615, #CT3616, #CT3617, and #CT3618 with the YMCA of San Diego County for sixth grade camp.

Motion Passed: Following discussion contracts #CT3609 through #CT3618 with the YMCA of San Diego County for sixth grade camp passed with a motion by Ms. Maria Dalla 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

16.E. Award contract #CT3626 for Bid #18-19-192 to A&S Flooring, for Flooring Repair and Replacement.

Motion Passed: Contract #CT3626 for Bid #18-19-192 to A&S Flooring, for Flooring Repair and Replacement 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

16.F. Approve contract #CT3627 with Matrix Energy Services, Incorporated to perform energy efficient retrofitting at the District Office and El Toyon School.

Motion Passed: Following discussion contract #CT3627 with Matrix Energy Services, Incorporated to perform energy efficient retrofitting at the District Office and El Toyon School passed with a motion by Ms. Maria Betancourt-Castañeda 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

16.G. Approve contract #CT3633 with Blackboard to provide website template, hosting, and Americans with Disabilities Act compliance.

Motion Passed: Following discussion contract #CT3633 with Blackboard to provide website template, hosting, and Americans with Disabilities Act compliance 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

16.H. Adopt Resolution #18-19.40 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13-18/19 Apple Computer Products, Services, and Related Items).

Motion Passed: Following discussion Resolution #18-19.40 authorizing contracting pursuant to cooperative bid and award documents from the Glendale Unified School District piggyback contract bid (Bid No. P-13-18/19 Apple Computer Products, Services, and Related Items) 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

16.I. Adopt Resolution #18-19.42 authorizing National School District to participate in the CalSAVE program for the acquisition of materials, equipment, and supplies.

Motion Passed: Resolution #18-19.42 authorizing National School District to participate in the CalSAVE program for the acquisition of materials, equipment, and supplies passed with a motion by Ms. Maria Dalla and a second by Ms. Maria Betancourt-Castañeda.

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

16.J. Adopt Resolution #18-19.44 authorizing National School District to participate in the Sourcewell public contract, for the purchase of supplies, materials and equipment.

Motion Passed: Following discussion Resolution #18-19.44 authorizing National School District to participate in the Sourcewell public contract, for the purchase of supplies, materials and equipment 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

16.K. Adopt Resolution #18-19.45 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment and supplies.

Motion Passed: Resolution #18-19.45 authorizing National School District to participate in the North County Educational Purchasing Consortium (NCEPC) program for the acquisition of materials, equipment and supplies passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Ms. Maria Dalla.

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

16.L. Adopt Resolution #18-19.47 authorizing National School District to participate in the National Association of State Procurement Officials (NASPO) Valuepoint program for the acquisition of materials, equipment and supplies.

Motion Passed: Resolution #18-19.47 authorizing National School District to participate in the National Association of State Procurement Officials (NASPO) Valuepoint program for the acquisition of materials, equipment and supplies 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

16.M. Accept gifts.

Motion Passed: Accept gifts passed with a motion by Ms. Maria Betancourt-Castañeda 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. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

Ms. Betancourt-Castañeda thanked everyone present for attending the Board meeting and wished Ms. Dalla a happy belated birthday. She welcomed the new employees. She wished everyone a restful summer.

Ms. Dalla thanked everyone present for attending the Board meeting. She said that it is important for the community to know about these public meetings where they can see the work that the Governing Board is doing. She wished everyone a great summer break.

Mr. Clapper thanked everyone present for attending the Board meeting. He also shared that the 4th of July Carnival will begin on July 3rd and invited everyone to attend. He wished everyone a restful summer and looks forward to the start of the new school year.

Ms. Avalos thanked Mission Federal Credit Union for the San Diego County Fair vouchers. She looks forward to the 4th of July Carnival. She wished everyone a great weekend and summer break.

Dr. Hernandez congratulated and welcomed the new employees.

Mr. Carson shared two example agenda items with Board members that can potentially change the way in which Financial Impact is listed.

Dr. Kraft shared information about a future Board meeting item on the CORE Data Collaborative.

Dr. Brady thanked everyone present for attending the Board meeting and the speakers for sharing their concerns with the Board members. She shared that Dr. Johnson with the National Center for Urban School Transformation informed her of a grant to continue our professional learning network with other South County Districts. She wished everyone a great summer break.

Ms. Sarmiento commented on her absence from the prior Board meeting and thanked the Board members for approving her absence resolution.

19. ADJOURNMENT

Board President, Alma Sarmiento, adjourned to closed session at 7:06 p.m.

Board President, Alma Sarmiento, adjourned the meeting at 8:10 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Quick Summary / None
Abstract:

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

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Financial Impact: See staff recommendations table.

Attachments:
Staff recommendations

CERTIFICATED STAFF RECOMMENDATIONS
July 10, 2019

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

1. Somer Bizzle	Classroom Teacher 6.58 hours per day 185 days per year Las Palmas School	July 17, 2019	Class 1, Step 1	General Fund
2. Marylou Chavez	Classroom Teacher 6.58 hours per day 185 days per year Ira Harbison School	July 17, 2019	Class 1, Step 1	General Fund
3. Elizabeth Prentice	Classroom Teacher 6.58 hours per day 185 days per year Central School	July 17, 2019	Class 1, Step 1	General Fund
4. Genelli Vital	Teacher of Special Day Class Grade TK 6.58 hours per day 185 days per year Olivewood School	July 17, 2019	Class 1, Step 1	General Fund
5. Briana Willis	Resource Specialist Program Teacher 6.58 hours per day 185 days per year Lincoln Acres School	July 17, 2019	Class 1, Step 1	General Fund

Temporary Employment

6. Jacqueline Campa	Classroom Teacher 6.58 hours per day 185 days per year Palmer Way School	2019-2020 school year	Class 1, Step 1	General Fund
7. Guillermo Garcia	Classroom Teacher 6.58 hours per day 185 days per year Lincoln Acres School	2019-2020 school year	Class 1, Step 1	General Fund

Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS
July 10, 2019

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

8. Alexander Maceda	Custodian-Day 8 hours per day 12 months per year Las Palmas School	July 12, 2019	Range 19, Step 1	General Fund
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Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

9. Martha Cardenas	From Instructional Assistant-Special Education 3.25 hours per day to Library Media Specialist 7.5 hours per day 210 days per year Rancho de la Nación School	July 17, 2019	Range 20, Step 1	General Fund
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Leave of Absence

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

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

Attachments:
Resignations/Retirements

Resignations 7/10/19			
Name	Position	Location	Effective Date
Nicole Wysocki	Resource Specialist Program Teacher	El Toyon School	June 5, 2019
Paul Wysocki	Teacher Special Day Class	Las Palmas School	June 5, 2019

Retirements 7/10/19			
Name	Position	Location	Effective Date
Belinda Farley	Preschool Teacher	El Toyon School	June 5, 2019
Douglas Smithdeal	Electronic Systems- Maintenance Worker	Maintenance & Operations	September 30, 2019

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

Quick Summary / None
Abstract:

Agenda Item:	12.E. Business Services
Agenda Item:	12.E.I. Adopt Resolution #19-20.02 authorizing contracting to piggyback Request For Proposal (RFP) and award documents from the Fullerton School District for the purchase of frozen and refrigerated food piggyback contract (RFP 2019-04).
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Quick Summary / Abstract:	Piggyback is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity. This allows for smaller entities to take advantage of favorable pricing and contract conditions extended to other entities, thereby saving costs on purchased items they might not otherwise achieve through their own bid process.
Comments:	Fullerton School District conducted a Request for Proposals process for Frozen & Refrigerated Food Distribution. The contract was awarded to Gold Star Foods with an effective date of the bid of July 1, 2019 through June 30, 2020, renewable for two years. The award allows incorporated participating public agencies an opportunity to purchase refrigerated and frozen goods from the successful bidder. The contract allows for a margin of 10% increase over wholesale cost of all goods.
Recommended Motion:	Adopt Resolution #19-20.02 authorizing contracting to piggyback Request For Proposal (RFP) and award documents from the Fullerton School District for the purchase of frozen and refrigerated food piggyback contract (RFP 2019-04).
Financial Impact:	Cost: \$0 Additional staffing costs: \$0 Other costs: \$0 General fund
Attachments:	Resolution #19-20.02

National School District Resolution

#19-20.02

AUTHORIZING ITS PARTICIPATION IN THE PURCHASE OF FROZEN AND REFRIGERATED FOODS THROUGH THE FULLERTON SCHOOL DISTRICT

On motion of Member_____, seconded by Member_____, the following resolution is adopted:

WHEREAS, California Department of General Services (“Department”) is authorized pursuant to Public Contract Code Section 12100 to purchase goods and services on behalf of local agencies, such as National School District (“District”);

WHEREAS, the Department allows local governments to use its Fullerton School District program to purchase products and services;

WHEREAS, such purchases must be made by the Department upon the same terms, conditions and specifications and at a price lower than the District can obtain through its normal acquisition procedures;

BE IT RESOLVED by the Governing Board of National School District as follows:

1. The District requests participation in the purchase of materials, equipment, and supplies through the Fullerton School District.
2. The District will make all purchases in its own name for public use only.
3. The District will be responsible for payment directly to the vendor and for any tax liability and will hold the State of California harmless therefrom.
4. Such purchases can be made by the Department upon the same terms, conditions, and specifications and at a price lower than the District can obtain through its normal acquisition procedures since the contracted price is lower than the District estimate, etc.
5. The District’s participation in the Fullerton School District is in the best interests of the District due to time schedule, quality, cost of developing specifications, price, etc.

Resolution #19-20.02
July 10, 2019
Page 2

PASSED AND ADOPTED by the Governing Board of National School District of San Diego County, California, this 10th day of July 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT: None

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item: **13. GENERAL FUNCTIONS**

Quick Summary / None
Abstract:

Agenda Item:	14. EDUCATIONAL SERVICES
Agenda Item:	14.A. Presentation for the on the 2019-2020 Educational Services curriculum and instruction plan.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	The intent of this presentation is to brief the Governing Board on how various curriculum and instruction components will integrate and shape the Educational Services plan for 2019-2020.
Comments:	<p>In the 2018-2019 school year, Educational Services purchased new materials (iReady, UCI Math, Benchmark Advanced/Adelante, American Reading) to support teachers in implementing Common Core English Language Arts and Math standards, and the aligned California Frameworks. Over the course of the year, the Governing Board approved various components of these materials (i.e. subscription licenses, professional development, etc.).</p> <p>This presentation will explain how the resources integrate and support student learning.</p>

Agenda Item:	14.B. Approve Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) for Data Sharing Services.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Administration is seeking approval to enter into a Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) to share our student data such as state and local dashboard data through the CORE Data Collaborative. This CORE Data Collaborative dashboard will provide us statistically significant predictors in order to set targets for School Plans for Student Achievement (SPSA).</p> <p>This Memorandum of Understanding (MOU) includes all of our State measures to analyze growth, social emotional learning, and climate surveys as well as high school readiness measures. The model looks at student change and growth over time and will allow us the opportunity to study best practices.</p>
Comments:	<p>The CORE Data Collaborative provides educators a clearer picture of school progress and currently hosts data that encompasses more than 1.8 million students and four county offices of education in California. CORE has partnered with Stanford University, Stuart Foundation, Bechtel Foundation, Hewlett Foundation and the Gates Foundation. The CORE system includes all of our State measures to analyze growth, social emotional learning and climate surveys as well as high school readiness measures. The model looks at student change and growth over time and allows districts to dialogue across the state with other districts demonstrating promising practices.</p> <p>This program supports the following District LCAP goal: Goal 2: Increase academic proficiency for all students and advance the global competency skills of communication, collaboration, creativity, and problem solving as needed for future success.</p> <p>While the Memorandum of Understanding (MOU) enter date states July 1, 2019, it will be in effect only after Governing Board approval.</p>
Recommended Motion:	Approve Memorandum of Understanding (MOU) with San Diego County Office of Education (SDCOE) for Data Sharing Services.
Financial Impact:	None
Attachments:	MOU NSD-SDCOE

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
6401 Linda Vista Road
San Diego, California 92111**

MEMORANDUM OF UNDERSTANDING FOR DATA SHARING SERVICES

This Memorandum of Understanding (“MOU”) is entered into this 1st day of **July 2019 through June 30th, 2022** by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (“SDCOE”)** and the **National School District (“LEA,”** together with SDCOE, the “Parties”).

WHEREAS, SDCOE and LEA enter into this MOU to facilitate the mutual sharing of data and establish responsibilities between the Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; “FERPA”); California Education Code § 49073.1; the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; “SOPIPA”); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SDCOE and LEA with respect to data collected or retained by LEA or by SDCOE pursuant to this MOU.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Role of SDCOE

1.1 SDCOE shall provide services designed to assist LEA with certain requirements and mandates for managing or reporting on data collected by LEA, potentially including the integration of data between disparate systems, and staff and pupil records, which include any information that is directly related to a student that is maintained by LEA or acquired directly through the use of instructional software or applications assigned to a student by a teacher or other LEA employee (collectively, “Data”). Services rendered under this MOU shall be referred to as “Core Services” and be identified in Exhibit A hereto.

The LEA may request in writing to opt into participation in one or more core services outlined in Exhibit A. SDCOE reserves the right to accept or deny such request for services. Once this decision is made, SDCOE shall provide a written response to the LEA either accepting or denying the request within 10 working days of receipt of the request to add services.

2. Responsibilities of SDCOE

SDCOE will provide any services it delivers in a timely and professional manner.

2.1 SDCOE will ensure any systems it develops with such Data to serve the needs of LEA or public agencies will have appropriate levels of security, as further detailed in Section 11 (Data Security) of this MOU.

2.2 SDCOE shall help ensure Data available can only be viewed or accessed by agencies legally allowed to do so, and as agreed upon by LEA and SDCOE.

2.3 Should it be deemed necessary, SDCOE will specify and assist in allowing network access to resources, in a controlled and secure manner.

3. LEA Rights and Responsibilities

LEA shall provide system linkages or necessary Data extracts or permission access from LEA's student information or other systems on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement.

3.1 Data extracts will be provided through secure electronic transmission by LEA to SDCOE.

3.2 LEA will be responsible for providing the data needed to integrate LEA's Data into SDCOE's data repositories as needed to perform the required tasks.

3.3 Data provided by LEA shall include Data relevant to the purpose of this MOU or specific system requirements.

3.4 LEA shall be responsible for determining which of their staff has access to system, communicating to SDCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining LEA's main and sub-accounts, and communicating the names of individuals for whom access should be removed due to change of position or separation from the LEA.

3.5 LEA shall designate those individuals who can: (a) transmit Data to SDCOE; (b) request release of Data to LEA or third parties; or (c) request extracts or analysis of LEA's Data.

4. Third-Party Agencies

Third parties may include but are not limited to public agencies the Parties desire to collaborate with, public agencies the Parties are required to share Data with, and/or any third-party vendor of either Party. Permission for SDCOE to share Data with a third party must be first granted by LEA in writing.

5. Amendments to MOU

The MOU shall be supplemented by amendments or other attachments that will reflect specific undertakings by SDCOE and LEA.

6. Applicable Law

6.1 Data sharing under this MOU will from time to time include SDCOE collecting and maintaining educational, personnel, medical and financial records that contain personally identifiable information (PII) on students or staff of LEA. SDCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SDCOE and LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code § 49073 et seq., FERPA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), SOPIPA, and other state and federal/European Union laws and regulations regarding educational, personnel, medical and financial records.

6.2 The Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SDCOE and LEA additionally agree that aggregated (non-individually identifiable) and non-aggregated PII Data may be reported upon or shared as allowable by law.

6.3 SDCOE and LEA shall ensure joint coordination and cooperation with one another to ensure compliance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended. The foregoing notwithstanding, SDCOE and LEA agree that LEA shall be responsible for providing notices to parents required under FERPA, obtaining necessary parental consent required under FERPA, and for providing parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of Data shared with SDCOE pursuant to this MOU.

7. Ownership of Data

SDCOE and LEA agree that LEA will continue to maintain ownership of and control over its source Data. SDCOE agrees that it will not alter LEA's source Data without explicit authorization from LEA, and is not responsible for any errors therein. SDCOE shall not be responsible for the type or quality of the Data provided by LEA, and SDCOE makes no warranty as to the Data itself. LEA understands that though SDCOE may notify it of issues it discovers with the source Data, LEA is responsible for any corrections required to its own Data or will authorize SDCOE to make any limited explicit changes. LEA acknowledges that accurate reports rely upon accurate source Data being maintained by LEA. Each party owns or controls its data systems and the work product generated by such systems.

8. Prohibited Use of Data

Except as otherwise permitted by the terms of this MOU, SDCOE shall not use the Data supplied to it in an unauthorized manner. Specifically, SDCOE shall not sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

9. Student and Parent Access to Data

SDCOE shall work with LEA to provide a means by which employees, when authorized by LEA, can search and access student Data through reasonable procedures for LEA to respond to a parent, legal guardian, or eligible student who seeks to review PII in the pupil's records and to correct erroneous information. The foregoing notwithstanding, SDCOE shall cooperate with LEA to help ensure this record correction will be consistent with LEA's policies regarding record correction.

10. Third-Party Vendors

SDCOE will have contracts with third parties to help SDCOE maintain the SDCOE data system ("SDCOE Contractors"). SDCOE may not distribute student or staff Data to any SDCOE Contractors without LEA's written consent or as permitted by this MOU, unless required by law. SDCOE shall ensure that approved subcontractors adhere to this MOU. SDCOE will help ensure that any subcontractor or sub-processor that it engages, to process, store, or access Data, has adequate technical security and organizational measures in place to keep Data secure and comply with this MOU. SDCOE will require any third-party vendors and subcontractors to comply with any applicable state and federal laws and regulations regarding educational records and data privacy, including but not limited to: Education Code §§ 49073.1, 49076, and 49076.5; FERPA; HIPAA; and SOIPA.

11. Data Security

Both Parties agree to maintain appropriate security protocols in the transfer or transmission of Data, including ensuring Data may only be viewed or accessed by Parties legally allowed to do so. SDCOE shall maintain Data obtained or generated pursuant to this MOU in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to this MOU, except as requested by LEA. SDCOE shall provide security training to those of its employees who operate or have access to the system. SDCOE may also provide an initial security training to LEA. SDCOE shall provide LEA with contact information for the person at SDCOE who

LEA may contact if LEA has security concerns or questions. Where applicable, SDCOE will require unique account identifiers, user names, and passwords that must be entered each time a client or user signs in. A description of SDCOE's data security practices and procedures is attached to this MOU as Exhibit B.

12. Data Breach Notification

SDCOE shall maintain Information Security & Privacy Insurance with Electronic Media Liability policy with coverage limits of no less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate for the duration of this MOU. Such policy shall cover damages resulting from the unauthorized access to, or theft of, data obtained by SDCOE in connection to this MOU, as well as the unauthorized disclosure or use of (PII) that SDCOE may acquire from LEA ("Data Breach"). It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of LEA Data, and defense costs, fines, and penalties related to a Data Breach. Parties agree that the insurance requirements referred to herein shall apply to any third-party vendors hired by SDCOE that may obtain or maintain LEA Data, as well as the outside agencies referred to in Section 0 of this MOU. LEA reserves the right to request proof of insurance from SDCOE, third-party vendors, and outside agencies to confirm compliance with these insurance requirements. Upon becoming aware of any unlawful or unauthorized access to student or staff Data stored on equipment used by SDCOE or in facilities used by SDCOE, SDCOE will take the following measures:

12. Promptly file a claim with SDCOE's Information Security & Privacy Insurance with Electronic Media Liability policy provider.

12.2 Promptly notify LEA of the suspected or actual incident, including the type of Data subject to unauthorized access.

12.3 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

12.4 Assist LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

13. Outside Agencies

13.1 SDCOE may be required by subpoena or other lawfully issued order to divulge Data to law enforcement or another agency. When permitted by the requesting agency, SDCOE shall provide LEA with notice of the request and types of information requested. Both SDCOE and LEA have periodic needs to share Data, as legally allowed, with public agencies needing access to such Data to provide services to students. SDCOE and LEA understand that sharing Data for use in such systems streamlines the process of providing services to students. SDCOE agrees that no Data will be made accessible to any such agency for any purpose other than those limited to the Data required and only under conditions allowed by law. Education Code §§ 49076 and 49076.5, as amended, and 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, as amended, provide specific conditions under which Data may be accessed by or shared with public agencies.

13.2 SDCOE may have periodic needs to share Data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with LEA and SDCOE or to perform relevant research studies. SDCOE shall notify LEA in writing of any Data sharing pursuant to this Section, as follows:

1. Describe the identity of the researchers/organizations to whom the Data will be transmitted

2. Provide contracts when requested, which shall include provisions binding the researcher/organization to the terms of this MOU
3. Describe the types of Data to be transmitted
4. Describe the manner in which the Data shall be de-identified or aggregated.

14. Independent Contractors

Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

15. Indemnification and Liability

Each Party agrees to indemnify the other against any and all liability, actions, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or in any way resulting from the indemnifying Party's own negligent or intentional acts, errors, or omissions in connection to the performance of the responsibilities of each Party, per this MOU. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this MOU. The Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this MOU or pursuant to law, excluding such release in connection to the negligence of either Party, or that of its officers, agents, or employees. If liability, damages, or any other claim relating to Data shared pursuant to this MOU is a result of a third party's act or omission, then the indemnification and defense that the third party contractually owes to SDCOE and/or LEA shall also be extended to the other Party to this MOU, to the maximum extent possible.

16. Severability

If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this MOU, and the remaining provisions shall remain in effect and enforceable.

17. Term

This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this MOU is part of an effort to standardize data sharing and management between SDCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate effective June 30, 2022.

18. Termination

Either Party may terminate this MOU upon ninety (90) days' written notice. Upon termination or expiration of this MOU, SDCOE shall work with LEA for the orderly cessation of extracts of student Data. Upon termination or expiration of this MOU, SDCOE shall return or delete personally identifiable student Data unless otherwise provided by law or mutual agreement of the Parties. SDCOE and LEA understand that SDCOE may have an ongoing need to reference the raw Data it acquired during the term of this MOU. In the event that such need arises, SDCOE shall, to the extent possible and subject to the mutual agreement of the LEA, only retain anonymized, aggregated Data that it obtained from LEA during the term of this MOU. However, SDCOE certifies

that such anonymized, aggregated Data shall be purged when the Data has exceeded its useful life and shall not be kept for more than seven (7) years unless otherwise legally required.

19. Dispute Resolution

In the event of a dispute between any Party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision- makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within ninety (90) days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the San Diego County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of San Diego, State of California.

**SAN DIEGO COUNTY OFFICE OF
EDUCATION**

NATIONAL SCHOOL DISTRICT

By: _____
Name: Mr. Michael Simonson
Title: Chief Business Officer, Deputy
Superintendent
San Diego County Office of Education
Dated: _____

By: _____
Name: _____
Title: _____
Dated: _____

By: _____
Name: Dr. Terry Loftus
Title: Chief Technology Officer
Assistant Superintendent Integrated
Technology Services
Dated: _____

EXHIBIT A

SDCOE Core Services

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
<p>National Student Clearinghouse</p> <p>The LEA and SDCOE agree to collaborate in order to maximize student preparation for college and career during the K-12 experience. In order to accurately track the progress of San Diego county high school graduates' success in post-secondary education and to be able to adjust programs and services to maximize student success in such institutes, we have established a MOU regarding the use of StudentTracker, a tool developed by the National Student Clearinghouse.</p>	<p>Student Tracker</p> <p>The LEA upon participation submits accurate, updated data for each high school (periodically and as appropriate) to StudentTracker guidelines for submission to the National Student Clearinghouse.</p>	LLS/AAE	YES	NO	NO
<p>CORE Districts/ Education Analytics</p> <p>The CORE Districts and their analytic partner Education Analytics serves together to maximize the use of data to populate dashboards associated with the CORE Data Collaborative. At the request of SDCOE and under the Joinder agreement with CORE, Education Analytics may supply additional analytical support and data extracts to LEAs in support of their</p>	<p>Data Collaborative/Dashboard / Predictive Analytics</p>	LLS/AAE ITS/ITS	YES	NO	NO

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
analysis of student data trends and/or LEA participation in predictive analytics projects. Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.					
SDCOE LLS/MEGA SDCOE shall provide the MEGA dashboard to support the LEA in understanding and monitoring the progress of language learners. The MEGA Dashboard is a tool that utilizes business intelligence software, establishing a dynamic, multi-faceted assessment system to monitor the progress of language learners. This tool provides visualizations of both academic and linguistic data and assists districts. Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.	MEGA EL Dashboard · Provide data monitoring for students including English learners. · Monitor progress towards reclassification at the student level · Monitor the progress of reclassified students per CDE requirements · Provide LCAP metrics	ITS/ITS	YES	NO	NO
Ed-Fi/Digital Promise In coordination with third party services providers or grantors	SDCOE Data Interoperability	LLS/ITS/ Innovation	YES	NO	NO

Service Provider	Application/ Project Name	Division/ Department	Ed Code 49073.1(a)	Employee Information	HIPAA / Medical Info
<p>including the Ed-Fi Alliance and/or Digital Promise SDCOE shall provide the LEA metrics output from combined data sets, utilizing the Ed-Fi data structure to combine student information system data with one or more additional sources of data. The LEA shall provide any additional sources of data through either data submissions through secure transfer or via APIs to subscription software as services the LEA has contracted with.</p> <p>Data provided to SDCOE may also be leveraged to support the LEA with data visualizations and the development of dashboards through the use of platforms including Power BI and Tableau.</p>					

EXHIBIT B

SDCOE Data Security Practices and Procedures

Introduction: SDCOE has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Operational Support Services, Personnel Services, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of January 1, 2019, the Program has identified the following areas to be part of the continual improvement of the SDCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
 - a. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances
 - b. Continual improvement of Anti-virus/Malware software configuration, operation and security
 - c. Provide Anti-virus/Malware training and awareness
 - d. Practice in depth Anti-virus/Malware defense for server and end user computers
2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a **DRP**. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. SDCOE addresses these plans by:

 - a. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
 - b. Secure Executive Oversight and Support for the COOP
 - c. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.
3. Firewall Administration and Configuration
 - a. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
 - b. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
 - c. Implement least privilege access
 - d. Documentation, content and sufficiency of firewall policies and procedures
 - e. Logical placement of firewalls
 - f. Restricted access to management interfaces
 - g. Continual evaluation of applied rule sets
 - h. Backup, recovery, and storage of configuration files
 - i. Firewall event log review and sufficient storage for retention policy
4. Network Systems and Database Vulnerability Scanning

Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.

5. Network Monitoring & Intrusion Detection
 - a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
 1. Attempted unauthorized logical and physical access;
 2. Access trends and deviations from those trends;
 3. Access to sensitive data and resources;
 4. Highly-sensitive privileged access, such as the ability to override security controls;
 5. Access modifications made by security personnel; and
 6. Unsuccessful attempts to logon to a system.
 - b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
6. Patch Management
 - a. Regularly review and update systems, configuration, and applications for required systems
 - b. Sufficient testing of systems before and after patching
 - c. Maintain documentation of patch history of required systems
7. Physical Security

To prevent unauthorized personnel from gaining direct access to SDCOE facilities that house sensitive information, the following areas are under regular review and improvement process:

 - a. Documentation, content and sufficiency of physical security policies and procedures
 - b. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
 - c. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
 - d. Lock and Key control
 - e. Access control including identification systems in use and access points
 - f. Intrusion alarms
 - g. Fire detection, suppression and prevention
 - h. CCTV/digital imaging technologies
 - i. Power system and utility control points
 - j. Documentation, retired network storage, and refuse disposal
 - k. Mail Handling
 - l. Hard copy record storage
 - m. Network Operations Center
8. Server (Data Center Systems) Administration and Configuration

Continual improvement of the following areas:

 - a. Documentation of server implementations, policies, and procedures
 - b. Hardware, operating system, and application security
 - c. User account policy and rights assignments
 - d. Auditing policies, system changes, user rights, and access to sensitive data
 - e. Event and security log retention and regular review
 - f. Critical file and folder permissions
 - g. Remote access and security
9. Network Switch and Router Administration and Configuration

Continual improvement of the following areas:

 - a. Develop clear documentation, content and sufficiency of policies and procedures
 - b. Streamline installation, operation and security
 - c. Regular review of configuration

10. Workstation Administration and Configuration
Continual improvement of the following:
 - a. Documentation of workstation policies and procedures
 - b. Hardware security
 - c. Operating System installation, configuration and maintenance (patching)
 - d. User account policies and rights assignments
 - e. Event and security log settings and retention
 - f. Critical file and folder permissions
 - g. Remote access and security
11. Mobile Devices
Regularly examine SDCOE's policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both SDCOE owned devices and personal devices brought onto SDCOE's network.
12. Application Security Assessment and Mitigation
The primary objective is to assess how effectively and efficiently SDCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SDCOE's IT systems to accomplish and/or conceal an unauthorized diversion of SDCOE's assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:
 - a. Database administration practices.
 - b. Production control practices.
13. Users Awareness Training
Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

Exhibit C – Data Use Agreement

AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN SCHOOL DISTRICT AND CORE DISTRICTS

This Data Use and Confidentiality Agreement (“Data Use Agreement”) between School District (as identified and signed in the joinder, Attachment E), and CORE Districts (referred to as CORE) with subcontractors Education Analytics (hereinafter referred to as EA), VersiFit Technologies LLC (hereinafter referred to as VFT), and Panorama Education (hereinafter referred to as PE), as well as with the CORE Research Partner at Policy Analysis for California Education (hereinafter referred to as PACE). Together, EA, VFT and PE are referred to as the “CORE Measurement Sub-Contractors” below. PACE is referred to as the “CORE Research Partner.” This Data Use Agreement describes the means to be used by the CORE Measurement Sub-Contractors and CORE Research Partner to ensure the confidentiality and security and terms of use for information and data exchanged between School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner for the purposes stated below. Within the scope of this agreement, confidential data may be exchanged between and amongst School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner.

I. GENERAL TERMS

A. PURPOSE

The CORE Measurement Sub-Contractors have entered into service and measurement/analytical support partnerships with the CORE Districts (hereinafter, CORE). PACE¹ has a continued research support partnership with the CORE Districts. CORE is a non-profit organization comprised of member California school districts. The purpose of this Agreement is to assist School District, a member of the CORE Data Collaborative, to participate in measurement, analytics, reporting and research based upon CORE’s school quality improvement indicator system. The CORE Measurement Sub-Contractors will collect and utilize longitudinal administrative data specific to the School Quality Improvement Index indicators and including related indicators in order to provide reporting to School District leaders and practitioners. Further, the CORE Research Partner will collect and archive longitudinal administrative data from the CORE data system to conduct policy analyses for School District leaders, School District practitioners and the public in order to support the continuous improvement in K-12 education. Public policy and other research questions to be addressed using the CORE Data Archive managed by our CORE

¹ Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California’s education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from leading universities and research institutes in California and beyond and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

Research Partner will be developed in collaboration with participating CORE Data Collaborative districts and representatives of CORE.

B. NATURE OF DATA

To further the achievement of the above stated purposes, School District will provide the CORE Measurement Sub-Contractors, and, in some cases, the CORE Research Partner with data extracts from the School District data systems to include data elements, identified in **Attachment C**, necessary to produce and report the measures involved in CORE's school quality improvement data system, and to engage in meaningful analytics and research.

School District may also provide the CORE Measurement Sub-Contractors and/or CORE Research Partner with any additional items required to answer research questions defined by School District alone or with other CORE participants.

School District warrants that it has the authority to provide such data to the CORE Measurement Sub-Contractors and to the CORE Research Partner under the terms of this Agreement, and that School District will not be in breach of any law or representations to any person by providing such information to CORE Measurement Sub-Contractors and/or the CORE Research Partner.

These data extracts will include historical information wherever possible. Additional data elements may be provided at the discretion of School District.

The CORE Measurement Sub-Contractors and/or CORE Research Partner may collect data that contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and "personal information" about students as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

C. TRANSFER OF DATA

School District and the CORE Measurement Sub-Contractors and CORE Research Partner shall use a secure electronic means and schedule for transferring confidential information. School District will create data extracts according to specifications provided by CORE. Extracts will be updated using a mutually agreed upon schedule (generally through annual submission the summer). Generally, data will be transferred by School District or their Partnering Education Agency to CORE's Measurement Sub-Contractors. For research and policy analysis purposes, such data or analyzed versions of such data may be transferred between and amongst CORE Sub-Contractors and CORE Research Partner as named in this Data Use Agreement; this agreement also covers the transfer of data from School District directly to the CORE Research Partner.

D. PERIOD OF AGREEMENT

This Agreement shall be effective from the signing of this agreement through June 30, 2020, unless terminated earlier by either party pursuant to Section F.

E. CORE DISTRICTS RESPONSIBILITIES

CORE agrees to the following confidentiality statements:

1. CORE acknowledges that these data are confidential data and proprietary to School District, and

agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws which may include but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. The CORE Measurement Sub-Contractors and the CORE Research Partner are responsible for complying with all applicable District, Local, State and Federal confidentiality laws and regulations.

2. The CORE Measurement Sub-Contractors and CORE Research Partner will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
3. The CORE Measurement Sub-Contractors and CORE Research Partner shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information (b) provide all staff with access to confidential information statements of organizational policies and procedures for the protection of human subjects and data confidentiality and (c) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information. Other than as provided herein, no confidential data will be released by the CORE Measurement Sub-Contractors and CORE Research Partner.
4. The CORE Measurement Sub-Contractors and CORE Research Partner shall not assign this Agreement or any portion thereof to a third party without the prior written consent of School District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement. For clarification purposes, members of the PACE network who have signed a separate affiliated researcher agreement with PACE are not considered a third party.
5. The CORE Measurement Sub-Contractors and CORE Research Partner will use any information which could potentially allow the identification of any individual only for the purpose of creating the data sets using aggregate data and analyzing the data. The CORE Measurement Sub-Contractors and CORE Research Partner will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law.
6. The CORE Measurement Sub-Contractors and CORE Research Partner will publically report only aggregate data and will not publicly report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. At the direction of School District, the CORE Measurement Sub-Contractors and CORE Research Partner may provide School District leaders and practitioners secure, private access to School District student level data in alignment with School District's permission and security policies and procedures. This paragraph will survive the termination of this Agreement.
7. The CORE Measurement Sub-Contractors and CORE Research Partner will not contact the individuals included in the data sets without written consent from School District.
8. The CORE Measurement Sub-Contractors and CORE Research Partner agree to obtain written approval from School District prior to engaging any additional subcontractors or research partners to perform any services requiring access to any individually identifiable information. Notwithstanding the foregoing, the parties agree that CORE Research Partner may engage additional

members of the PACE network who have signed a separate affiliated researcher agreement with PACE to perform research services. PACE affiliated researchers will only utilize student data that is stripped of official state and district identifiers, and researchers will access data housed on a Stanford secure folder with restricted access.

9. The CORE Measurement Sub-Contractors and CORE Research Partner shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by School District.
10. The CORE Measurement Sub-Contractors and CORE Research Partner shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
11. The CORE Measurement Sub-Contractors and CORE Research Partner shall keep all information furnished by School District in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored unencrypted on laptop computers or other portable computing devices or media, e.g., flash drives, etc.
12. The CORE Measurement Sub-Contractors and CORE Research Partner shall permit examination and on-site inspections by School District upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

F. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
 - a. By CORE or School District immediately in the event of a material breach of this Agreement by the other party.
 - b. By CORE or School District upon 30 days notice to the other party.
 - c. By CORE Research Partner or Measurement Subcontractors upon 30 days notices to CORE Districts.
2. Upon ninety (90) days written notice from School District, the CORE Measurement Sub-Contractors and CORE Research Partner shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis and exists only on a temporary back-up server that is encrypted. The CORE Measurement Sub-Contractors and CORE Research Partner shall also securely destroy all physical media (e.g., data on CDs or USB drives) containing confidential and/or sensitive information utilizing a mutually approved method of confidential destruction, which may include shredding, burning, or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. In the absence of such notice, the CORE Measurement Sub-Contractors and CORE Research Partner may continue to use such data for research, education or related purposes; or to meet CORE public reporting requirements.

G. PARTY LIABILITY; LIMITATION OF DAMAGES

1. The parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omission of their own officers, employees, students or agents in the performance of their duties under this Agreement.
2. EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT, NEITHER PARTY, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES SHALL BE LIABLE FOR PUNITIVE OR EXEMPLARY DAMAGES OF THE OTHER PARTY.

H. DISPUTES


In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.

I. GENERAL UNDERSTANDING

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to be one and the same document. The parties may sign and deliver this Agreement by facsimile or using other electronic means (including digital signatures). Copies of this Agreement shall be treated as originals.
2. This Agreement constitutes the full and complete agreement between the parties, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
3. This Agreement shall be governed by and construed under the laws of the State of California. Venue for any proceeding relating to enforcement of this Agreement shall be in the California state courts located in Sacramento County, California.
4. Any waiver by a party of a violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

I. Signatures

Signed:
CORE DISTRICTS




Rick Miller, Executive Director

May 17, 2016

Date

PANORAMA EDUCATION

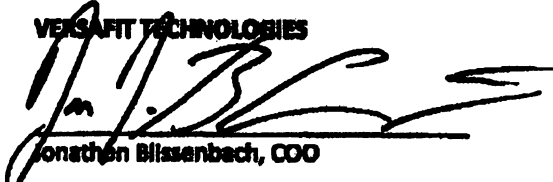


Aaron Feuer, CEO

05 / 16 / 2016

Date

VERSANT TECHNOLOGIES




Jonathan Blissenbach, COO

5-16-2016

Date

PACE

**Board of Trustees of the Leland Stanford
Junior University**




Nicole Pobuta | Contract & Grant Officer
May 13, 2016

May 13, 2016

Date

EDUCATION ANALYTICS



Andrew Rice, VP Research & Operations

5/16/16

Date

Exhibit D:
SPECIFIC DATA ELEMENTS REPORTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)

<i>Data Element(s) Applies to all students in grades K-12 unless noted otherwise</i>	<i>Variables to Include (Subject to Adjustment)</i>	<i>Additional Notes</i>
Standardized Tests [student level data]		
SBAC Summatives all grades (3-11) & Subjects (ELA & Math)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Key Indicator
SBAC and/or other interim/benchmark assessments	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Additional Indicator
CELDT information	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Key/additional indicator
Other standardized test results (e.g., AP, IB, SAT, ACT)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-component (if available), score, performance band, etc.	Additional Indicator
Student Characteristics [student level data]		
Student demographics	Student district ID, Student state ID, gender, grade level, race/ethnicity, free/reduced lunch status, mother education attainment, father education attainment, first U.S. school entry date	Key Indicator
District entry date	Student ID, district entry date	Key Indicator
Special Education flag	Student ID, special education flag (Yes or no)	Key Indicator
English Language information	Student ID, EL status (EL or RFEP), date identified as EL, date reclassified as RFEP	Key Indicator
Foster care flag	Student ID, foster care flag (yes or no)	Key Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)

Data Element(s) <i>Applies to all students in grades K-12 unless noted otherwise</i>	Variables to Include (Subject to Adjustment)	Additional Notes
Enrollment, Attendance and Discipline [student level data; for each school of attendance]		
Days enrolled	Student ID, CDS code (14 digits), total days enrolled	Key Indicator
Days present (alternative: Days absent)	Student ID, CDS code (14 digits), total days present (alternative: total days absent)	Key Indicator
School entry and leave date	Student ID, CDS code (14 digits), entry date, leave date	Key Indicator
Total number of out of school suspensions (alternatively, each suspension per student is listed in a separate row)	Student ID, CDS code (14 digits), suspension count	Key Indicator
Expulsion flag	Student ID, CDS code (14 digits), expulsion flag (yes or no)	Key Indicator
Course Information, Graduation Information, Program Information and Staff Information		
Course information	Student ID, CDS code (14 digits), semester (e.g., fall or spring), department (subject area), name of course, Calpad course code, district course code, credits earned, course marks, flag for required 8th grade courses, potentially flags for other course identifiers (e.g., AP, IB, concurrent enrollment, career pathway information), and teacher-student-course linkage information	Key/additional indicator
Staff information	Role, years of experience, demographics (race/ethnicity, gender), education/certification, staff ID	Additional Indicator
Program information	Program participation, program dosage, program performance	Additional Indicator
Unweighted end of the year GPA (based only on fall and spring semesters) for 6th to 12th grades	Student ID, CDS code (14 digits), unweighted end of year GPA	Key/additional indicator
High school graduation flag	Student ID, CDS code (14 digits), graduation indicator	Additional Indicator
Students in graduation cohort	Student ID, CDS code (14 digits), cohort year	Additional Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)

Data Element(s) <i>Applies to all students in grades K-12 unless noted otherwise</i>	Variables to Include (Subject to Adjustment)	Additional Notes
School Information		
School level data	School name, CDS code (14 digits), district code, grades served, school level, SIG status and year, charter status, type of school (credit recovery programs, independent study schools, schools for students with severe disabilities, schools for expelled students, and early childhood education programs)	
College Going Information		
College going data	Examples include college application data, college persistence data, college completion data	Additional Indicator

Exhibit E

Joinder Agreement – National School District and CORE Districts Data Use Agreement

This Joinder Agreement (hereinafter referred to as “Joinder”) is effective as of July 1st, 2019 by and among the undersigned National School District (hereinafter referred to as NSD), whose address is listed on the signature page hereto, and the parties to that certain Data Use and Confidentiality Agreement dated May 2016 (“the Data Use Agreement”)

NSD hereby agrees that upon execution of this Joinder, NSD shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

This Joinder, together with the Data Use Agreement, represents the entire agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreement, whether written or oral, of the parties regarding this subject matter.

As the data in this Data Use Agreement is part of a collective project for the San Diego County Superintendent of Schools, data will be collected and organized first by the San Diego County Superintendent of Schools and then provided to the parties named in the Data Use Agreement.

National School District
1500 ‘N’ Avenue
National City, CA 91950

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Agenda Item:	14.C. Approve the purchase of digital subscription for American Reading SchoolPace(eIRLA) for all National School District sites.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of this agreement will allow all stakeholders access to the online reading inventory management system, SchoolPace/eIRLA, for the American Reading Company. The teacher administered reading inventory ongoing formative assessments provide student performance data on the following:</p> <ul style="list-style-type: none"> • Student volume of reading completed • Mastery on reading standards • Running records • Foundational skills • Fluency • Comprehension
Comments:	<p>Teachers, school administrators, and District administrators can access dashboards, reports, and graphs that show detailed information about reading progress. With the eIRLA, teachers can track which standards each student has mastered, and use embedded assessments to provide evidence of that mastery. This eIRLA subscription is valid from July 1, 2019 through June 30, 2020.</p> <p>(While subscriptions run July 1,2019, this subscription won't be in effect until July 11, 2019 and students won't use it until July 22, 2019.)</p>
Recommended Motion:	Approve the purchase of digital subscription for American Reading SchoolPace(eIRLA) for all National School District sites.
Financial Impact:	<p>Subscription cost: Not to exceed \$55,000</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	American Reading SchoolPace Subscription

National School District

SchoolPace 2019/2020

06/12/2019

Proposal Number: 107786

Submitted To: -
National City, CA 91950
Phone: (619) 336-7500

Sales Consultant: Southern CA Email: melissa.mcconnell@americanreading.com P: (610) 992-4150 F: (610) 992-4156
201 South Gulph Road, King of Prussia, PA 19406 www.americanreading.com



Program Proposal Summary

Software: \$ 55,000.00

Grand Total: 55,000.00

Please note: Prices are valid 60 days from date of proposal.

Thank you for selecting American Reading Company. Execution of this contract becomes effective upon our receipt of your company purchase order.

Returns

If you have questions regarding your order, please contact our Customer Concerns Department at customercare@americanreading.com or (866) 810-2665.

Order discrepancies and/or damaged products must be reported within 90 days of receipt of order to receive credit or replacement product. Marked, stickered, stamped, or otherwise altered materials are non-returnable. Please contact us prior to returning items to American Reading Company to ensure your return is processed correctly and you receive credit or replacement.

Professional Development

American Reading Company limits all workshops to a maximum of 25 participants (20 teachers and 5 support staff). If more than 25 people attend the workshop, you agree to pay \$350 for each additional participant. Professional development training cannot be cancelled or changed within 15 days of the event date. Customers that cancel professional development events within 15 days will be billed for the event.

Signature: _____

Date: _____

Title: _____

Approved Amount: \$ _____



	Qty	Price	Total
Software Subscriptions			
SchoolPace/eIRLA			
SchoolPace is an online performance management system that provides student performance data for all stakeholders. Teachers, school administrators, and district administrators can access dashboards, reports, and graphs that show detailed information about reading progress. SchoolPace gives real-time, actionable insight into the volume of reading being completed, the amount of growth being made, and which reading standards are being mastered. Most of these analytics are driven by data from the eIRLA, a powerful formative assessment conferencing tool. With the eIRLA, teachers can track which standards each student has mastered, and use embedded assessments to provide evidence of that mastery. This SchoolPace/eIRLA subscription is valid for one school for one school year, starting July 1 and ending June 30 and/or half year January 1 through June 30.			
2019/2020 SchoolPace/eIRLA or eENIL Full Year (1-19 schools)	10	\$5,500.00	\$55,000.00
Total: Software Subscriptions	10		\$55,000.00
		Total:	\$55,000.00

Agenda Item:	14.D. Approve contract #CT3640 with Amplified IT to perform a G Suite Domain Audit for National School District.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>A Google for Education (GFE) Audit provides an in-depth review of National School District's domain by industry experts against best practices.</p> <p>The Google for Education audit is recommended to be performed every two years.</p>
Comments:	<p>The Amplified IT Google for Education (GFE) audit of the National School District's domain will provide the following:</p> <ul style="list-style-type: none"> • An in-depth review of G Suite domains through industry experts best educational practices • Two hours of Google for Education (GFE) training for the National School District technology team • Recommendation and documentation on how to implement or change any current practice/service that is not in accordance to best practices • Analysis on the integration with other IT systems, tests of compliance, and evaluation for the effectiveness of current usage of Google for Education (GFE) offerings
Recommended Motion:	Approve contract #CT3640 with Amplified IT to perform a G Suite Domain Audit for National School District.
Financial Impact:	<p>Contract cost: \$3,600</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>One time cost</p> <p>General Funds</p>
Attachments:	CT3640

National School District GFE Audit 2019

Prepared For

Yousuf Hussain
National School District

Created By

Amplified IT
Amplified IT
7577745047
info@amplifiedit.com
<http://www.amplifiedit.com>

Introduction

The purpose of this document is to provide an overview of the engagement between Amplified IT and National School District. This document will set forth an overview of services and deliverables while summarizing the assumptions and constraints. It will also form the Agreement.



Amplified IT is an education-focused consultancy that brings a rare fusion of technical skills to the K-12 market. Since 2008, this team of infrastructure and Edtech consultants has assisted thousands of educational institutions worldwide to successfully adopt Google for Education technology and Chromebooks. Amplified IT is a Premier Google for Education Partner and has built close ties to the Google EDU team since its inception and interfaces with the majority of vendors in the Google for Education sector.

Amplified IT's status as one of the leading education-focused Google consultancies can be attributed to a blend of unique approaches to education technology consulting, focusing on empowering client's staff through the transfer of knowledge. Its Labs team has created tools that extend G Suite to re-imagine how work gets done in schools.

Background

The client is National School District.

The client has engaged Amplified IT to assist with technical support, consultancy and guidance for G Suite.

Audit Overview

Overview



A Google for Education (GFE) Audit provides an in-depth review of National School District's domain by industry experts against best practices. Each setting will be documented and analyzed, including the integration with other IT systems, tests of compliance, and evaluation of the effectiveness of current usage of GFE offerings.

The focus of the Audit will be split into a review of the following four key areas:



Operations and GFE Management: Analysis of procedures, practices, policy documentation, and systems surrounding the day-to-day management of GFE resources.



Services & Configuration: Technical audit of the settings and configuration of the GFE cores services: Chrome device management, marketplace apps, and other services.



Security & Compliance: Snapshot and analysis of current security and compliance settings. Deep scan of drive usage, content, and sharing settings.



Adoption & Usage: Reporting on and tracking the usage of core applications.

What National School District will learn from the Audit

A Google for Education Audit is a service that analyzes every setting on a school's G Suite domain and includes an in-depth review with Amplified IT's consultancy team as well as a comprehensive document (60 to 80 pages depending on findings), breaking down every extensive detail of analysis. The Audit surfaces what settings the school currently has configured with G Suite for Education (G Suite), which allows Amplified IT to make a list of recommendations to change, why a change is important, and how to achieve the change. This process turns the Audit into a roadmap for the school, as its guidance and benefits last weeks, months, and even years into the future.

At the end of the G Suite Audit National School District will have a new understanding of their G Suite domain. The entire Audit process from start to finish takes around four weeks.

Audit Deliverables

Through the GFE Audit, an Google for Education Consultant will work with National School District to review every aspect of your Google for Education instance(s). This occurs a four stage process over four weeks.

- **KickOff Call** - An initial Kickoff meeting (lasting around 30 minutes) will be carried out to gain an understanding of current use of G Suite with National School District. A list of questions will be asked and key focuses for your Audit will be identified.
- **Review/Analysis** - Amplified IT consultants will remotely review your G Suite admin setting. Every setting will be recorded, analyzed, and compared against EDU best practices. No changes will be made to settings in the console.
- **Report Creation** - The output of the Audit will be a comprehensive, documented report in a Google Doc. The Audit document will be shared with the National School District team and is considered a collaborative, living comprehensive manual on your G Suite deployment. The key is this is something National School District can edit, and Amplified IT can tweak, depending on future discussions as well as when recommendations are executed.
- **Audit review Call(s)** - these are held with the Amplified IT consultant, who will walk the school through and explain each part of the Audit in detail, ensuring that National School District understands the findings and recommendations set forth. Depending on the size of group and findings, this may become multiple review calls to allow relevant questions and discussion about the findings.

The key outcome of the GFE Audit is as follows:



Detailed analysis by EDU-focused GFE experts.



Review and analysis of every GFE admin console setting.



Approximately 60 to 80 paged baseline report with findings and recommended actions will be sent within 4 weeks of access being granted to domain.



Action-focused GFE technical training via a two hour remote review call to go over Audit document and findings.



Creation of a solid base for your GFE road map.

Summary of Costs

Pricing

Services			
Name/Description	Price	Qty	Subtotal
GFE Audit	\$4,000.00 / Per Service	1	\$4,000.00
GFE Audit to include: Full and in-depth review of your GFE domain Tailored GFE Configuration Guide listing best practices 2 hour GFE training/overview session with Amplified IT Consultants			
Subtotal:			
			\$4,000.00

Total cost: \$4,000.00
 GFE Collab (10.0 %): \$400.00

Grand total: \$3,600.00

Terms and Conditions

Amplified IT, LLC Service Terms and Conditions

Effective Date: June 25, 2019

PLEASE READ THESE SERVICE TERMS CAREFULLY

These service terms and conditions (the “**Service Terms**”) govern the services and deliverables provided to customers by Amplified IT, LLC including, without limitation, the Google for Education Audit, Google for Education Support, Google for Education Kickstart and any other professional service engagement (“**Services**”). These Service Terms, together with the Order (defined below) and the Privacy Policy, constitute the entire agreement between the parties with respect to the Services (collectively, the “**Agreement**”).

By engaging Amplified IT to perform the Services, National School District signifies that it has read, understood, and agrees to be bound by these Service Terms and to the collection and use of information as set forth in the [Amplified IT Privacy Policy](#) (“**Privacy Policy**”).

1. Scope of Services. Amplified IT agrees to perform the Services set forth on the sales quote provided to National School District (“**Order**”) based on the terms and conditions set forth herein. The parties acknowledge that this Agreement does not create an exclusive relationship between the parties and nothing herein is intended to preclude Amplified IT from providing similar services for its other customers.

2. Service Fees; Payment. National School District will compensate Amplified IT in accordance with the terms set forth on the applicable Order. National School District shall submit payment in full within thirty (30) days from the date of an invoice. Any balance that is not paid when due will be subject to finance charges equivalent to the lower of eighteen (18) percent per annum interest rate or the highest rate allowed by law. In addition to any other remedies available to Amplified IT, if payment of any fee is not made within fifteen (15) days of when due Amplified IT has the right to suspend Services until such time as all fees are paid in full.

3. Expenses. National School District will reimburse Amplified IT for reasonable business and travel expenses incurred in connection with the Services that are agreed by National School District.

4. Term and Termination. This Agreement shall commence on the earlier of the date the Order is electronically accepted or a purchase order is issued by National School District and shall terminate upon completion of the Services ("**Term**") unless sooner terminated as agreed upon by both parties or in the event of a material breach of this Agreement by one of the parties. In the event of termination, National School District will pay Amplified IT for all Services and reimbursable expenses performed and approved as of the termination date.

5. Confidentiality.

(a) Definition. The term "**Confidential Information**" shall mean all non-public information including, without limitation, product and business plans, financial information, forecasts, sales, customer information, software programs, updates, best practices, methodologies, know-how, trade secrets, documentation, reports, data, records, forms, and other materials relating to a party's ("**Discloser**") business that is disclosed to the other party ("**Recipient**") in the course of performing or receiving any Services, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, in all cases that is marked or identified at the time of disclosure or receipt as being "confidential," or that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

(b) Obligations. Recipient will: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within its own organization to its employees, independent contractors or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the obligations set forth in Section 5 of these Service Terms; (ii) protect the confidentiality and value of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (iii) not use, directly or indirectly, the Confidential Information for any purpose other than to satisfy its obligations under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Confidential Information. Recipient shall assist Discloser in remedying any unauthorized use or disclosure of Confidential Information caused by Recipient. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser's prior written consent.

(c) Disclosure Required by Law. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or governmental body, provided that Recipient shall first give notice to Discloser and cooperate with Discloser in seeking a protective order or preventing disclosure, at Discloser's sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

(d) Exclusions. The obligations described in Section 5(b) impose no obligation upon Recipient with respect to any Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

(e) Return of Confidential Information. Upon the termination or expiration of this Agreement or the written request of Discloser, whichever occurs earlier, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all Confidential Information been destroyed or returned to Discloser.

(f) Ownership. Except as provided in this Agreement, all materials transmitted between the parties and containing Confidential Information remain the sole and exclusive property of the Discloser. Except for the license expressly granted hereunder, this Agreement and transmission or disclosure of any Confidential Information does not grant the Recipient a license or ownership of any type.

(g) Remedies. The parties agree that the rights being protected by this Section 5 are of a special and unique character, which gives them a particular value, and that the breach of this Section 5 will result in irreparable injury and damage. In such event, the non-breaching party shall be entitled to require specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section 5.

(h) Expiration of Obligation. The obligations and restrictions contained in this Section 5 will remain in effect for a period of three (3) years following the termination of this Agreement.

6. Intellectual Property.

(a) Ownership. Amplified IT retains exclusive ownership, and all rights, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to (a) all materials created, authored or developed by Amplified IT outside of the scope or prior to performing Services including, without limitation, the Google for Education Audit, the Google for Education Kickstart, software, documentation, source and object code, frameworks, workflows and any copies, modifications or derivative works thereof, in whole or in part, and all related intellectual property rights, and (b) all concepts, techniques, know-how, best practices, templates, methodologies, refinements to methodologies, processes and/or procedures used or developed under the Agreement (collectively, "Amplified IP"). Except as specified in these Service Terms, nothing herein may be deemed to create a license or convey to National School District any ownership, rights, title or any other proprietary interest in the Amplified IP. National School District shall retain ownership of its data and any other information provided to Amplified IT during the performance of the Services.

(b) Right to Use. Amplified IT grants National School District the revocable, limited right to use, solely for internal purposes, any Amplified IP incorporated into any work product created by Amplified IT as a result of performing Services. National School District shall not, nor shall it permit any third party to adapt, alter, modify, enhance, translate, copy, create derivative works of, reverse engineer, disassemble, or otherwise attempt to reconstruct any Amplified IP.

(c) Trademarks. Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the "Trademarks"). National School District is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.

7. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR PAY, ANY AMOUNT OF INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR ANY DAMAGES RELATED TO THE LOSS OF DATA, BUSINESS, PROFITS, GOODWILL, WORK STOPPAGE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. IN NO EVENT SHALL Amplified IT'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY National School District UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. Limited Warranty; Disclaimer of Warranties. Amplified IT warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances. In no event shall Amplified IT be liable for loss of data or records of National School District, it being understood that National School District shall be responsible for assuring proper and adequate back-up and storage procedures. THE PRECEDING IS Amplified IT'S ONLY WARRANTY CONCERNING THE SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED.

9. Independent Contractor. Amplified IT will be performing the Services solely as an independent contractor. Amplified IT shall not be considered an affiliate or subsidiary of National School District and it is expressly understood by the parties that this undertaking is not a partnership or joint venture. Amplified IT shall have the right to determine the methods, details and means of performing the Services. As an independent contractor Amplified IT bears the sole responsibility for compensating its employees. Amplified IT and its employees shall not be considered employees of National School District and are not entitled to any employee benefits from National School District.

10. Non-Solicitation. National School District agrees that, if it hires any employee or contractor who has been utilized by Amplified IT in connection with performance of the Services, during the Term and for a period of one (1) year following the termination of this Agreement, then it will pay Amplified IT a fee equal to twenty percent (20%) of that person's annual base compensation immediately prior to the hiring or employment by National School District.

11. Governing Law; Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts of Norfolk County, in the Commonwealth of Virginia and agree that such court is not an inconvenient forum.

12. Force Majeure. Neither party shall be liable for, nor shall it be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than obligations to make payments when due) as a result of a cause beyond its control, including any act of God or public enemy, act of any military, civil or regulatory authority, terrorism or threat thereof, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, which could not have been prevented by the party with reasonable care.

13. Notice. Any communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be properly given: (a) when delivered personally; (b) when sent by facsimile or transmission of a scanned PDF file by electronic mail, with written confirmation; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address and contact person listed in the Order. Either party shall provide timely written notice of any change of address or contact person.

14. Entire Agreement; Modification. These Service Terms, together with the Order and the Privacy Policy, constitute the entire agreement between Amplified IT and National School District on the subject matter hereof and terminate and supersede all prior understandings or agreements, whether verbal or written. This Agreement may only be modified in writing, signed by duly authorized representatives of the parties.

15. Severability. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

16. Legal Fees. If either party seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, the other party shall be entitled to recover any and all costs and expenses incurred by such party to enforce its rights, including, but not limited to all attorneys' fees, court costs, collection costs and expert fees.

17. No Waiver. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified IT's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

18. Publicity. Amplified IT may use National School District's name in promotional materials regarding its Services. These permissions are free of charge for worldwide use in any medium. Amplified IT will obtain National School District's prior approval for publicity that contains claims, quotes, endorsements or attributions by National School District.

19. Business Forms Terms and Conditions. If the terms and conditions in any purchase or sales order, invoice, quote form or any other business form conflict with or are additional to the terms contained in this Agreement, the parties agree the terms and conditions contained in this Agreement control and the terms, conditions, or provisions in such business form are void and of no force and effect.

20. Survival. Rights and obligations under this Agreement which by their nature should survive, including, without limitation, Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Limitation of Liability), Section 10 (Non-solicitation), Section 11 (Governing Law; Venue), Section 16 (Legal Fees), Section 18 (Publicity) and this Section 20 will remain in effect after termination of this Agreement.

21. Headings. Headings used in these Service Terms are provided for convenience only and shall not be deemed a part of this Agreement.

Signatures

National School District Date

Amplified IT Date

Non-disclosure Agreement

June 19, 2019

This agreement is entered into and is effective of June 19, 2019 by and between Amplified IT, a corporation organized under the laws of the Commonwealth of Virginia, whose principal office is located at 812 Granby Street, Norfolk, VA 23510 and National School District. For the purposes of this Agreement, each Party will be referred to as the "Discloser" where it discloses Confidential Information (as defined below), and as the "Recipient" in which it receives the other Party's Confidential Information.

Whereas

- A. the Discloser and the Recipient are considering a business relationship involving certain computer technology;
- B. in furtherance of such business relationship, the Discloser will grant the Recipient access to their GFE admin console;
- C. the parties wish to define their rights with respect to the Confidential Information and to protect the rights of the Discloser to such Confidential Information.

NOW, THEREFORE, in consideration of the respective covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), **IT IS HEREBY AGREED** as follows:

1. Definitions

Confidential Information means all material that is not generally available to or used by others or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain.

2. Non-disclosure

Unless required by law or expressly agreed upon by the parties in writing, the Recipient will regard and preserve as confidential the Confidential Information and will not at any time directly or indirectly, disclose or make available to any person, firm, corporation or other entity any of the Confidential Information. The Recipient will take all reasonable measures available to it, and in any event not less than these measures used to protect its own confidential information, to keep the Confidential Information in strictest confidence, including taking all steps necessary to ensure that all of the Recipient's Employees, consultants, agents, directors and officers who are privy to the Confidential Information in accordance with the terms of this Agreement are also aware of, subject to and bound by the terms of this Agreement. The recipient will not use or permit any Confidential Information to be copied or reproduced (mechanically, electronically or otherwise), unless expressly authorized to do so by the Discloser.

3. Term and Scope

This Agreement shall remain in effect until the work agreed to by National School District and Amplified IT has been completed. Recipient will not disclose Confidential Information at any time beyond completion date.

4. Rights to Confidential Information

All information, documents, lists, reports and other tangible things prepared or obtained by the Recipient concerning the Confidential Information and the Discloser are the exclusive property of the Discloser, unless otherwise agreed to in writing by the Discloser and the Recipient.

5. Equitable Relief and Waiver of Defense

The Discloser and the Recipient recognize that a breach by the Recipient of any of the covenants contained in this Agreement would result in damages to the Discloser and that the Discloser would not be compensated adequately for such damages by monetary award. Accordingly, the Recipient agrees that in the event of any such breach by the Recipient, the Discloser will be entitled as a matter of right, in addition to all the remedies available at law or in equity, to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction or otherwise as may be appropriate to ensure compliance with the provision of this Agreement.

The Recipient agrees that all restrictions in this Agreement are necessary and fundamental to the protection of the business carried on by the Discloser and are responsible and valid, and all defenses to the strict enforcement thereof by the Discloser are hereby waived by the Recipient.

6. Entire Agreement and Amendments

Except as stated above, there are no understandings, agreements or representations, express or implied, regarding the Confidential Information of the Discloser and the Recipient. Any such prior agreements are superceded entirely by this Agreement. This Agreement may not be amended, modified or altered except by written agreement signed by both Parties.

7. Governing Law

This Agreement will be governed by the laws of Virginia.

Signatures

National School District Date

Amplified IT Date

Agenda Item:	14.E. Approve Licensing Agreement #CT3638 with Document Tracking Services (DTS) for the 2019-2020 school year.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of this item will allow the District to use Digital Tracking Services templates for the 2019-2020 school year.</p> <p>Document Tracking Services (DTS) provides online templates that automatically populate needed data into Single Plans for Student Achievement, Local Control and Accountability Plan Federal Addendum, School Accountability Report Card (SARC), Local Control Accountability Plan, and Campus Safety Plan (AKA Comprehensive School Safety Plan).</p>
Comments:	The fee includes a one-time transfer of data and information into the template, including California Department of Education data (\$2,750) and the Spanish translation of the School Accountability Report Cards (SARCS) (\$1,500).
Recommended Motion:	Approve Licensing Agreement #CT3638 with Document Tracking Services (DTS) for the 2019-2020 school year.
Financial Impact:	<p>Contract cost: \$4,250</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General fund</p>
Attachments:	CT 3638



LICENSING AGREEMENT

This Agreement effective **July 11, 2019**, is made and entered into by **National Elementary School District** as Licensee and Document Tracking Services (DTS) as Licenser each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,750**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: July 11, 2019

Licensee

By: _____

Date: _____

National Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2019 School Accountability Report Card, English & Spanish (CDE Template)
2. 2019 School Plan for Student Achievement (CDE Template)
3. 2019 Local Control and Accountability Plan (CDE Template)
4. 2019 Local Control and Accountability Plan Federal Addendum (CDE Template)
5. 2019 Campus Safety Plan (Custom Template)



July 11, 2019

National Elementary School District
1500 N Ave.
National City, CA 91950

Re: Document Tracking Services

INVOICE #9195004

Pursuant to the licensing agreement between National Elementary School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/11/19 to 7/11/20]: 10 schools and District Personnel = 11 sites
License Agreement includes up to 5 documents \$2,750

Translation Services

2019 Spanish School Accountability Report Card: \$1,500
\$150 x 10 School Accountability Report Cards

Total Balance Due: \$4,250

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

Agenda Item: **14.F. Adopt Resolution #19-20.01 certifying the approval of the National School District Governing Board to enter into contract (CSPP-9460) with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2019-2020.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: In order to receive California State Preschool Program (CSPP) funds, the District is required to enter into agreement with the State Department of Education on an annual basis. Adoption of this resolution satisfies this State Department requirement. The monies will be used in 2019-2020 to fund preschool classes at eight District sites.

Comments: Upon receipt of this resolution, the State Department of California will process the District's contracts in the amount of \$1,799,514.

Recommended Motion: Adopt Resolution #19-20.01 certifying the approval of the National School District Governing Board to enter into contract (CSPP-9460) with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2019-2020.

Financial Impact: Financial Revenue: \$1,799,514
Preschool fund

Attachments:
Resolution #19-20.01

National School District Resolution

#19-20.01

This resolution certifies the approval of the National School District Governing Board to enter into the following contract with the California State Department of Education for the purpose of providing early childhood education programs for children three and four years of age during the fiscal year 2019-2020.

BE IT RESOLVED, that the Governing Board of the National School District authorizes entering into local agreements: CSPP-9460 (Preschool) and that the person who is listed below is authorized to sign the transaction for the Governing Board:

Leighangela Brady, E.D., Superintendent, National School District

PASSED AND ADOPTED by the Governing Board of the National School District of San Diego County, California, this 10th day of July 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

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

Secretary to the Governing Board

Agenda Item:	14.G. Approve Non-Public School Master contract #CT3636 with Aseltine School to provide an educational program for special education students for the 2019-2020 school year.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	These services will be for students whose IEP's specify that their program and services are to be provided in a non-public school setting.
Comments:	<p>Non-public school setting for students are recommended by the IEP Team to best meet their educational and safety needs. Aseltine School has an appropriate program designed to meet the unique needs of each of these students.</p> <p>The inclusive (all services and supports) per diem rate for this program is \$218.02 per day. The District does not qualify for any State reimbursement of the tuition cost because these students live with their parents who are residents of National City.</p>
Recommended Motion:	Approve Non-Public School Master contract #CT3636 with Aseltine School to provide an educational program for special education students for the 2019-2020 school year.
Financial Impact:	<p>Contract cost: \$218.02 per day, per student</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>General Fund</p>
Attachments:	
Exhibit A	

Agenda Item: **14.H. Approve Individual Service Agreement #CT3634 with Aseltine School to provide an educational program for student #3709915 for the 2019-2020 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Student #3709915 is in need of a program and services provided in a non-public school setting that is based on the significant behavioral, social and academic needs of the student. The student is in need of a more restrictive placement due to an escalation of behavioral, social and educational needs. Due to the extent of the need, student placement is recommended by the Individualized Education Plan (IEP) team at Aseltine School.

Comments: Program information has been reviewed with a recommendation of placement with services outlined by the Individualized Education Plan (IEP) for the 2019-2020 school year.

Recommended Motion: Approve Individual Service Agreement #CT3634 with Aseltine School to provide an educational program for student #3709915 for the 2019-2020 school year.

Financial Impact: Contract cost: Not to exceed \$45,784.20
Additional staffing costs: \$0
Other costs: \$0
Annual cost
General Fund

Attachments:
CT3634

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency	X					\$30.00	As needed
Bus Passes	X					\$36.00/Youth \$72.00/Adult	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 7/11/19

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic School)

(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Agenda Item:	14.I. Approve Individual Service Agreement #CT3635 with Aseltine School to provide an educational program for student #3713060 for the 2019-2020 school year.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of #CT3635 for Individual Service Agreement will provide student #3713060 to receive program and services recommended by the student's Individualized Education Plan (IEP).</p> <p>Student #371306 is in need of a program and services provided in a non-public school setting. Placement at Aseltine School is recommended by the Individualized Education Plan (IEP) team to provide the student more targeted and intensive services.</p>
Comments:	Program information has been reviewed with a recommendation of placement with services outlined by the Individualized Education Plan (IEP) for the 2019-2020 school year.
Recommended Motion:	Approve Individual Service Agreement #CT3635 with Aseltine School to provide an educational program for student #3713060 for the 2019-2020 school year.
Financial Impact:	<p>Current cost: Not to exceed \$45,784.20</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	CT3635

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency	X					\$30.00	As needed
Bus Passes	X					\$36.00/Youth \$72.00/Adult	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 7/11/19

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic School)

(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Agenda Item:	14.J. Ratify Individual Service Agreement #CT3639 with Aseltine School to provide an educational program for student #3711706 for the extended school year 2018-2019 and 2019-2020 school year.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of #CT3639 for Individual Service Agreement will provide student #3711706 to receive program and services recommended by the student's Individualized Education Plan (IEP).</p> <p>This contract approves placement and services offered during:</p> <ul style="list-style-type: none"> • Extended School Year from June 21-28, 2019 • Academic School Year 2019-2020 <p>Student #3711706 is in need of a program and services provided in a non-public school setting. Placement at Aseltine School is recommended by the Individualized Education Plan (IEP) team to provide the student more targeted and intensive services.</p>
Comments:	Program information has been reviewed with a recommendation of placement with services outlined by the Individualized Education Plan for the extended school year June 21-28, 2019 and 2019-2020 school year.
Recommended Motion:	Ratify Individual Service Agreement #CT3639 with Aseltine School to provide an educational program for student #3711706 for the extended school year 2018-2019 and 2019-2020 school year.
Financial Impact:	<p>Current costs: Not to exceed \$47,048.58</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	CT3639

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2019-2020

This agreement is effective on 7/11/19 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National School District Nonpublic School Aseltine School

LEA Case Manager: Name Meghann O'Connor Phone Number (619) 336-7740

Pupil Name [REDACTED] [REDACTED] [REDACTED] Grade: [REDACTED]

Address [REDACTED] (Last) [REDACTED] (First) [REDACTED] (M.I.) City National City State/Zip CA 91950

DOB [REDACTED] Residential Setting: ☐ Home ☐ Foster ☐ LCI # [REDACTED] ☐ OTHER [REDACTED]

Parent/Guardian [REDACTED] Phone [REDACTED] () [REDACTED]

Address [REDACTED] City [REDACTED] (Residence) [REDACTED] (Business) State/Zip [REDACTED]

(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
240 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: \$218.02
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)
ESY (2018-29): 6 Days Daily Rate: \$210.73 Total ESY (2018-29): \$1,264.38
Estimated Number of Days 210 x Daily Rate \$218.02 = PROJECTED BASIC EDUCATION COSTS (A) \$47,048.58 (Includes ESY 18-19)

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)	\$21.00						
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2019-2020

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services - Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities - Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services - Assessment (710)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)
2019-2020**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

**(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)
2019-2020**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency	X					\$30.00	As needed
Bus Passes	X					\$36.00/Youth \$72.00/Adult	

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 7/11/19

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic School)

(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Agenda Item:	14.K. Approve Non-Public School Master contract #CT3637 with San Diego Center for Children Academy to provide an educational program for special education students for the 2019-2020 school year.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	These services will be for students whose Individualized Education Plan specify that their program and services are to be provided in a non-public school setting.
Comments:	<p>Non-public school settings are recommended for students by the Individualized Education Plan Team to best meet their educational and safety needs. San Diego Center for Children Academy has an appropriate program designed to meet the unique needs of each of these students.</p> <p>The inclusive (all services and supports) per diem rate for this program is \$220.44 per day. The District does not qualify for any State reimbursement of the tuition cost because these students live with their parents who are residents of National City.</p>
Recommended Motion:	Approve Non-Public School Master contract #CT3637 with San Diego Center for Children Academy to provide an educational program for special education students for the 2019-2020 school year.
Financial Impact:	<p>Contract cost: \$220.44 per day, per student</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>General Fund</p>
Attachments:	Exhibit B

Agenda Item:	14.L. Approve Individual Service Agreement #CT3641 with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2019-2020 school year.
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of #CT3641 for Individual Service Agreement will provide student #3706533 to receive program and services recommended by the student's Individualized Education Plan (IEP).</p> <p>Student #3706533 is in need of a program and services provided in a non-public school setting. Placement at San Diego Center for Children Academy is recommended by the Individualized Education Plan (IEP) team to provide the student more targeted and intensive services.</p>
Comments:	Program information has been reviewed with a recommendation of placement with services outlined by the Individualized Education Plan for the 2019-2020 school year.
Recommended Motion:	Approve Individual Service Agreement #CT3641 with San Diego Center for Children Academy to provide an educational program for student #3706533 for the 2019-2020 school year.
Financial Impact:	<p>Contract cost: Not to exceed \$46,512.84</p> <p>Additional staffing cost: \$0</p> <p>Other costs: \$0</p> <p>Annual cost</p> <p>General Fund</p>
Attachments:	CT3641

This agreement is effective on 7/11/19 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency National School District Nonpublic School San Diego Center for Children Academy

LEA Case Manager: Name Meghann O'Connor Phone Number (619) 336-7740

Pupil Name [REDACTED] (Last) [REDACTED] (First) [REDACTED] (M.I.) [REDACTED]
Address [REDACTED] City National City State/Zip CA 91950

DOB [REDACTED] Residential Setting: ☐ Home ☐ Foster ☐ LCI # ☐ OTHER

Parent/Guardian [REDACTED] Phone [REDACTED] ()
(Residence) (Business)
Address City State/Zip
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year
240 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
31 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

- A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: \$220.44
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 211 x Daily Rate \$220.44 = PROJECTED BASIC EDUCATION COSTS (A) \$46,512.84

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)	\$21.31						
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)					INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		30 min/ weekly					
Counseling and Guidance (515)							
Parent Counseling (520)	\$80/hr						
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)	\$25/hr						
Vocational Assessment, Counseling, Guidance and Career Assessment (830)	\$79.92/hr						
Career Awareness (840)							
Work Experience Education (850)	\$30/ hr						
Job Coaching (855)	\$21.31/hr						
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 7/11/19

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic School)

(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Agenda Item:	15. HUMAN RESOURCES
Agenda Item:	15.A. Authorize the Assistant Superintendent of Human Resources to hire temporary employees.
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	<p>Pursuant to Education Code, temporary teachers must be approved by the Governing Board prior to beginning an assignment. Due to the urgency of hiring teachers to cover classrooms, the Assistant Superintendent needs to have authorization to hire these teachers before they are placed in a classroom.</p> <p>The pre-authorization includes 6 temporary classroom teachers, 17 temporary overflow teachers, 25 temporary impact teachers, and 10 temporary teachers for English Learning Proficiency Assessment for California (ELPAC) testing for the 2019-20 school year.</p>
Comments:	This pre-authorization to hire temporary teachers is valid through September 10, 2019.
Recommended Motion:	Authorize the Assistant Superintendent of Human Resources to hire temporary employees.

Agenda Item:	15.B. Authorize use of Consultant contract #C3568 for 2019-2020 with SWING Education to provide substitutes for certificated staff to use during professional development.
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	<p>Swing Education contracts with school districts to fill absences by providing substitutes. At the January 23, 2019 meeting, the Governing Board approved contract #CT3568 with SWING Education to provide substitutes for certificated staff to use during professional development. Contract#CT3568 is open ended (the District may continue to use this contract for substitute services) but requires Governing Board approval for each subsequent fiscal year.</p> <p>Approval of this agenda item will allow the District to continue to use #CT3568 for substitute services for the 2019-20 fiscal year.</p>
Comments:	<p>Contracting with SWING Education will allow us to have the professional development for this year that is needed by Educational Services for our certificated staff. Their services will address the sub shortage on Professional Development days and on high need days. Swing Education will complement and augment the already existing in-house substitute pool. Swing Education charges a 25% Service Fee based on the duty pay rates for a successful fill.</p> <p>Rate of \$143 plus a 25% (For SWING) = \$178.75 per substitute</p> <p>SWING days scheduled for professional development for 2019-2020 school year are:</p> <ul style="list-style-type: none"> • Total English Language Arts (1.5 days for all TK-6 teachers): 259 substitutes @ \$178.75 Cost \$46, 296.25 • Total Math (3 days for all TK-6 teachers): 447 substitutes @ \$178.75 Cost \$79,901.25 • Total Special Education Training for Mainstreaming (.5 days for all TK-6 teachers): 115 substitutes@ \$178.75 Cost \$20,556.24 • Additional Various Professional Development (Restorative Practices, Technology, etc.): \$23,246.26
Recommended Motion:	Authorize use of Consultant contract #C3568 for 2019-2020 with SWING Education to provide substitutes for certificated staff to use during professional development.
Financial Impact:	<p>Contract costs: Not to exceed \$170,000</p> <p>Additional staffing costs: \$0</p> <p>Other costs: \$0</p> <p>Annual Cost</p> <p>General Fund</p>
Attachments:	CT3568



CALIFORNIA - PAYMENT PLAN - NET 30 Swing Education Services Agreement

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

[Signature Page Follows]



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

SWING EDUCATION, INC.

Michael Teng
CEO

Date: _____

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

SCHOOL:

Name:

Title:

Date: 01/23/2019_____

Address:

Name:

Title:

Date: _____

Address:



Appendix A: Standard Terms

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

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

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

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

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



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

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



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

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

10. General Provisions

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



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

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit C.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: The District transitioned from its old Financial Information System (FIS) to “PeopleSoft” in April of 2016. The implementation of this new system created a huge learning curve for districts all over the County as accounting and administrative staff learned how to use and adjust the system settings and functions.

This current agenda item is being brought forward to ratify previous purchase orders and cure errors in previous PeopleSoft reports, which erroneously omitted fully closed out purchase orders from their data. All expenditures within these purchase orders were disclosed in the subsequent check registers at payment and did not increase District expenses in any way. Moving forward, these irregularities have been resolved, and all purchase order listings provided by PeopleSoft will also include fully closed-out purchase orders.

Recommended Motion: Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit C.

Financial Impact: See Exhibit C for summary of expenditures, all funds are included in the totals.

Attachments:
Exhibit C

Agenda Item:	16.B. Accept gifts.
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Rationale:	<ol style="list-style-type: none"> 1. \$1805.00 from El Toyon PTA to El Toyon School for field trips. 2. \$50.00 from Target Corporation to Palmer Way School for sixth grade camp. 3. \$450.00 from Mission Federal Credit Union to National School District for Collaboration Lab event with STEM Ecosystem.
Quick Summary / Abstract:	<ul style="list-style-type: none"> • El Toyon PTA works throughout the year to support various programs at El Toyon School and National School District. • Target Corporation is committed to giving money back toward education. • Mission Federal Credit Union is a community partner with an interest in supporting local youth.
Comments:	National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.
Recommended Motion:	Accept gifts.
Financial Impact:	N/A

Agenda Item: **17. BOARD WORKSHOP**

Agenda Item: **18. BOARD/CABINET COMMUNICATIONS**

Agenda Item: **19. ADJOURNMENT**