



# Governing Board Agenda

**October 9, 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, October 09, 2019

Closed Session -- 5:00 p.m.

Open Session -- 6:00 p.m.

### **AGENDA**

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

**NATIONAL SCHOOL DISTRICT**

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

*Creating Successful Learners... Now*

## **1. CALL TO ORDER**

## **2. PUBLIC COMMUNICATIONS**

Alma Sarmiento,  
Board President

Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can 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. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

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

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

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 54957.6:  
**CONFERENCE WITH LABOR NEGOTIATOR**  
Agency negotiator: Leticia Hernandez  
Employee organizations: California School Employees Association  
National City Elementary Teachers Association

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

## **6. CALL TO ORDER**

## **7. PLEDGE OF ALLEGIANCE**

## **8. ROLL CALL**

## **9. PRESENTATIONS**

**9.A.** Presentation by Ira Harbison School students.

Meghann Young,  
Principal, Ira Harbison  
School, Ms. Maria  
Betancourt-Castañeda,  
Board Member & Ms.  
Maria Dalla, Board  
Member

**9.B.** Recognize Kim Garrido, Ira Harbison School, as an Exceptional National School District Volunteer.

Meghann Young,  
Principal, Ira Harbison  
School & Mr. Brian  
Clapper, Board  
Member

**9.C.** Recognize Jose Quiñonez, School Bus Driver, Transportation, as National School District Employee of the Month for October 2019.

Antonio Perez,  
Director,  
Transportation & Ms.  
Barbara Avalos, Board  
Clerk

**9.D.** Introduce and welcome the new employees.

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources &  
Ms. Barbara Avalos,  
Board Clerk

## **10. PUBLIC COMMUNICATIONS**

Alma Sarmiento,  
Board President

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## **11. AGENDA**

**11.A.** Accept agenda.

Leighangela Brady,  
Superintendent

## **12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Alma Sarmiento,  
Board President

### **12.A. Minutes**

**12.A.I.** Approve the minutes of the Regular Board Meeting held on September 11, 2019.

Leighangela Brady,  
Superintendent

**12.A.II.** Approve the minutes of the Special Board Meeting held on September 18, 2019.

Leighangela Brady,  
Superintendent

**12.B.** Administration- None

Leighangela Brady,  
Superintendent

**12.C. Human Resources**

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

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**12.C.II.** Approve Classified Employee of the Year qualifications and nomination criteria for 2019-2020 school year.

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**12.C.III.** Approve Teacher of the Year qualifications and nomination criteria for 2020.

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**12.C.IV.** Accept the employee resignations/retirements.

Leticia Hernandez,  
Assistant  
Superintendent,  
Human Resources

**12.D. Educational Services**

**12.D.I.** Adopt Resolution #19-20.09 proclaiming October 23-31, 2019 as Drug Awareness Week (National Red Ribbon Week) in National School District.

Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

**12.E. Business Services**

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

Christopher Carson,  
Assistant  
Superintendent,  
Business Services

**13. GENERAL FUNCTIONS**

Leighangela Brady,  
Superintendent

**14. EDUCATIONAL SERVICES**

**14.A.** Approve contract #CT3659 with Bright Spot Unlimited to provide workshops for Las Palmas School staff.

Sharmila Kraft,  
Assistant  
Superintendent,  
Educational Services

- |  |   |
|--|---|
| <b>14.B.</b> Approve Consultant Contract #CT3666 with Rebecca Walker to provide dance lessons for all sixth grade students at Palmer Way School.   | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |
| <b>14.C.</b> Approve contract #CT3680 with Achieve3000 Inc. for implementation at Lincoln Acres Elementary School for the 2019-2020 academic year.   | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |
| <b>14.D.</b> Approve Memorandum of Understanding #CT3681 for Wellness Champion Program between YMCA Childcare Resource Service and National School District for January 1, 2020 through January 1, 2021. | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |
| <b>14.E.</b> Approve the National School District application for Inclusive Early Education Expansion Program (IEEEP) Grant (Exhibit B).   | Sharmila Kraft,<br>Assistant<br>Superintendent,<br>Educational Services |

## **15. HUMAN RESOURCES**

- |  |   |
|--|---|
| <b>15.A.</b> Approve the negotiated agreement between California School Employee Association (CSEA) and its National Chapter 206 and the Board of the National School District for the 2019-2020 school year.                | Leticia Hernandez,<br>Assistant<br>Superintendent,<br>Human Resources |
| <b>15.B.</b> Approve Internship Agreement #CT3679 between the Trustees of the California State University on behalf of California State University San Marcos ("University") and National School District ("Learning Site"). | Leticia Hernandez,<br>Assistant<br>Superintendent,<br>Human Resources |

## **16. BUSINESS SERVICES**

- |                            |  |
|----------------------------|--|
| <b>16.A.</b> Accept gifts. | Christopher Carson,<br>Assistant<br>Superintendent,<br>Business Services |
|----------------------------|--|

## **17. BOARD WORKSHOP**

- |   |                                    |
|---|------------------------------------|
| <b>17.A.</b> Review and discuss suggested revisions and updates to Board Policies and Administrative Regulations. | Alma Sarmiento,<br>Board President |
|---|------------------------------------|

## **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 community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can 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. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

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

Agenda Item: **4. CLOSED SESSION- 5:00 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 54957:  
**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Closed session in accordance with Government Code Section 54957.6: **CONFERENCE WITH LABOR NEGOTIATOR**  
 Agency negotiator: Leticia Hernandez  
 Employee organizations: California School Employees Association  
 National City Elementary Teachers Association

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

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

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

Agenda Item: **8. ROLL CALL**

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

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



Agenda Item:	<b>9. PRESENTATIONS</b>
Agenda Item:	<b>9.A. Presentation by Ira Harbison School students.</b>
Speaker:	Meghann Young, Principal, Ira Harbison School, Ms. Maria Betancourt-Castañeda, Board Member & Ms. Maria Dalla, Board Member
Quick Summary / Abstract:	<p>This year, Ira Harbison School is fortunate to have a student technology squad. Six students were selected to join the team and were trained over the summer. With the support of Dr. Wendy O'Connor-Director of Literacies, Educational Technology and Innovation and Mr. Bland-District Resource Teacher-Technology, students have taken on a leadership role as technology experts.</p> <p>The squad is comprised of responsible and friendly students who are eager to help. Students are deployed to classrooms to support and ensure a seamless technology learning experience. The program's sustainable design allows for existing technology squad members to train new students each year. This builds passion-based learning connected to real-world experiences, and building a connection to global goal #9, Industry, Innovation, and Infrastructure. As the program develops, students will also be able to support full- time Ira Harbison teachers with their technology dilemmas.</p>

Agenda Item:	<b>9.B. Recognize Kim Garrido, Ira Harbison School, as an Exceptional National School District Volunteer.</b>
Speaker:	Meghann Young, Principal, Ira Harbison School & Mr. Brian Clapper, Board Member
Quick Summary / Abstract:	It has been the practice of the National School District to honor and recognize volunteerism in the District.
Comments:	<p>Ira Harbison School is pleased to recognize Mrs. Kim Garrido as an Exceptional National School District Volunteer. Mrs. Garrido has been an active participant in the Ira Harbison community since her oldest son, a current fifth grader, started kindergarten. Mrs. Garrido is a curious, supportive, friendly parent; and representative of the Parent Teacher Association (PTA) and School Site Council (SSC). Not only is she willing to step in and help with any school initiative of PTA or SSC, but she also asks thoughtful questions and ensures that all parents are well informed.</p> <p>Two admirable traits about Mrs. Garrido are her strong relationships with all community members and her desire to ensure our staff feels appreciated. Relationships are extremely important in the work that we do, and Mrs. Garrido shines in this area. She has established connections with Ira Harbison families, teachers and the larger National City community. These relationships continue to benefit our students in the work that she does within our District. We have also seen how committed she is in supporting our students as evidenced by the way she advocates for our teachers. Mrs. Garrido is engaged in countless fundraising efforts that are reinvested back into the classrooms. It's an honor to celebrate Mrs. Garrido's contributions to Ira Harbison and the National School District.</p>

Agenda Item:	<b>9.C. Recognize Jose Quiñonez, Transportation, School Bus Driver, as National School District Employee of the Month for October 2019.</b>
Speaker:	Antonio Perez, Director, Transportation & Ms. Barbara Avalos, Board Clerk
Quick Summary / Abstract:	The Transportation Department would like to recognize Mr. Jose Quiñonez, School Bus Driver, as National School District Employee of the Month.
Comments:	<p>Mr. Quiñonez has been a part of the National School District Transportation Department for nineteen years. Hired first as a van driver, his work excellence has not gone unnoticed. He was encouraged by the District to apply for a School Bus Driver position, he has now been a National School District School Bus Driver for the past fifteen years. Mr. Quiñonez is an employee that truly embodies the District's Core Values and Mission.</p> <p>Children First: Mr. Quiñonez is enthusiastic and passionate about taking students on field trips. As a driver of many students, he uses compassion and his uplifting personality to make the loading and unloading process easier for s students. Mr. Quiñonez goes above and beyond to accommodate and support students while considering the safety of others. Teachers consider Mr. Quiñonez to be “the best bus driver.”</p> <p>Relationships Matter: Mr. Quiñonez maintains positive relationships with all the staff, students, and community. He is described as nice, punctual, and polite. He maintains this positive demeanor while also doing an incredible job managing the large school bus. Mr. Quiñonez respects everyone he encounters. Some of the students he transported in the past are now parents themselves and are happy to see him each day. When he is out, all the parents ask about him.</p> <p>Whatever it Takes: Mr. Quiñonez is always willing to do whatever it takes for the children of the National School District. His purpose is always to ensure that students arrive to school and home safely. He ensures that field trips are enjoyable and bus evacuations are successfully completed. He maintains department vehicles in excellent condition. Mr. Quiñonez is an exceptional bus driver!</p>

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

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources & Ms. Barbara Avalos, Board Clerk

Quick Summary / Abstract: The employees on the attached list were approved at the September 11, 2019 Governing Board Meeting.

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

Attachments:  
Introduce & Welcome

Introduce & Welcome 10/9/19		
Name	Position	Location
1. Veronica Alvarez	Transportation Student Attendant	Transportation Department
2. Anett Arellano	Transportation Student Attendant	Transportation Department
3. Belle Ayala	Instructional Assistant-Special Education	Kimball School
4. Arturo Martinez	Custodian-Night	Lincoln Acres/Rancho de la Nación Schools
5. Cassandra Martinez	Campus Student Supervisor	Kimball School
6. Dana Shemtov	Teacher of Special Day Class-Early Childhood	Palmer Way School

Agenda Item: **10. PUBLIC COMMUNICATIONS**

Speaker: Alma Sarmiento, Board President

Quick Summary / Abstract: Public communication provides the community with an opportunity to address the Board regarding an item on the agenda or other topic. Anyone wishing to address the Board can 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. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. No Board action can be taken.

Agenda Item:       **11. AGENDA**

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

Speaker:            Leighangela Brady, Superintendent

Recommended  
Motion:             Accept agenda

Agenda Item:	<b>12. APPROVE CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS</b>
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 September 11, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 09/11/19

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

September 11, 2019  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**Attendance Taken at 6:00 PM:**

Present:

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

**1. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 4:01 p.m.

**2. PUBLIC COMMUNICATIONS**

None

**3. ADJOURN TO CLOSED SESSION**

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

Closed session was held from 4:01 p.m. to 5:57 p.m.

No action was taken in closed session.

**5. RETURN TO OPEN SESSION**

**6. CALL TO ORDER**

Board President, Alma Sarmiento, called the public meeting to order at 6:01 p.m.

**7. PLEDGE OF ALLEGIANCE**

Student, Vincent Rodriguez, led the Pledge of Allegiance.

## **8. ROLL CALL**

Mrs. Jocelyn Gomez took roll call.

## **9. PRESENTATIONS**

### **9.A. Presentation by Rancho de la Nación School students.**

Students from Rancho de la Nación School gave a presentation on their work to create a safe and positive classroom community.

Board Member, Maria Betancourt-Castañeda and Board Member, Maria Dalla presented each of the students with a certificate, pencil box and notebook.

### **9.B. Recognize Mrs. Lupita Fuentes, from Rancho de la Nación School, as an exceptional National School District Volunteer.**

Recognized Lupita Fuentes, Rancho de la Nación School, as an Exceptional National School District Volunteer.

Board Member, Brian Clapper presented Mrs. Fuentes with a certificate and a District logo clock.

### **9.C. Recognize Bethzaida Johnson, fourth grade teacher, Las Palmas School, as National School District Employee of the Month for September 2019.**

Sonia Ruan, Principal, Las Palmas School, recognized Bethzaida Johnson, teacher, as the National School District Employee of the Month for September 2019.

Board Clerk, Barbara Avalos presented Ms. Johnson with a certificate and a District pencil and pen set.

### **9.D. Introduce and welcome the new employees.**

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

Board Clerk, Barbara Avalos presented each new employee with a District pin.

## **10. PUBLIC COMMUNICATIONS**

None

## **11. AGENDA**

### **11.A. Accept agenda.**

**Motion Passed:** Accept 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:** Following discussion, Consent Calendar 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

### **12.A. Minutes**

**12.A.I. Approve the minutes of the Regular Board Meeting held on August 21, 2019.**

**12.A.II. Approve the minutes of the Special Board Meeting held on August 26, 2019.**

**12.A.III. Approve the minutes of the Special Board Meeting held on August 29, 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.C.III. Approve the appointment of the attached as PAR Council Members for the 2019-2020 school year.**

#### **12.D. Educational Services**

#### **12.E. Business Services**

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

**12.E.II. Approve membership for District Administrators in the Association for Supervision and Curriculum Development (ASCD) for the 2019-2020 school year.**

**12.E.III. Adopt Resolution #19-20.06 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.**

**12.E.IV. Adopt Resolution #19-20.07 relative to compliance with the Expenditure Limitation Initiative (Gann Limit-Attached).**

**12.E.V. Adopt Resolution #19-20.08 regarding "National School Lunch Week," October 14-18, 2019.**

### **13. GENERAL FUNCTIONS**

**13.A. Approve Independent Contractor Agreement #CT3423 with Huard and Associates.**

**Motion Passed:** Following discussion, Independent Contractor Agreement #CT3423 passed with a motion by Mr. Brian Clapper and a second by Ms. Maria Betancourt-Castañeda.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

**13.B. Approve contract #CT3567 with Creative Images Photography Studio for the 2019-2020 school year.**

**Motion Passed:** Following discussion, contract #CT3567 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

Manuel Cavada, Creative Images Photography, thanked the Board for the opportunity to work for the District.

## **14. EDUCATIONAL SERVICES**

### **14.A. Approve contract #CT3647 with Hatching Results, LLC for consultative programming and training for the 2019-2020 school year.**

**Motion Passed:** Following discussion, contract #CT3647 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

### **14.B. Approve consultant contract #CT3665 with BCK Programs, LLC to provide a garden and composting educational program for Palmer Way School.**

**Motion Passed:** Following discussion, consultant contract #CT3665 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

### **14.C. Approve contract #CT3667 for Maria da Venza to conduct Philosophy with Children in-class sessions at El Toyon School.**

**Motion Passed:** Following discussion, contract #CT3667 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

**14.D. Approve National School District to apply for the San Diego County's Public Access Defibrillation Program Grant to Received Discounted Rate for 12 Automated External Defibrillators (AED) units.**

**Motion Passed:** Following discussion, approve National School District to apply for the San Diego County's Public Access Defibrillation Program Grant 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

**14.E. Discuss National School District application for Inclusive Early Education Expansion Program (IEEEP) Grant.**

Meghann O'Connor, Director of Student Support Services, and Charmaine Lawson, Director of Early Childhood Education, spoke about the application for Inclusive Early Education Expansion Program (IEEEP) Grant.

Christina Benson, NCETA, spoke regarding notifying NCETA of program changes before changes are implemented.

**15. HUMAN RESOURCES**

None

**16. BUSINESS SERVICES**

**16.A. Report on year-end actual ending balances for the 2018-2019 year and budget revisions to the 2019-2020 adopted budget.**

Ms. Erina Cowart gave a presentation on the year-end actual ending balances for the 2018-2019 year and budget revisions to the 2019-2020 adopted budget.

**16.B. Approve year-end actual ending balances for the 2018-2019 year and approve budget revisions to the 2019-2020 adopted budget. (Exhibit B)**

**Motion Passed:** Year-end actual ending balances for the 2018-2019 year and budget revisions to the 2019-2020 adopted budget 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.C. Approve Change Order #001 and #002 submitted by M.A. Stevens Construction for the Roof Replacement Projects at El Toyon and John Otis Schools.**

**Motion Passed:** Change Order #001 and #002 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.D. Accept gifts.**

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

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

**17. BOARD WORKSHOP**

**17.A. Review and discuss suggested revisions and updates to Board Bylaws, Board Policies and Administrative Regulations.**

Due to the high quantity of policies to review, Board members conducted a workshop to discuss suggestions in more detail. Policy updates discussed in this workshop will be brought forward at a subsequent Board meeting as consideration for adoption.



## **18. BOARD/CABINET COMMUNICATIONS**

Ms. Betancourt-Castañeda welcomed the new employees. She thanked the students for their wonderful presentation. She congratulated the Exceptional Volunteer and Employee of the Month. She shared a personal story about her son, who is currently volunteering at Olivewood School. She shared that she attended the PTA Officers Meeting and the Executive Cabinet Coffee Chat at Olivewood School. Unfortunately, she did not attend the Salute to Teachers event due to personal matters. She asked for a Special Board Meeting regarding an update on the Olivewood School parking lot project.

Ms. Maria Dalla thanked the students for their wonderful presentation. She congratulated the Exceptional Volunteer and the Employee of the Month. She thanked Ms. Erina Cowart for her budget report.

Mr. Brian Clapper thanked the students for their wonderful presentation. He shared he attended the CSBA Region 17 Delegate meeting and requested that Raquel Madden give a presentation on full and fair funding. He shared that his visits to schools during the Elk's Dictionary giveaways were a success. He also visited Ira Harbison School and spoke to fifth and sixth graders about community service. He thanked Ms. Erina Cowart for her budget report.

Ms. Barbara Avalos shared that she attended Mr. Van Deventer's funeral. She thanked the students for their wonderful presentation and congratulated the Employee of the Month. She shared that she attended the following events; PTA Officers Meeting at Olivewood School, the South County Collaborative School Boards Meeting, the DPAC meeting, and the Salute to Teachers event. She was not able to attend the CSBA Region 17 Delegate meeting due to personal matters. She announced the news that the Barona Band of Mission Indians approved a \$5,000 grant for Lincoln Acres School.

Dr. Hernandez congratulated the Employee of the Month. She thanked the students for their wonderful presentation.

Dr. Kraft shared an informational graph about technology site liaisons with the Board. She updated the Board on the upcoming vision screening. She thanked the students for their wonderful presentation and Ms. Erina Cowart for her budget report.

Dr. Brady wished an early happy birthday to Ms. Barbara Avalos. She expressed her excitement for the 2nd Annual Parent Summit this Saturday with keynote speaker, Matt de la Peña. She gave the Board a draft of PTA Guidelines. She thanked Ms. Erina Cowart for her budget report and Ms. Avalos for sharing the Barona grant news.

Ms. Alma Sarmiento shared that all the bills presented by the South County Legislative Action Committee were unanimously supported by all our local legislators. She shared that she is looking forward to the 2nd Annual Parent Summit. She thanked the students for their wonderful presentation and congratulated the Employee of the Month. She wished an early happy birthday to Ms. Barbara Avalos.

## **19. ADJOURNMENT**

The meeting was adjourned at 8:32 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

Agenda Item: **12.A.II. Approve the minutes of the Special Board Meeting held on September 18, 2019.**

Speaker: Leighangela Brady, Superintendent

Attachments:  
Special Board minutes - 09/18/19

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

September 18, 2019  
6:00 PM  
Administrative Center  
1500 "N" Avenue  
National City, CA 91950

**1. CALL TO ORDER**

Board President, Alma Sarmiento, called the meeting to order at 5:30 p.m.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

Ms. Vanessa Ceseña took roll call.

For the record, Dr. Sharmila Kraft, Assistant Superintendent of Educational Services and Mr. Christopher Carson, Assistant Superintendent of Business Services.

Board Member, Maria Dalla joined the meeting at 5:40 p.m.

**4. PUBLIC COMMUNICATIONS**

No speakers

**5. PRESENTATIONS**

**5.1. Presentation and discussion of the Olivewood School and Palmer Way parking lot projects.**

Mr. Carson shared a presentation discussing the current status of parking lot construction at Olivewood and Palmer Way schools.

## **6. EDUCATIONAL SERVICES**

### **6.1. Approve Non-Public School Master Contract #CT3675 with Banyan Tree Excelsior Academy to provide an educational program for special education students during 2019-2020 school year.**

**Motion Passed:** Non-Public School Master Contract #CT3675 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

### **6.2. Approve Individual Service Agreement #CT3676 with Banyan Tree Excelsior Academy to provide an educational program for student #3705001 for 2019-2020 school year.**

**Motion Passed:** Individual Service Agreement #CT3676 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

## **7. HUMAN RESOURCES**

### **7.1. Approve contract #CT3673 with California School Employee Association (CSEA) for Classified professional development training for the October 7, 2019 Professional Development Day.**

**Motion Passed:** Contract #CT3673 passed with a motion by Ms. Maria Betancourt-Castañeda and a second by Mr. Brian Clapper.

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

**7.2. Approve contract #CT3674 with Olivewood Gardens and Learning Center training for the October 7, 2019 Professional Development Day for Child Nutrition Services.**

**Motion Passed:** Contract #CT3674 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

**8. ADJOURNMENT**

Board President, Alma Sarmiento, adjourned the meeting at 6:41 p.m.

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Clerk of the Governing Board

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Secretary to the Governing Board

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

Speaker:            Leighangela Brady, Superintendent

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

Financial Impact: See staff recommendations table.

Attachments:  
Staff recommendations



**CERTIFICATED STAFF RECOMMENDATIONS**  
**October 9, 2019**

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

None			
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**Temporary Employment**

1. Alexandra Allen	Impact Teacher 4 hours per day Not to exceed 134 days per year John Otis School	October 22, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
2. Linda Cartwright	Impact Teacher 4 hours per day Not to exceed 134 days per year Olivewood School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
3. Lupita Castillo	Impact Teacher 4 hours per day Not to exceed 134 days per year Las Palmas School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
4. Mirna Garcia Delgadillo	Impact Teacher 4 hours per day Not to exceed 134 days per year Kimball School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
5. Kelsey Mansueto	Impact Teacher 4 hours per day Not to exceed 134 days per year Central School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
6. Maria Moy	Impact Teacher 4 hours per day Not to exceed 134 days per year Palmer Way School	October 14, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
7. Jacob Nathenson	Impact Teacher 4 hours per day Not to exceed 134 days per year Lincoln Acres School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
8. Catherine Pfizenmaier	Impact Teacher 4 hours per day Not to exceed 134 days per year Las Palmas School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
9. Monica Porter	Impact Teacher 4 hours per day Not to exceed 134 days per year Lincoln Acres School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds

10. Allison Robertson	Impact Teacher 4 hours per day Not to exceed 134 days per year Ira Harbison School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
11. Krisvell Sanchez	Impact Teacher 4 hours per day Not to exceed 134 days per year Ira Harbison School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
12. Lloyd Shinozaki	Impact Teacher 4 hours per day Not to exceed 134 days per year Central School	October 10, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds
13. Janice Stejskal	Impact Teacher 4 hours per day Not to exceed 134 days per year Palmer Way School	October 14, 2019 to June 3, 2019	Daily Impact Teacher Rate of \$162.84	School Site Funds

**Additional Duties**

None				
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**Contract Extension/Change**

None				
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**Leave of Absence**

14. Shannel Bartak	Classroom Teacher Las Palmas School	January 16, 2020 – March 2, 2020	Unpaid leave of absence	
15. Sonia Ruan	School Principal Las Palmas School	October 2019 – October 2020	Intermittent FMLA	

**CLASSIFIED STAFF RECOMMENDATIONS  
October 9, 2019**

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

16. Anna Acosta	Transportation Student Attendant 3.5 hours per day 210 days per year Transportation Department	October 11, 2019	Range 8, Step 1	General Fund
17. Irene Castro	Child Nutrition Services Assistant 3 hours per day 208 days per year Palmer Way School	October 11, 2019	Range 11, Step 1	General Fund

**Temporary Employment**

None				
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**Additional Duties**

None				
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**Contract Extension/Change**

18. Perlita Bustamante	From Instructional Assistant-Health Care Kimball School To Preschool Teacher 6 hours per day 181 days per year John Otis School	October 10, 2019	Class 1, Step 1	General Fund
19. Alicia Del Razo	From Campus Student Supervisor Rancho de la Nación School To Child Nutrition Services Assistant 3 hours per day 208 days per year Palmer Way School	October 10, 2019	Range 11, Step 1	General Fund

**Leave of Absence**

None				
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Agenda Item:	<b>12.C.II. Approve Classified Employee of the Year qualifications and nomination criteria for 2019-2020 school year.</b>
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	Each year, one classified employee is selected to be honored as Classified Employee of the Year. This employee is recognized at a Governing Board meeting and represents the National School District at the San Diego County Office of Education competition for County Classified Employee of the Year.
Comments:	<p>The Governing Board of the National School District is eager to honor outstanding classified employees. Employees will be selected from the classified employee categories of Child Nutrition Services, Maintenance and Operations, Instructional Assistants, Transportation Services, Special Services, and Office Services. From these employees the National School District Classified Employee of the Year will be selected. This individual will represent the National School District at the county level competition.</p> <p>A District Employee of the Year Joint Recognition Planning Committee will be formed to review the selection process for this honor. Based on committee recommendations, all nominations for District Classified Employee of the Year will be submitted directly to the Human Resources Department. The District Selection Committee will meet to review these nominations and finalists will be contacted for a brief personal interview by the committee. The committee will then select a District Classified Employee of the Year who will be nominated for San Diego County Classified Employee of the Year. The District Classified Employee of the Year and finalists will be honored at a Governing Board meeting in May of 2020.</p>
Recommended Motion:	Approve Classified Employee of the Year qualifications and nomination criteria for 2019-2020 school year.
Attachments:	Classified Employee of the Year Criteria

## **2020 Classified Employee of the Year Criteria**

The Classified Employee of the Year should have:

At least five (5) years of continuous service, monthly or hourly status. During that time, the individual should have performed his or her duties in such an outstanding manner that he or she significantly contributed to the functioning of the school district. This may or may not include functions outside the regular scope of his or her job duties. Additional volunteer work in service to the school district may be used to support a nomination. However, the basic qualification should involve the work done by the employee during the regular course of his or her employment.

Nominations should be based on:

- Dedication to the job
- Interest in school and community involvement (may include involvement in own community if the nominee resides outside of the district)
- Positive interpersonal relations with co-workers, students, parents and the community
- Their representation as a positive role model for the classified staff
- A talent for creativity/innovation
- Their display of an ability to adapt to changes, embrace new technologies
- An interest in professional growth and development
- A willingness to take the extra step

Candidates will be judged on the basis of work performance, including personal factors and unusual or outstanding characteristics or achievements, and contributions to the betterment of the school district.

Agenda Item:	<b>12.C.III. Approve Teacher of the Year qualifications and nomination criteria for 2020.</b>
Speaker:	Leticia Hernandez, Assistant Superintendent, Human Resources
Quick Summary / Abstract:	A District Employee of the Year Joint Recognition Planning Committee will be formed to review the selection process for this honor. Based on committee recommendations, school site committees will only forward nominees for District Teacher of the Year recognition who are willing to continue and fully participate in the selection process. The District Teacher of the Year Selection Committee will conduct classroom observations and personal interviews of those nominees who are chosen as finalists only. The District Teacher of the Year and all finalists will be honored at a Governing Board meeting in May.
Comments:	Materials will be distributed to all personnel to nominate a District Teacher of the Year. The campaign seeks to identify exceptionally skillful and dedicated teachers and honor them for their contributions to education. Each school site in the National School District will form a Teacher of the Year School Site Committee to review nominations and forward up to two nominees to the Districtwide Selection Committee for District Teacher of the Year. The District Selection Committee will then select a District Teacher of the Year.
Recommended Motion:	Approve Teacher of the Year qualifications and nomination criteria for 2020.
Attachments:	Teacher of the Year Criteria

## 2020 Teacher of the Year Criteria

### **Qualifications:**

1. Minimum of **eight** (8) years teaching in the National School District.
2. Major responsibilities include direct contact with students (administrative and supervisory personnel are ineligible).
3. Possession of teaching credential for any level between preschool and sixth grade.
4. Must continue to teach next school year (i.e., no plans for retirement or to work in administration.)

The candidate recommended for the County Teacher of the Year should be able to:

- Comment orally and in writing, both in person and through various media, on current issues and challenges that confront the educational community;
- Respond meaningfully, thoughtfully, and concisely to the many concerns that may be raised in public forums, concerns that may range from something as specific as how to resolve a playground argument, to issues of statewide impact such as credentialing requirements;
- Explain specific programs, instructional strategies, or activities they have developed or contributed to, how those efforts benefited students, and how the experiences can be helpful in other schools and to other teachers;
- Conduct demonstration lessons, acting as resource for fellow teachers and contributing to recruitment efforts.

Within this context, the selection committee will examine, in a balanced, critical, thoughtful, impartial, and fair manner:

- Personal growth, e.g., collegiate-level education, professional development activities, in-service training, and record of teaching and related experience;
- Commitment, e.g., efforts to help teaching colleagues enhance and improve their skills and strategies, involvement in educational development activities in the school and beyond, and participation in civic and community affairs;
- Personal attributes, e.g., the abilities to lead and to be an effective participant in group activities, creativity in approaching problems and challenges, and proficiency at communicating ideas clearly, concisely, and effectively;
- Professional skills, e.g., accomplishing a program of instruction based on school objectives, district goals, and state curriculum frameworks; using appropriate instructional techniques, methods, and materials to fulfill teaching objectives; providing timely and accurate assessments of student progress toward stated objectives; communicating student progress in a positive manner; employing appropriate techniques of classroom management that promote a suitable learning environment; modeling to students and parents belief in the equity of students regardless of gender, religious preference, or racial, ethnic, or linguistic background; assisting students in developing effective interpersonal skills and positive self-images; and meeting a wide range of professional responsibilities for self-development and for the development of the educational community.

Agenda Item: **12.C.IV. 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



<b>Resignations 10/9/19</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Chadbourne Harris	Child Nutrition Services Assistant	Palmer Way School	August 29, 2019
Janet Nava	Instructional Assistant- Health Care	Central School	September 20, 2019
Graciela Torres	Campus Student Supervisor	Palmer Way School	September 20, 2019

<b>Retirements 10/9/19</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Rosalva Murphy	Child Nutrition Services Assistant	Ira Harbison School	October 28, 2019

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

Agenda Item: **12.D.I. Adopt Resolution #19-20.09 proclaiming October 23-31, 2019 as Drug Awareness Week (National Red Ribbon Week) in National School District.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Red Ribbon Week has been celebrated for many years by students in California Schools as an opportunity to showcase their support for a drug-free, tobacco-free and alcohol-free environment.

National School District supports this healthy environment for our students by initiating Board Policy for a Drug-Free and Tobacco-Free Workplace, a Zero Tolerance Policy and implemented structures to support the California Safe Schools Program.

Comments: In conjunction with school and community agencies all over San Diego County, National School District will take this opportunity to focus attention on healthy lifestyle. Students will be asked to participate in various activities at the school site. Bracelets will be available for students and staff, as well as some parents and community members.

Recommended Motion: Adopt Resolution #19-20.09 proclaiming October 23-31, 2019 as Drug Awareness Week (National Red Ribbon Week) in National School District.

Attachments:  
Resolution #19-20.09

# National School District Resolution

#19-20.09

## RED RIBBON WEEK

**WHEREAS**, alcohol, tobacco and drug abuse has reached pandemic stages in California and throughout the United States; and,

**WHEREAS**, it is imperative that community members launch unified and visible tobacco, alcohol and other drug prevention education programs and activities to eliminate the demand for these substances; and,

**WHEREAS**, the Red Ribbon Celebration will be observed across America during RED RIBBON WEEK, October 23-31, 2019; and,

**WHEREAS**, Parents, Youth, Government, Business, Law Enforcement, Schools, Religious Institutions, Service Organizations, Social Services, Health Services, Media and the General Public will demonstrate their commitment to drug-free communities by wearing and displaying Red Ribbon Week bracelets during this week-long celebration; and,

**NOW THEREFORE, BE IT RESOLVED**, that National School District does hereby support October 23-31, 2019 as RED RIBBON WEEK, and encourages all citizens to participate in tobacco, alcohol and other drug prevention programs and activities, making a visible statement and commitment to healthy, drug-free communities in which to raise a generation of drug-free youth; and,

**BE IT FURTHER RESOLVED** that National School District encourages all community members to pledge: "Respect Yourself, Be Drug Free."

AYES:

NOES:

ABSTAIN:

ABSENT:

Page 2

[illegible]

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: **12.E. Business Services**

Agenda Item: **12.E.I. Ratify/approve purchase orders, contracts and warrants as summarized and detailed in Exhibit A.**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

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

Attachments:  
Exhibit A

Agenda Item:           **13. GENERAL FUNCTIONS**

Speaker:                Leighangela Brady, Superintendent

Quick Summary /       None

Abstract:

Agenda Item:	<b>14. EDUCATIONAL SERVICES</b>
Agenda Item:	<b>14.A. Approve contract #CT3659 with Bright Spot Unlimited to provide workshops for Las Palmas School staff.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of this contract will allow Las Palmas Elementary School staff to receive professional development on instructional strategies that aim to maximize the District's new curriculum resources and professional learning.</p> <p>Bright Spot Unlimited is recognized statewide for their success in teaching Common Core Standards through incorporating critical thinking and speaking skills. Three workshops will be offered to each grade level team at Las Palmas Elementary School. The workshops focus on instructional delivery strategies around active student engagement in the areas of:</p> <ul style="list-style-type: none"> <li>• Alternative assessment for instruction</li> <li>• The TQE Method, (Thoughts Questions and Epiphanies, a guide to responding orally and written)</li> <li>• Student led academic evaluation of work</li> </ul>
Comments:	These workshops will provide support in Las Palmas' goal for Collective Teacher Efficacy as they continue to align high quality teaching standards and high expectations.
Financial Impact:	<p>Not to exceed: \$6,000</p> <p>Additional staffing costs: \$0</p> <p>Other costs: Substitute costs not to exceed \$12,150</p> <p>One-time cost</p> <p>General Fund-Title 1</p>
Attachments:	CT3659

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

Contract No. \_\_\_\_\_

## National School District Independent Contractor Agreement

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

Contractor	Taxpayer ID Number	Mailing Address
_____, hereinafter referred to as "Contractor."		
City	State	Zip Code

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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

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

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

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

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

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

8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

For District: 1500 N Avenue  
National City, CA 91950

For Contractor: \_\_\_\_\_  
\_\_\_\_\_

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**NATIONAL SCHOOL DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security or Taxpayer I. D. No.

**Board Approval Date:** \_\_\_\_\_

\_\_\_\_\_  
(Area Code) Telephone Number

Agenda Item: **14.B. Approve Consultant Contract #CT3666 with Rebecca Walker to provide dance lessons for all sixth grade students at Palmer Way School.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Approval of this contract will allow Palmer Way sixth grade students to receive dance lessons.

Rebecca Walker will provide dance lessons every Wednesday starting October 16, 2019 through May 20, 2020 in the Palmer Way School Auditorium. Twenty-three, two-hour dance lessons will be provided for all sixth grade students in preparation for an Art Festival to be held in May 2020.

Recommended Motion: Approve Consultant Contract #CT3666 with Rebecca Walker to provide dance lessons for all sixth grade students at Palmer Way School.

Financial Impact: Contract cost: \$2,760  
Additional staffing costs: \$0  
Other costs: \$0  
One-time cost  
General Fund-Site

Attachments:  
CT3666

[ 01 - 00 ] [ 0980 - 000 ] [ 1110 ] [ 1000 ] [ 5800 - 100 ] [ 900 ]  
Fund Res Goal Function Object School

Contract No. CT3666

## National School District Independent Contractor Agreement

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

Rebecca Walker 12616 Lakeshore Dr. #14

Contractor

Taxpayer ID Number

Mailing Address

Lakeside CA 92040, hereinafter referred to as "Contractor."

City

State

Zip Code

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

1. The contractor will provide twenty-three, 2 hours dance lessons to all of our  
6th grade students in preparation of our Art Festival held in May 2020.

2. Term. Contractor shall commence providing services under this Agreement on  
October, 2019, and will diligently perform as required and  
complete performance by May 20, 2020.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two thousand, seven hundred and sixty Dollars (\$2,760.00). District shall pay Contractor according to the following terms and conditions:

Invoices will be sent to the district quarterly for payment.

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

N/A

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

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

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

the use of the school's auditorium and the sound system.

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



8. Confidentiality and Use of Information.

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

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

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

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

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

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

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

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

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

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

For District: 1500 N Avenue  
National City, CA 91950

For Contractor: 12616 Lakeshore Dr #14  
Lakeside, Ca 92040

24. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this 11 th day of November, 2019.

**NATIONAL SCHOOL DISTRICT**

\_\_\_\_\_  
Signature of Authorized Agent

Christopher Carson

\_\_\_\_\_  
Typed or Printed Name

Asst. Superintendent, Business Services

\_\_\_\_\_  
Title

**Board Approval Date:** \_\_\_\_\_

**CONTRACTOR**



\_\_\_\_\_  
Signature of Authorized Agent

Rebecca Walker

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Social Security or Taxpayer I. D. No.

619-990-4878

\_\_\_\_\_  
(Area Code) Telephone Number

Agenda Item: **14.C. Approve contract #CT3680 with Achieve3000 Inc. for implementation at Lincoln Acres Elementary for the 2019-2020 school year.**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Lincoln Acres Elementary met eligibility for Comprehensive Support and Improvement (CSI). In accordance with State requirements, a plan for the school to improve student outcomes for CSI schools must be incorporated into the Local Control and Accountability Plan (LCAP). National School Districts Local Control Accountability Plan, and the plan for Lincoln Acres, was approved at the June 26, 2019 Board meeting.

Approval of this contract will allow Lincoln Acres to implement an evidence based intervention (recognized "strong intervention" by Every Student Succeeds Act (ESSA) independent study) by:

- Purchasing of subscription of Achieve 3000 aimed at increasing Lexile levels for 320 3rd-6th grade students
- Allow data sharing between National School District and Achieve3000
- Allow Lincoln Acres staff to be trained on Achieve3000

Upon approval, the contract subscription licenses are effective October 11, 2019 through June 30, 2020

Recommended Motion: Approve contract #CT3680 with Achieve3000 for implementation at Lincoln Acres Elementary for the 2019-2020 academic year.

Financial Impact: Contract cost: Not to exceed \$26,585  
Additional staffing costs: \$0  
Other costs: \$0  
One-time cost  
General Fund

Attachments:  
CT3680  
Quote



## MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "**Agreement**") is effective October 11, 2019 ("**Effective Date**") by and between Achieve3000, Inc. ("**Achieve3000**"), and National School District ("**Customer**"), for Customer's use of the Achieve3000 services to which Customer has subscribed ("**Services**") as specified in one or more Achieve3000 order form(s) (each, an "**Order Form**"). The initial Order Form may be attached hereto as Exhibit A.

### 1. ENTIRE AGREEMENT

The agreement under which Customer is subscribing for the right to permit a certain number of Customer's students, parents, teachers and/or school administrators (up to the licensed number to whom Achieve3000 has provided a user ID and password to access and utilize particular Services (as applicable, the "**Authorized Users**")) consists of (a) the applicable Order Form(s) in which the specific Service(s) to be provided (including related professional development training ("**Professional Development**")), the school(s) to whom the Services are to be provided, the period during which the Authorized Users shall have the right to access and utilize the identified Service(s), pricing, invoicing schedule and other implementation-specific details and terms are specified; and (b) this Agreement. Customer's Order Forms and this Agreement contain the entire agreement and understanding regarding Achieve3000's provision of the specified Service(s) to Customer and Customer's Authorized Users, and supersede all prior oral and written agreements the parties regarding the subject of this Agreement, if any. In the event of a conflict between an Order Form and this Agreement, the conflicting term(s) of this Agreement shall prevail, unless the parties expressly state in a subsequent written document that they intend that the conflicting terms of that Order Form prevail over the conflicting terms of this Agreement. In the event that any of the terms set forth in this Agreement are held invalid, illegal or unenforceable, all of the remaining terms of this Agreement will remain in effect.

### 2. TERM OF THIS AGREEMENT

Except as provided in the following sentence and unless stated otherwise in an Order Form, this Agreement shall commence on August 1 of the year in which Customer executes an Order Form (the "**Subscription Start Date**"), and shall conclude on June 30 of the following year (the "**Subscription End Date**"), and such period between the Subscription Start Date and Subscription End Date constituting the "**Term**". The previous sentence notwithstanding, (a) when Customer executes an Order Form subsequent to August 1, the Subscription Start Date shall be, and the Term shall commence on, such date and conclude on June 30 of the following year; and (b) the Subscription End Date and Term of all multi-year agreements shall be as indicated in the applicable Order Form.

### 3. DESCRIPTION OF SERVICES

The elements of each Service subscribed for hereunder (each a "**Service Element**"), and the first date on which the appropriate Authorized Users may access and utilize each such Service Element (in each case, a "**Service Element Activation Date**") shall be as set forth in the applicable Order Form.

### 4. LICENSE GRANT

Effective as of the Service Element Activation Date applicable to each Service Element, Customer's appropriate Authorized Users are granted a limited, non-transferable, non-sub-licensable, non-exclusive, personal license (revocable in the event of breach) to access and utilize the applicable Service Element that Customer has subscribed for the right to access and utilize, solely for educational purposes and solely as permitted by this Agreement, during the Term. The term "appropriate" here means that Service Elements intended for use by students may be accessed and utilized by any Authorized User, and that Service Elements intended for use by teachers and school administrators may only be accessed and used by Authorized Users functioning in those roles.

The foregoing notwithstanding, Achieve3000 will not be obligated to provide any Service to any user who has not agreed (i) to Achieve3000's Terms of Use and Privacy Policy and (ii) to comply with this Agreement. Achieve3000 reserve the right to change Achieve3000's Terms of Use and/or Privacy Policy (subject to Section 10 of this Agreement).

Achieve3000 will charge Customer for each Service it subscribes for based on the number of permitted users or "**Licensed Seats**" Customer elects for that Service and the applicable license pricing for the Service.

To allow Customer additional flexibility in Customer's use of the Services for appropriate purposes, Achieve3000 may permit Authorized Users in excess of the then-current number of Licensed Seats Customer has already subscribed for that Service ("**Additional Users**").

From time to time during the Term, Achieve3000 will compare the number of Authorized Users Customer has provided with access to a Service with the number of Licensed Seats Customer has subscribed for that Service. If the number of Authorized Users exceeds the number of Licensed Seats Customer has subscribed for the Service, Achieve3000 will notify Customer in writing and invoice Customer for the Additional Users Achieve3000 has identified through its comparison. Achieve3000 will work with Customer to resolve promptly any question or issue Customer may have regarding the number of Additional Users Achieve3000 has identified or the associated additional Service fees Achieve3000 has invoiced for those Additional Users. Customer is responsible for all activities conducted under its Authorized User logins and for its personnel's compliance with this Agreement.

## 5. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER

Every aspect of each Service, including its underlying concepts, methodologies, processes, formats, specifications, other know-how, site layout, design, images, programs, text, forms and other information (collectively its “**Content**”), is solely Achieve3000’s property or, where applicable, the property of Achieve3000’s licensors. Customer receives no rights to or interest in any Content other than the rights conferred upon Customer by Section 4 of this Agreement. All Content is protected by copyright and other intellectual property laws, and nothing herein grants Customer any ownership interest in any Content or any right with respect to any Content other than those rights expressly granted in Section 4 of this Agreement. Customer and its Authorized Users may not:

- (a) permit any third party whom Achieve3000 has not provided a user ID and password to access or utilize any Service;
- (b) copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any software used to provide any Service or permit any other party to do so; Content may not be merged with any other service or software, or be adapted or modified in any way, by anyone;
- (c) (i) copy, reproduce, publish, distribute, modify, transfer or in any way commercially exploit any part of the Content, (ii) mirror the Content on any other server, (iii) create any derivative works, (iv) attempt to avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that may be established with respect to the Content, or (v) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Content;
- (d) use any Service in a manner that includes any service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single Authorized User login, or time-sharing of such Service;
- (e) use any Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights;
- (f) use unauthorized modified versions of any Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to such Service;
- (g) engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory of any kind without Achieve3000’s written permission; Customer may not use any robots, spiders, crawlers or other automated downloading programs or devices to search any Content, harvest personal information, or cause disruption to the Service;
- (h) publish, post, upload or otherwise transmit any Content that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or
- (i) print or download Content for Customer’s own personal educational use unless it keeps intact all copyright and other proprietary notices.

Achieve3000 shall have the right, but not the obligation, to remove any Content at any time.

## 6. COMMENTS

During the Term, Customer, through Customer’s employees and agents, may contribute certain ideas, comments, criticisms, and suggestions for improvements, modifications, and other changes to the Services (including with respect to associated Content) (collectively, “**Comments**”). Customer agrees that Achieve3000 may use, modify, and incorporate these Comments as Achieve3000 sees fit and will own all rights to such Comments as incorporated into the Services.

## 7. PAYMENT TERMS

Unless the parties agree otherwise in Customer’s Order Form, Achieve3000 may invoice Customer for Services and other items subscribed for hereunder in the case of one-year agreements, on the day that Customer executes an Order Form, and in the case of multiple-year agreements, on the day that Customer executes the Order Form and each anniversary thereof. Payment of the undisputed amounts set forth on each invoice shall be due within thirty (30) days of the date of the invoice. Should Customer dispute any portion of an invoice, Customer will communicate to Achieve3000 in writing (email to suffice) the basis of Customer’s belief that a portion of the invoice is incorrect no later than the date on which the invoice is to be paid in full, and shall engage with Achieve3000 in good faith to resolve such dispute as expeditiously as reasonably possible. Absent a good-faith payment dispute, if Customer fails to pay on time, Achieve3000 shall be entitled to claim interest on any overdue amount at the rate of 1% per month or the maximum amount allowed by law, whichever is greater and Achieve3000 may suspend the applicable Services, without limitation or waiver of any other right or remedy available under this Agreement or at law. If Achieve3000 is required to retain a collection agency or attorney to collect overdue payment of undisputed invoices, all reasonable collection costs, including attorney fees, will be payable by Customer.

## 8. TAXES AND TAX-RELATED OBLIGATIONS

The rates and charges for Services do not include and Customer acknowledges that it is responsible for any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes based solely on Achieve3000’s net income. Customer shall hold Achieve3000 harmless from all claims and liabilities arising from the failure to pay any such taxes, including penalties, interest, duties, tariffs or charges. Customer will promptly reimburse Achieve3000 for any and all taxes, assessment, permits and fees that Achieve3000 may be required to pay in connection with this Agreement or its performance.



Customer acknowledges that contemporaneous documentation (e.g., exemption certificate, etc.) is critical to ensure that appropriate tax treatment is afforded and Customer agrees to provide Achieve3000 with the required documentation in a timely manner.

## 9. OUR GUARANTEE

Achieve3000 will (a) refund to Customer a pro-rated portion of any prepaid and unused fees for any Service provided hereunder corresponding to the period after termination, other than fees received for Professional Development, (b) waive Achieve3000's right to future payment, and (c) consider this Agreement revoked if, after Customer has provided Achieve3000 the data described in Section 10 and has certified that the teacher of each class of students utilizing the Service(s) has completed the preparation described in Section 11, the Service(s) is/are not accessible and usable for extended periods of time by substantially all of Customer's Authorized Users.

## 10. STUDENT DATA

In order to enable Achieve3000 to provide the Services to Customer and Customer's Authorized Users, Customer shall provide Achieve3000 the following data in electronic form (in .CSV (comma separated values) or .XLS (Excel) format) regarding each student whom Customer wants to enable to use a Service: name of the student's school and school district, student ID number, student first name, student last name and student grade level (collectively, "**Student Data**"). Additional demographics are optional for Customer to provide (gender, race, ethnicity, English language status, special education status and free lunch status). Alternatively, Customer can upload the data itself. Visit the Achieve3000 Hub at [hub.achieve3000.com](http://hub.achieve3000.com) for secure data upload instructions. Alternative methods for providing Student Data electronically include transferring Student Data through a standards-based API or through on-demand electronic transfer through Authorized User login using standards-based SSO.

At Customer's request, Achieve3000 will also accept, include in Achieve3000's reports to teachers and administrators, and treat as Student Data the following additional information: class code or room number, student race/ethnicity, gender, socio-economic or demographic information, familial background, student disabilities, student test scores, test dates, English language status and information related to English language learners, special education status, free lunch status, language spoken at home, and such other information that Customer may request and that Achieve3000 can feasibly track in the course of delivering applicable Services.

Student Data can be transferred to Achieve3000 using a secure file sharing service, SFTP, or any other method required by Customer. All Student Data received from Customer will be stored on a secure server and accessible only to Achieve3000's personnel on a need-to-know basis. The Student Data received from Customer will be matched to Achieve3000's usage records using student IDs or student names (provided by Customer during the rostering process). Customer agrees that Student Data may be shared with an external contractor who is under contract with Achieve3000 to protect the confidentiality of shared information and meet all standards of confidentiality described in this Agreement. All Student Data collected by Achieve3000 will be kept strictly confidential, consistent with the terms of this Agreement. Student Data received from Customer will only be used for the purposes described in this Agreement or as otherwise agreed to in writing by the parties. At such time as Customer requires by written notice, Achieve3000 will purge Student Data from all storage media. Achieve3000 may collect usage data, query data and other aggregated or de-identified data in connection with Customer's use of the Services. Achieve3000 may use such data for purposes of improving the Services (e.g., corroborating the data in Achieve3000's databases). Provided that none of Customer's Authorized Users or students is individually identifiable and none of Customer's Confidential Information is disclosed, Achieve3000 may also collect, retain, disclose, distribute and otherwise utilize such aggregated or de-identified data.

In Achieve3000's receipt and handling of Student Data, Achieve3000 will act as Customer's contractor and provider of institutional or assessment services, as applicable, and will comply with associated provisions of the Department of Education's regulations under the federal Family Educational Rights and Privacy Act or "**FERPA**". Achieve3000 will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education's FERPA regulations and is consistent with Achieve3000's Privacy Policy (which is set forth at <http://www.achieve3000.com/privacy-policy/>). Customer will treat Achieve3000's staff as authorized school recipients of education records under FERPA.

In addition, Achieve3000 does and will comply with the provisions of the Children's Online Privacy Protection Act ("**COPPA**") in the operation of the Achieve3000 website through which Customer's Authorized Users will access and use Services.

Notwithstanding Achieve3000's reservation of rights to revise this Agreement and Achieve3000's Privacy Policy, no change to this Agreement or Achieve3000's Privacy Policy that materially diminishes protections afforded Student Data will become effective with respect to Customer or Customer's Authorized Users unless and until Achieve3000 has advised Customer of such change and received Customer's written consent (email to suffice) to such change.

## 11. TEACHER AND ADMINISTRATOR PREPARATION

Customer will require the teacher of each class of students utilizing a Service to be familiar with its use before the teacher permits students, parents, and administrators to access and utilize the Service.

Implementation planning and initial training Professional Development sessions, whether online or on-site, must be completed no later than sixty (60) days after the Subscription Start Date. All subsequent Professional Development sessions subscribed for hereunder, whether online or on-site, must be completed before the end of the period indicated in Customer's Order Form. Such session(s) shall not "roll over" to a subsequent period and Customer will not be entitled to a refund for such unused sessions. All Professional Development sessions, whether online or on-site, not scheduled by Customer within the appropriate time frame as described in this paragraph shall be treated as having been duly provided by Achieve3000. Confirmed Professional Development sessions may be postponed and rescheduled without charge only upon seventy-two (72) hours' prior notice. Professional Development sessions canceled or postponed on less than seventy-two (72) hours' prior notice shall be treated as having been duly provided by Achieve3000.



Achieve3000 may make additional Professional Development opportunities available from time to time, on a selective basis, such as participation in a School of the Future® event. The reasonable and verifiable costs of participation in such events, as well as any associated travel costs, are included in the cost of the Services.

## **12. INVALID LEVELSET ASSESSMENTS**

All potentially invalid LevelSet assessments are flagged in a report for Customer's teachers and it is up to those teachers to have the individual student retake the relevant LevelSet assessment.

## **13. EMAIL COMMUNICATIONS**

Customer hereby authorizes Achieve3000 to send electronic mail to Customer's teachers and school administrators for the following purposes:

1. delivering Professional Development and similar materials to Customer's teachers and administrators; and
2. advising Customer of changes or additions to Achieve3000's Services or about any of Achieve3000's Services.

If Customer does not want its teachers and/or school administrators to receive such emails, please notify Achieve3000 at [support@achieve3000.com](mailto:support@achieve3000.com).

## **14. SERVICE RELIABILITY**

Subject to Achieve3000's need to perform periodic and routine maintenance, Achieve3000 takes reasonable measures to make its Services available 24 hours a day, seven days a week, and to maintain saved information. However, technical failures, acts of God and routine and unscheduled maintenance may render one or more Services unavailable at times (including during normal business or school hours), and/or may result in the loss of information. Achieve3000 shall not be liable to Customer or anyone else for any loss of information or for the non-availability of any Service, unless such loss of information or non-availability of a Service has resulted from Achieve3000's gross negligence or willful misconduct.

## **15. USER CONDUCT**

Customer agrees that Achieve3000's Terms of Use set forth at <http://www.achieve3000.com/terms-of-use/> are reasonable and appropriate, and shall undertake reasonable measures to assist Achieve3000 in enforcing such Terms of Use. Derogatory, harmful or unlawful conduct is not permitted on any Services. Customer's Authorized Users are not permitted to upload, distribute through, or otherwise publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party violate any law, or otherwise violate Section 8 (Code of Conduct) or any other provisions of the Terms of Use.

## **16. TERMINATION**

- Either party may terminate this Agreement immediately for default if the other party fails to cure all material defaults in its performance within ten (10) days of its receipt of written notice of its default(s) from the terminating party.
- Immediately upon the termination or expiration of any of Customer's Order Forms, Customer and Customer's Authorized Users shall immediately cease use of all Service(s) subscribed for under that Order Form. Should any Order Form be terminated prior to its natural expiration, Customer shall pay Achieve3000 all amounts owed for Services provided to Customer and Customer's Authorized Users under that Order Form up to the effective date of such termination.

## **17. CHANGES TO SERVICES**

Achieve3000 is constantly innovating in order to provide the best possible instructional solutions to its customers' Authorized Users. Customer acknowledges and agrees that the form and nature of the Services may change from time to time without prior notice to Customer without reducing the overall level of benefit received by Customer. Customer further acknowledges that Achieve3000 may stop (permanently or temporarily) providing any features or may add new features within any Service at Achieve3000's sole discretion without prior notice to Customer.

## **18. LINKS TO OTHER SITES**

Our Services may contain hyperlinks to other sites or resources that are provided solely for the convenience and information of Customer's Authorized Users. Achieve3000 is not responsible for the availability of external sites or resources linked, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from, or policies employed by, such sites or resources. Achieve3000 makes no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided. Accordingly, Customer should review the terms and conditions and privacy policies of each linked site, as its policies may differ from Achieve3000's. If Customer's Authorized Users decide to access linked third-party content and sites, they do so at their and Customer's own risk.

## **19. CONFIDENTIALITY**

"**Confidential Information**" shall mean any and all non-public proprietary business, technical, and operational information disclosed by one party to the Agreement to the other party, including by or through its respective employee, agent, contractor, or representative, during the Term of this Agreement or in connection with correspondence or negotiations culminating in this Agreement, provided such information is clearly marked as "proprietary" or "confidential" or is of such nature that a person would reasonably understand the information to be of a confidential or proprietary nature. The terms of Customer's Order Form which are unique to Customer shall be deemed to be the Confidential Information of each party.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the

confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under this Agreement.

Notwithstanding Achieve3000's Privacy Policy, Confidential Information of a party shall not include information which: (i) is as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party and without claim or challenge by the disclosing party to such public disclosure; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to or reliance on Confidential Information of the disclosing party; or (iv) was received by the receiving party from a third party without any confidentiality obligation owed to the disclosing party. Notwithstanding a party's obligations hereunder, it may disclose the other party's Confidential Information if it the party is required to disclose such Confidential Information pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such other party may seek a protective order or other appropriate remedy.

## **20. DATA OWNERSHIP AND LOCATION OF SERVICES**

Customer will own data on Customer's Authorized Users' use of Achieve3000's Services ("**Program Data**") and the Student Data Customer provides to Achieve3000. At Customer's request, at the end of the Term of this Agreement or if and when Customer otherwise requires, Achieve3000 will return or destroy in a verifiable manner Student Data in Achieve3000's possession and provide Customer with copies of associated Program Data Achieve3000 has not previously provided to Customer. To comply with applicable laws, Achieve3000 reserves the right to destroy or otherwise dispose of Student Data and Program Data Customer has not directed Achieve3000 to return or destroy following this Agreement's Term. Customer agrees that Achieve3000 may use Student Data and Program Data to provide the Services, and that Achieve3000 may use Program Data for Achieve3000's internal purposes; for example, development and assessment of Services and Content.

The Services and Content are provided from, and Student Data and Program Data are stored on, servers located in the United States. Customer acknowledges and agrees that Achieve3000 may provide the Services and Content, and store Program Data and Student Data, in this manner. Customer further confirms that, as applicable, Customer's transfer of Student Data from outside the United States and Achieve3000's use and processing of such data in connection with delivery of Services to Customer and Authorized Users shall be consistent with laws applicable to Customer's transfer and Achieve3000's processing of such data.

## **21. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION**

- Achieve3000 warrants that it has the full authority to grant the rights granted to Customer herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, ACHIEVE3000 DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO ANY SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND CUSTOMER UNDERSTANDS THAT IT IS ASSUMING ALL RISKS OF SUCH SERVICE'S USE, QUALITY, AND PERFORMANCE.
- EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ITS INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL (A) EITHER PARTY, INCLUDING ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF SUCH PARTY, AS THE CASE MAY BE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR, IN ACHIEVE3000'S CASE, BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN ACHIEVE3000'S EMPLOYEES OR AGENTS; OR (B) EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON EXCEED DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO ACHIEVE3000 DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL ACHIEVE3000, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ITS LICENSORS, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO CUSTOMER OR TO ANY AUTHORIZED USER.
- Achieve3000 agrees to indemnify and defend Customer and its employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that a Service provided to Customer hereunder infringes upon the intellectual property rights of a third party. If any such Service is held to infringe, or if in Achieve3000's opinion, such a claim is likely to occur, Achieve3000 may, at Achieve3000's sole option and expense, either: (i) procure for Customer and Customer's Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they

become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then Achieve3000 may terminate Customer's license to access and utilize the allegedly infringing Service and Achieve3000 shall refund to Customer a pro-rated portion of any prepaid and unused fees for such Service corresponding to the period after termination. The preceding sentences in this bullet states Achieve3000's entire liability and obligation, and Customer's exclusive remedy, for infringement.

## 22. GENERAL

Nothing in this Agreement shall cause the relationship between Customer and Achieve3000 to be anything other than that of independent contractors. None of Customer's and Achieve3000's actions under this Agreement shall be joint, and Customer and Achieve3000 has not formed, and shall not form, a joint venture to perform any of their respective obligations hereunder. The failure of either party to require performance of any part of this Agreement shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of each party. The rights and obligations of each party established herein are intended for the sole use and benefit of each of the parties and no one else. Accordingly, this Agreement confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a party's reasonable control. Customer may not assign this Agreement without Achieve3000's prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. Achieve3000 may assign this Agreement to any entity that purchases all or substantially all of Achieve3000's assets or that obtains control of it by purchase, merger or other means so long as such assignee agrees to assume all of Achieve3000's material obligations hereunder. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when sent by email or mailed by registered or certified mail, postage prepaid to Customer at the address set forth in Customer's Order Form, and to Achieve3000 at Achieve3000, Inc., 1985 Cedar Bridge Ave, Lakewood NJ 08701, Attn: Chief Executive Officer, or to Customer or Achieve3000 at such other address (or email address) as Customer or Achieve3000 may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 –10, 16, and 19 –22.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, USA, without regard to its principles of conflict of laws. Each party agrees that sole and exclusive jurisdiction and venue for any action or litigation relating to this Agreement shall reside with a federal or state court located in the State of New Jersey.

## 23. CONTACT INFORMATION

Achieve3000, Inc.  
1985 Cedar Bridge Ave  
Lakewood, NJ 08701  
732-367-5505  
[info@achieve3000.com](mailto:info@achieve3000.com)

National School District  
1500 N Ave  
National City, California 91950-4827  
Email

### ACHIEVE3000, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### CUSTOMER: National School District

By: \_\_\_\_\_  
Name: Christopher Carson  
Title: Assistant Superintendent, Business Services  
Date: \_\_\_\_\_

## ADDITIONAL RESOURCES

[Achieve3000 Technical and Organizational Measures](#)

[Data Processing Addendum to Achieve3000 Terms of Service and Master Subscription Agreement](#)



**Quote ID:** Q-17645  
**Contract Period:** 10/11/2019 - 06/30/2020

**Quote Date:** 09/11/2019  
**Valid Until:** 10/31/2019

#### Client Information

Account Name	
Lincoln Acres Elementary Sch	
Address	Client
2200 S Lanoitan Ave National City, CA 91950 Phone: 619-336-8600	Sharmila Kraft Email: <a href="mailto:skraft@nsd.us">skraft@nsd.us</a> Phone: (619) 336-7742

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

Product	Cost	Qty	Total
Achieve3000's Boost, Access and Espanol Solutions for all of your students. Requires Achieve3000 Pro purchase. (BAE-EXPNDR)	\$2,500.00 per site	1.00	\$2,500.00
Achieve3000's Pro Differentiated Literacy Solution: up to 320 students, 4 PLS day(s) included (LIT)	\$23,795.00 per site	1.00	\$23,795.00
Achieve3000 Automatic Roster Import - Annual fee per school for automatic integration with Student Information Systems (SIS). (AUTO-INT-FEE-PRO)	\$290.00 per site	1.00	\$290.00
Subtotal			\$26,585.00
Order Total			<b>\$26,585.00</b>

See Next Page for Quote Acceptance



## Acceptance for Quote ID Q-17645: \$26,585.00

Lincoln Acres Elementary Sch

*Account Name*

Achieve3000

*Signature*

*Signature*

*Name / Title*

*Name / Title*

*Date*

*Date*

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

Achieve3000  
1985 Cedar Bridge Ave., Suite 3  
Lakewood, NJ 08701  
Fax: 316-221-0718  
Email: [orders@achieve3000.com](mailto:orders@achieve3000.com)

This quote is governed by and subject to the Achieve3000 terms and conditions at [www.achieve3000.com/terms-of-service](http://www.achieve3000.com/terms-of-service). By signing this quote, you are agreeing to such terms and conditions.

### **National Literacy Summit** **November 11-13 | Orlando, FL**

Join us at the National Literacy Summit, an interactive experience where you'll collaborate and learn powerful new strategies for literacy instruction from an incredible lineup of the industry's thought leaders and expert practitioners. Ask about special customer pricing!

### **About Achieve3000®**

Achieve3000 is the leading literacy platform in today's blended learning programs, with cloud-based solutions that serve more than three million students worldwide. Based on decades of scientific research, Achieve3000's patented and proven differentiated instruction for grades PreK-12 and adult education reaches all students at their individual reading levels to accelerate learning, improve high stakes test performance, and drive college and career success. To explore more options, such as our multi-year quote with LOCKED-IN PRICING for three full years, please contact [sales.support@achieve3000.com](mailto:sales.support@achieve3000.com) for an adjusted quote.

Discover all of Achieve3000's research-based solutions by visiting [www.achieve3000.com](http://www.achieve3000.com).



Agenda Item:	<b>14.D. Approve Memorandum of Understanding #CT3681 for Wellness Champion Program between YMCA Childcare Resource Service and National School District from January 1, 2020 through January 1, 2021.</b>
Speaker:	Sharmila Kraft, Assistant Superintendent, Educational Services
Quick Summary / Abstract:	<p>Approval of this memorandum of understanding will allow the National School District eight preschool campuses to work with the YMCA to support parent education on healthy eating habits, physical activity, nutrition and gardening. The memorandum of understanding, upon approval, will be effective from January 1, 2020 through January 1, 2021.</p> <p>The services provided by the YMCA will be at no cost.</p>
Comments:	National School District preschool programs have previously worked with the YMCA through the San Diego County Office of Education Quality Preschool Initiative to provide parent education on health and wellness. Through this previous support, the YMCA Health Educator offered for National School District to be a part of their Wellness Champion Program at no cost to the District. The YMCA Health Educator will work with the Director of Early Childhood Education to determine the needs of each site based on the required annual Nutrition and Physical Development evaluations administered, and feedback from staff.
Recommended Motion:	Approve #CT3681 Memorandum of Understanding for Wellness Champion Program between YMCA Childcare Resource Service and National School District from January 1, 2020 through January 1, 2021.
Financial Impact:	None
Attachments:	CT3681



**FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

## **NATIONAL CITY SCHOOL DISTRICT MEMORANDUM OF UNDERSTANDING FOR WELLNESS CHAMPION PROGRAM**

Between YMCA Childcare Resource Service (YMCA) and  
National School District (DISTRICT)

### **Scope of Services**

The Wellness Champion program is focused on the prevention of early childhood obesity by supporting Family Child Care Homes and Preschool Centers to promote healthy eating and physical activity standards, policies, and/or practices. Efforts focus on changing behaviors of children by supporting caregivers in the areas of nutrition, physical activity, and gardening. The YMCA Health Educator will provide support to National City Preschools which may or may not include site visits to Central Elementary, El Toyon Elementary, John A. Otis Elementary, Kimball Elementary, Las Palmas Elementary, Olivewood Elementary, Palmer Way Elementary, and/or Preschool Center. Details of support will be determined based on the needs of the sites, recommendations of the Health Educator, and at the discretion of the Director of Early Childhood Education.

### **Compensation**

These services will be provided at no cost to the DISTRICT or sites.

### **Indemnification and Hold Harmless**

YMCA shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the YMCA hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

### **Insurance**

YMCA shall provide, at its own expense, procure and maintain for the duration of this Agreement, General Liability insurance and proof of Workers Compensation (with waiver of subrogation) against claims which may arise from or in connection with the performance of this Agreement by YMCA, its agents, representatives, and employees in the amounts of \$1,000,000 per occurrence/ \$2,000,000 aggregate. The DISTRICT shall be named additional insured with endorsements. Such insurance shall survive after this agreement as permitted by law.

### **Term**

The term of this Memorandum of Understanding (MOU) shall be from January 1, 2020 through January 1, 2021. Notwithstanding, this MOU may be cancelled by either party at any time upon thirty (30) days written notice.

### **Other**

YMCA is an independent contractor and is not an agent or employee of the District. and will pay all applicable state, local and federal taxes and will maintain insurance coverage during the term of this agreement.

This Agreement is the complete and exclusive understanding of the parties and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.

**YMCA CHILDCARE RESOURCE SERVICE**

**NATIONAL SCHOOL DISTRICT**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Christopher Carson

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Asst. Superintendent, Bus. Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
October 10, 2019

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved:

**NATIONAL SCHOOL DISTRICT CONTACT PERSON**

Charmaine Lawson  
Director of Early Childhood Programs  
PRESCHOOL CENTER  
2401 East 24<sup>th</sup> Street, National City, CA 91950  
(P) 619 336 8670 (F) 619 336 8673  
(E) clawson@nsd.us

**YMCA CONTACT PERSON**

Cecilia Morley  
Health Educator/ Resource and Referral Department  
YMCA CHILDCARE RESOURCE SERVICE  
3333 Camino del Rio South #400, San Diego, CA 92108  
(P) 619 203 9036 (F) 619 521 3050  
(E) cmorley@ymca.org



Agenda Item: **14.E. Approve the National School District application for Inclusive Early Education Expansion Program (IEEEP) Grant (Exhibit B).**

Speaker: Sharmila Kraft, Assistant Superintendent, Educational Services

Quick Summary / Abstract: At the September 11, 2019 Board meeting, a discussion was held around exploring the Inclusive Early Education Expansion Program (IEEEP) grant. Additionally, it was shared that if the exploration led to an application for grant funds, the application would be presented for Board approval.

The period for the IEEEP one time grant period is a multi-year grant from December 2019-June 2023. The grant could cover costs associated with the following:

- o Professional development funds to ensure appropriate staff have proper training to support full inclusion
- o Funds to repair, renovate, modify, or build new facilities
- o Funds for the purchase of adaptive equipment or modify existing equipment

Approval of this item would allow the National School District staff to submit the grant to the California Department of Education by the due date of October 18, 2019.

Comments: National School District is applying in conjunction with other San Diego county school districts on the grant and with the support of the San Diego County Office of Education. The key focus areas of the grant application are adaptive facilities equipment and networked professional learning. All National School District preschools would be eligible for grant support.

There will not be an additional fiscal impact to the National School District for participation in this grant, however an in-kind match of 33% is outlined in the grant that consists of existing expenditures as well as future maintenance of any new equipment received. This match would total \$1,376,829 over the four-year grant timeline.

Full grant details can be found in Exhibit B.

Recommended Motion: Approve the National School District application for Inclusive Early Education Expansion Program (IEEEP) Grant (Exhibit B).

Financial Impact: None

Attachments:  
Exhibit B

Agenda Item: **15. HUMAN RESOURCES**

Agenda Item: **15.A. Approve the negotiated agreement between California School Employee Association (CSEA) and its National Chapter 206 and the Board of the National School District for the 2019-2020 school year.**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: The District and CSEA and its National Chapter 206, reached a tentative agreement for the 2019-2020 school year in September of 2019. Pursuant to the tentative agreement, the parties met to negotiate health and welfare benefits.

Comments: As a result of the tentative agreement, the District agrees to the following:

Article 12, Health and Welfare Benefits

Increase the District's annual maximum contribution per eligible full-time employees from \$13,684 to \$14,368.

The CSEA membership approved ratification of this tentative agreement on October 8, 2019.

Recommended Motion: Approve the negotiated agreement between California School Employee Association (CSEA) and its National Chapter 206 and the Board of the National School District for the 2019-2020 school year.

Financial Impact: Approximately \$86,184  
General Fund

Attachments:  
Tentative Agreement- CSEA

**The California School Employees Association  
and its National Chapter # 206  
and the  
National School District**

**September 12, 2019**

It is hereby agreed to between the California School Employees Association (CSEA) and its National Chapter #206 and the National School District (District) that the District will increase health benefit contributions per Article 12.1 as follows:

**HEALTH AND WELFARE BENEFITS**

12.1 **Benefit Allowance:** The District, on an annual basis, shall establish a "pool" to implement the District's maximum contribution per eligible employee for medical, dental, vision care and life insurance plans as selected by eligible employees. The District's maximum contribution per eligible of employee shall be ~~\$13,684~~ **\$14,368**.

Dated: \_\_\_\_\_

9/12/2019

Mona L. Ribada  
Mona Ribada  
Chapter 206 President

Dated: \_\_\_\_\_

9-12--19

Joni Collins  
Joni Collins  
Labor Relations Representative

Dated: \_\_\_\_\_

9/12/19

Leticia Hernandez  
Leticia Hernandez  
Assistant Superintendent of Human Resources

Agenda Item: **15.B. Approve Internship Agreement #CT3679 between the Trustees of the California State University on behalf of California State University San Marcos ("University") and National School District ("Learning Site").**

Speaker: Leticia Hernandez, Assistant Superintendent, Human Resources

Quick Summary / Abstract: Approval of this five-year agreement would allow California State University San Marcos counseling interns to serve students at National School District sites. The addition of the interns would provide additional social/emotional support to students.

Comments: The agreement outlines the responsibilities of California State University San Marcos and the District.

Recommended Motion: Approve Internship Agreement #CT3679 between the Trustees of the California State University on behalf of California State University San Marcos ("University") and National School District ("Learning Site").

Financial Impact: None

Attachments:  
CT3679



## COMMUNITY PARTNERSHIP AGREEMENT

This Community Partnership Agreement ("**Agreement**") is between the Trustees of the California State University on behalf of **California State University San Marcos ("University")** and **National School District ("Learning Site")**. This Agreement shall be effective as of the date of the last party's signature below. In consideration of the mutual promises set forth below, the University and Learning Site ("**parties**") agree as follows:

### I. Learning Site's Responsibilities

- A. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Provide student with a written description of the student's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
- E. The Learning Site will be responsible for additional requirements as determined by Learning Site such as a background check, fingerprinting and/or a tuberculosis test. California law may require the Learning Site to obtain Student's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the Learning Site's responsibility to 1) determine whether such requirements are required; 2) obtain the requirements from the Student(s); and 3) obtain criminal background clearance from the appropriate agency, and 4) maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
- H. Learning Site shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.

### II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
  - 1. Participate in all training required by the Learning Site.
  - 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
  - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - 4. Abide by the Learning Site's rules and standards of conduct.
  - 5. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- B. The University will advise student(s) that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.

- C. Provide the student(s) with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

### III. General Provisions

- A. This Agreement will become effective as of the date of the last party's signature below and continue for a period of 5 years. The Agreement may be terminated for any reason by either party upon providing the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. The Agreement may be renewed upon the mutual written consent of both parties.
- B. Learning Site shall defend, indemnify and hold harmless the University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the Learning Site, its officers, subcontractors, assignees, appointees, agents, or employees.  
University shall defend, indemnify and hold harmless Learning Site and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the University, its officers, agents, or employees.
- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- D. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University nor officers, employees or agents of the Learning Site. It is expressly understood that no employee, agent, partner or representative of either party is an employee, representative, partner or agent of the other party.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name, trademarks, or logos without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. University and Learning Site shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The University and Learning Site may be subject to various privacy, freedom of information and public records laws, and the University and Learning Site agree that they will cooperate and provide all necessary assistance in order to comply with these legal obligations.
- I. The parties agree to comply with all applicable federal, state and local laws and regulations, including but not limited to laws that prohibit discrimination, harassment, sexual misconduct, and retaliation. The Learning Site also agrees to comply with University policies governing discrimination, harassment, sexual misconduct, and retaliation, which are set forth in CSU Executive Orders 1095-1097, which should be reviewed at [www.calstate.edu](http://www.calstate.edu). Any violation of applicable law or CSU policy is grounds for the immediate termination of the Agreement.

- J. This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein. This Agreement may not be altered unless both parties agree in writing.
- K. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of San Diego, State of California.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated in writing to the following individuals.

TO UNIVERSITY:

Maria Froehle  
Contract Analyst  
California State University San Marcos  
333 S. Twin Oaks Valley Road  
San Marcos, CA 92096-0001  
[mfroehle@csusm.edu](mailto:mfroehle@csusm.edu)  
760.750.4468

TO FACILITY:

Christopher Carson  
Assistant Superintendent  
National School District  
1500 N Avenue,  
National City, CA 91950  
[ccarson@nsd.us](mailto:ccarson@nsd.us)  
619-336-7700

IN WITNESS WHEREOF, this Agreement has been executed and is effective as of the date of the last Party's signature below.

**National School District**

**California State University San Marcos**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher Carson  
Assistant Superintendent

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jill Litschewski  
Director, Office of Internships

In case of student injury, contact: Cal State San Marcos, University Police (760) 750-4567

Agenda Item:	<b>16. BUSINESS SERVICES</b>
Agenda Item:	<b>16.A. Accept gifts.</b>
Speaker:	Christopher Carson, Assistant Superintendent, Business Services
Rationale:	<ol style="list-style-type: none"> <li>1. \$670.00 from Ira Harbison PTA to Ira Harbison School for field trip transportation.</li> <li>2. \$500.00 from Mission Federal Credit Union to National School District for the Parent Summit.</li> <li>3. \$170.00 from Palmer Way PTA to Palmer Way School for field trip transportation.</li> <li>4. \$19.39 from Office Depot to Palmer Way School for sixth grade camp.</li> <li>5. \$150.00 from National City Elementary Teachers Association (NCETA) to Palmer Way School for sixth grade camp.</li> <li>6. Hybrid Stand Alone Nano Torque Generator (valued at \$10,869.56) from Primo Energy Inc. to Las Palmas School to promote and provide support for STEM activities.</li> </ol>
Quick Summary / Abstract:	<ul style="list-style-type: none"> <li>• Ira Harbison Parent Teacher Association (PTA) works throughout the year to support various programs at Ira Harbison School and National School District.</li> <li>• Mission Federal Credit Union is a community partner with an interest in supporting local youth.</li> <li>• Palmer Way PTA works throughout the year to support various programs at Palmer Way School and National School District.</li> <li>• Office Depot is a local community partner who supports youth.</li> <li>• The NCETA strives to improve the academic achievement of students in U.S. public schools, engage students in critical thinking, and provide educational experiences for students.</li> <li>• Primo Energy Inc. is a community partner with a interest in supporting local youth.</li> </ul>
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:	None



Agenda Item: **17. BOARD WORKSHOP**

Agenda Item: **17.A. Review and discuss suggested revisions and updates to Board Policies and Administrative Regulations.**

Speaker: Alma Sarmiento, Board President

Quick Summary / Abstract: Due to the high quantity of policies to review, Board members requested a workshop to discuss suggestions in more detail. Policy updates discussed in this workshop (See Exhibit C) will be brought forward at a subsequent Board meeting as consideration for adoption.

Comments: The process to review these policies will be divided into three parts:

Part 1: Administrative Policies and Board Bylaws (Sections 0000, 1000, and 9000)

Part 2: Business and Non-instructional Operations, Personnel, and Facilities.  
(Sections 3000 and 4000)

Part 3: Students and Instruction (Sections 5000 and 6000)

Suggested policy updates for Part 1: Sections 0000, 1000, and 9000. Board Bylaws, Board Policies and Administrative Regulations were presented to the Governing Board for first reading during a Regular Board meeting held on August 21, 2019 and Board Workshop on September 11, 2019.

Suggested policy updates for Part 2: Sections 3000 and 4000. Board Policies and Administrative Regulations were presented to the Governing Board for first reading during a Regular Board meeting held on August 21, 2019.

Suggested policy updates for Part 3: Sections 5000 and 6000 will be brought forward for a Board Workshop at separate meeting.

A critical role for Governing Boards is to regularly review and update District policies. National School District contracts with California School Boards Association's online policy information service that is continually updated. All suggested updates are customizable to meet the needs and practices of individual districts.

Attachments:  
Exhibit C

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

Agenda Item: **19. ADJOURNMENT**