



Governing Board Agenda

November 9, 2016

Welcome

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

Our Governing Board

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.

Barbara Avalos, Member

Ms. Avalos was first elected to the Governing Board in November 2008 and her present term expires December 2016.

Maria Betancourt-Castañeda, Member

Ms. Betancourt-Castañeda was first elected to the Governing Board in November 2014 and her present term expires December 2018.

Brian Clapper, President

Mr. Clapper was first elected to the Governing Board in November 2012 and his present term expires December 2016.

Maria Dalla, Clerk

Ms. Dalla was first elected to the Governing Board in November 2014 and her present term expires December 2018.

Alma Sarmiento, Member

Ms. Sarmiento was first elected to the Governing Board in November 1992 and her present term expires December 2018.

This meeting may be recorded

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

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

Speaking to the Board

If you wish to speak to the Board, please fill out a Request to Speak 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

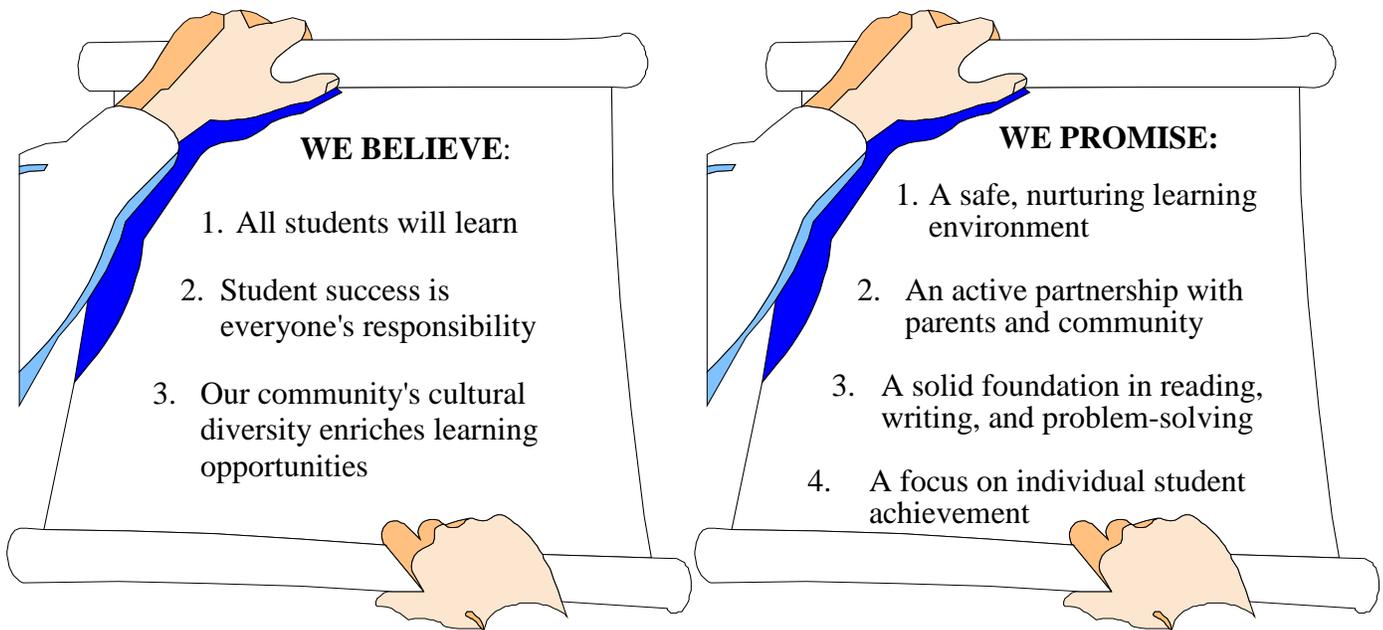
Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

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.

District Vision and Core Values

Creating Successful Learners...NOW





REGULAR MEETING OF THE GOVERNING BOARD

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

Wednesday, November 9, 2016

Closed Session -- 4:30 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

This meeting may be recorded

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

Creating Successful Learners... Now

November 9, 2016

1. CALL TO ORDER

2. PUBLIC COMMUNICATIONS

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

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION – 4:30 P.M.

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #14-3608
Case #CPUC A.15-04-012

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

Closed session in accordance with Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiator: Cindy Frazee
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 – None

November 9, 2016

10. PUBLIC COMMUNICATIONS

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

11. AGENDA

11.A. Approve agenda.

Leighangela Brady,
Superintendent

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on October 26, 2016.

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.

Cindy Frazee, Assistant
Superintendent, Human
Resources

12.C.II. Pre-approval to hire temporary employees.

Cindy Frazee, Assistant
Superintendent, Human
Resources

12.C.III. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources.

Cindy Frazee, Assistant
Superintendent, Human
Resources

12.C.IV. Approve the appointment of the PAR Council members for the 2016-2017 school year.

Cindy Frazee, Assistant
Superintendent, Human
Resources

12.D. Educational Services - None

Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

November 9, 2016

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

13.A. Set date, time and place of the Governing Board annual organizational meeting.

Leighangela Brady,
Superintendent

14. EDUCATIONAL SERVICES

14.A. Renew Contract #CT3171 for the 2016-2017 school year with Red Schoolhouse Software for Online Assessment Reporting System (OARS).

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

14.B. Report on Positive Behavior and Intervention Systems Programs.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

14.C. Report on National School District's After School Education and Safety Program (ASES).

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

14.D. Report by Beacon Classical Academy, National City, on 2015-2016 academic achievement and goals for 2016-2017.

Paula Jameson-Whitney, Assistant Superintendent, Educational Services

15. HUMAN RESOURCES - None

Cindy Frazee, Assistant Superintendent, Human Resources

16. BUSINESS SERVICES

16.A. Accept the following gifts:

1. \$609.00 from Lifetouch National School Studios to Olivewood School for school supplies and/or school related needs.
2. \$395.00 from Olivewood PTO to Olivewood School for field trip transportation.
3. \$579.53 from CEC Entertainment Inc. to Olivewood School for field trip transportation and/or school needs.

Christopher Carson,
Assistant
Superintendent,
Business Services

November 9, 2016

4. \$400.00 from Central School second grade teachers to Central School for field trip transportation.
5. \$2000.00 from Harmony and Health Foundation to Palmer Way School for sixth grade camp.

17. BOARD WORKSHOP - None

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

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

Agenda Item: **2. PUBLIC COMMUNICATIONS**

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

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

Agenda Item: **4. CLOSED SESSION – 4:30 P.M.**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #14-3608
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Title: Superintendent

Closed session in accordance with Government Code Section 54957.6: CONFERENCE
WITH LABOR NEGOTIATOR
Agency negotiator: Cindy Frazee
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:
Barbara Avalos
Maria Betancourt-Castañeda
Brian Clapper
Maria Dalla
Alma Sarmiento

Staff:
Leighangela Brady, Ed.D., Superintendent-Administration
Chris Carson, Assistant Superintendent-Business Services
Paula Jameson-Whitney, Assistant Superintendent-Educational Services
Cindy Frazee, Assistant Superintendent-Human Resources

Agenda Item: **9. PRESENTATIONS**

Quick Summary / None
Abstract:

Agenda Item:

10. PUBLIC COMMUNICATIONS

Quick Summary /
Abstract:

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

Agenda Item: **11. AGENDA**

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

Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve agenda

Agenda Item: **12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

Quick Summary /
Abstract: All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items 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.

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 October 26, 2016.**

Speaker: Leighangela Brady, Superintendent

Attachments:
Board Minutes - 10/26/2016

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

October 26, 2016
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:03 PM:

Present:

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

1. CALL TO ORDER

President Clapper called the public meeting to order at 5:04 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session was held from 5:04 p.m. to 5:59 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Education Code Section 48918: Student Expulsion - Student ID #3708216; Government Code Section 54956.9: Conference with Legal Counsel-Existing Litigation-Case #14-3608; Government Code Section 54957: Public Employee Discipline/Dismissal/Release; Government Code Section 54957: Public Employee Appointment-Assistant Principal; Government Code Section 54957: Public Employee Performance Evaluation-Superintendent; and with Government Code Section 54957.6: Conference with Labor Negotiator - Agency negotiator: Cindy Frazee, Employee organizations: California School Employees Association, National City Elementary Teachers Association. All board members were present. Sam Shepard was present from 5:08 p.m. to 5:28 p.m. Cindy Frazee was present from 5:08 p.m. to 5:39 p.m. Paula Jameson-Whitney was present from 5:40 p.m. to 5:48 p.m. Leighangela Brady was present from 5:04 p.m. to 5:59 p.m.

5. RETURN TO OPEN SESSION

6. CALL TO ORDER

President Clapper called the public meeting to order at 6:02 p.m.

7. PLEDGE OF ALLEGIANCE

President Clapper led the Pledge of Allegiance.

8. ROLL CALL

Yvette Olea took roll call.

9. PRESENTATIONS

9.A. Presentation by Ira Harbison School students.

Students from Ira Harbison School gave a presentation on PBIS. Board members, Avalos and Sarmiento presented each of the students with a certificate, book and bookmark.

9.B. Recognize Mrs. Priscilla Gray, Ira Harbison School, as the National School District Volunteer of the Month for October 2016.

Recognized Mrs. Priscilla Gray, Ira Harbison School, as the National School District Volunteer of the Month for October 2016. Principal, Elena De La Rosa, introduced Mrs. Gray and commented on her many fine qualities. On behalf of the Governing Board, Maria Dalla, presented Mrs. Gray with a certificate and logo clock.

9.C. Introduce and welcome the new employees.

Cindy Frazee, Assistant Superintendent of Human Resources, introduced and welcomed the new employees.

10. PUBLIC COMMUNICATIONS

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve agenda Passed with a motion by Ms. Alma Sarmiento 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. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

Motion Passed: Approve Consent Calendar Passed with a motion by Ms. Maria Dalla and a second by Ms. Barbara Avalos.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on October 12, 2016.

12.B. Administration

12.C. Human Resources

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

12.C.II. Pre-approval to hire temporary employees.

12.C.III. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources.

12.D. Educational Services

12.D.I. Adopt Resolution #16-17.18 proclaiming the week of November 14-18, 2016 as School Psychologist Week in the National School District.

12.E. Business Services

12.E.I. Authorize the Assistant Superintendent of Business Services to advertise for Request for Proposals (RFP) #16-17-236 Voice Over Internet Protocol (VoIP) Services at Various Sites.

12.E.II. Authorize the Assistant Superintendent of Business Services to advertise for Request for Proposals (RFP) #16-17-237 Voice Over Internet Protocol (VoIP) Services at Palmer Way School.

12.E.III. Adopt Resolution #16-17.19 authorizing National School District to participate in the National Cooperative Purchasing Alliance (NCPA) program for the acquisition of materials, equipment, and supplies.

13. GENERAL FUNCTIONS

14. EDUCATIONAL SERVICES

14.A. Approve Independent Contractor Agreement #CT3338 with San Diego Guild of Puppetry to provide an 18 week puppet theater residency for Palmer Way School students in grades two and five.

Motion Passed: Approve agreement Passed with a motion by Ms. Barbara Avalos and a second by Ms. Alma Sarmiento.

Yes Ms. Barbara Avalos

Yes Ms. Maria Betancourt-Castañeda

Yes Mr. Brian Clapper

Yes Ms. Maria Dalla

Yes Ms. Alma Sarmiento

14.B. Approve Non-Public School Individual Service Agreement #CT3348 with Aseltine School to provide an educational program for special education student #3704020.

Motion Passed: Approve agreement 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. Report by Integrity Charter School on 2015-2016 academic achievement and goals for 2016-2017.

Dr. Fahey, Director of Integrity Charter School gave a report regarding Integrity Charter School's 2015-2016 academic achievement and goals for 2016-2017.

14.D. Report by Beacon Classical Academy, National City, on 2015-2016 academic achievement and goals for 2016-2017.

Dr. VanNice, Director of Beacon Classical Academy, National City gave a report regarding Beacon Classical Academy's 2015-2016 academic achievement and goals for 2016-2017.

15. HUMAN RESOURCES

16. BUSINESS SERVICES

16.A. Authorize the Assistant Superintendent of Business Services to advertise for Request for Qualifications (RFQ) #16-17-238 for Cost Estimating Services.

Motion Passed: Authorize to advertise 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

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

Mrs. Avalos shared that she attended several events, including the Salute to Navy Luncheon, the Olivewood School Red Ribbon Event and the State of the City Address. She thanked the charter schools for their presentations. She also thanked the students for their wonderful presentation. She wished Mrs. Betancourt-Castañeda a happy birthday.

Mrs. Betancourt-Castañeda thanked the students for their presentation and congratulated the Volunteer of the Month. She shared that she also attended the Olivewood School Red Ribbon Event and was excited to see a helicopter land at the event.

Mrs. Sarmiento asked staff to look into the possibility of getting assistance with the tree trimming efforts from the City and SDG&E.

Mrs. Dalla shared how proud she is of the student presenters. She gave kudos to Mrs. Porter. She thanked the charter schools for their presentations. She wished Mrs. Betancourt-Castañeda a happy birthday.

Mrs. Frazee thanked the students for their presentation and congratulated the Volunteer of the Month.

Mr. Carson followed up on a question from the previous meeting regarding the balance of the sixth grade camp fund account, which is currently \$3,589. He also shared that he and Mrs. Frazee gave a presentation to CSEA members regarding health and welfare benefits costs. He wished Mrs. Betancourt-Castañeda a happy birthday.

Mrs. Jameson-Whitney thanked the students for their lovely presentation. She thanked the charter schools for their presentations. She followed up on a question from the previous meeting regarding SES program monitoring and informed the Board that they would receive a schedule in their Friday packet.

Dr. Brady shared good news from the district. She wished Mrs. Betancourt-Castañeda a happy birthday. She also asked the Board to consider dates for special board meetings to visit the charter schools and to have a budget workshop.

Mr. Clapper thanked the students for their presentation. He invited everyone to visit the OneSight program, which begins on Monday at the Camacho Center. He thanked the charter schools for their presentation. He wished Mrs. Betancourt-Castañeda a happy birthday.

19. ADJOURNMENT

The meeting was adjourned at 8:36 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

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

Speaker: Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

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

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

Speaker: Cindy Frazee, 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

November 9, 2016

<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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Additional Duties

1. Evy Baca	English Learner Site Liaison Rancho de la Nación School	2016-2017 school year	\$1,000 per year	Site Funds
2. Maria Duarte	English Learner Site Liaison Central School	2016-2017 school year	\$1,000 per year	Site Funds
3. Jessica Gastelum	50% Technology Site Liaison Lincoln Acres School	2016-2017 school year	\$500 per year	Site Funds
4. Dalilah Gil-Dang	English Learner Site Liaison Lincoln Acres School	2016-2017 school year	\$1,000 per year	Site Funds
5. Jackie Ma	50% Technology Site Liaison Lincoln Acres School	2016-2017 school year	\$500 per year	Site Funds
6. Kirsten Madueña	Technology Site Liaison Rancho de la Nación School	2016-2017 school year	\$1,000 per year	Site Funds
7. Michelle Manchester	Technology Site Liaison Central School	2016-2017 school year	\$1,000 per year	Site Funds
8. Linda Vazquez	Technology Site Liaison Olivewood School	November 1, 2016	\$1,000 per year	Site Funds

Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS

November 9, 2016

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

9. Rebecca Rojas	Instructional Assistant Special Education 3 hours per day 210 days per year Ira Harbison School	November 10, 2016	Range 16, Step 1	General Fund
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Contract Extension/Change

10. Salvador Gallo	From Custodian – Night to Custodian - Day 8 hours per day 12 months per year John Otis School	November 7, 2016	Range 19, Step 1	General Fund
11. Gustavo Lucero	From Maintenance Worker – HVAC to Lead HVAC/Locksmith Maintenance Worker 8 hours per day 12 months per year District Maintenance and Operations Department	November 1, 2016	Range 30, Step 1	General Fund

Unpaid Leave of Absence

None				
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Agenda Item: **12.C.II. Pre-approval to hire temporary employees.**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: At the May 26, 2016 Board Meeting, the Governing Board pre-authorized the Assistant Superintendent of Human Resources to offer employment to temporary certificated employees for the 2016-2017 school year.

Comments: Pursuant to Education Code there are several types of temporary teacher contracts that the District utilizes. There are categorical temporary teachers paid with categorical funds, such as Title I. Typically in our district, these are Impact Teachers. The second type are Leave Replacement temporary teachers who are hired to backfill a vacancy created by a teacher on a leave of absence. The third type of temporary teacher contract is for a short term assignment. This type of contract is utilized for teachers administering the annual California English Language Development Test (CELDT) to students and for teachers who work with students who are not yet assigned to a classroom at the beginning of school year (Overflow Teachers).

The law is very specific about the steps which are required to hire temporary teachers. Court rulings have ordered districts to hire temporary teachers as permanent employees when these steps are not followed. Prior to employment by the District, the employee must be told the position is temporary, it must be Board approved and the employee must sign the contract before working.

Upon review of the procedures in Human Resources in 2009, the District was advised to have the Governing Board in the Spring of each year authorize the Assistant Superintendent, Human Resources to hire up to a set amount of temporary employees in each of the areas. Since 2009, the Governing Board has approved an agenda item for this purpose each Spring. The Human Resources department provides an agenda item each month to the Governing Board reporting the temporary employees that have been hired during that period of time. This practice has allowed the Human Resources Department to ensure compliance with Education Code and to be responsive to the needs at the school sites.

Attachments:

Pre-Approved Temporary Hires

**Temporary Hires Pre-Approved
11/9/16**

Name	Position	Location	Effective Date
1. Sara Hennessy	Impact Teacher	Olivewood School	November 14, 2016

Agenda Item: **12.C.III. The employee resignations/retirements on the attached list were accepted by Cindy Frazee, Assistant Superintendent of Human Resources.**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Attachments:
Resignations/Retirements

Resignations/Retirements 11/9/16			
Name	Position	Location	Effective Date
Melina Rojas	Instructional Assistant – Preschool	Las Palmas School	October 31, 2016
Arnoldo Villaescusa	Custodian – Day	Kimball School	December 30, 2016

Agenda Item: **12.C.IV. Approve the appointment of the PAR Council members for the 2016-2017 school year.**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

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

Financial Impact: PAR Council K-6 members will receive \$1,500 per year
PAR Council chair receives and additional \$1,000 per year
Annual Cost
General Fund

Attachments:
2016-2017 PAR Council Members

PAR COUNCIL 2016-2017

Name	School	PAR Council Position
Eleanor Cruz	Olivewood School	Chair
Karolyn Kmet-Moran	Olivewood School	Member
Mary Kay Rosinski	Palmer Way School	Member

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

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary /
Abstract: None

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

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

Attachments:
Exhibit A

Agenda Item: **13. GENERAL FUNCTIONS**

Agenda Item: **13.A. Set date, time and place of the Governing Board annual organizational meeting.**

Speaker: Leighangela Brady, Superintendent

Quick Summary /
Abstract: Education Code Sections 35143 and 72000 provide that:

The annual organizational meeting for 2016 shall be held between December 2 and December 16, inclusive.

The day and time of the annual organizational meeting shall be selected by the Board at its regular meeting held immediately prior to December 1, unless otherwise provided by rule of the Governing Board.

Comments: The Superintendent recommends that the annual organizational meeting be set for December 14, 2016, at 6:00 p.m. at the Administrative Center, 1500 N Avenue, National City.

Recommended
Motion: Set December 14, 2016, at 6:00 p.m. at the
Administrative Center, 1500 N Avenue, National City.

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Renew Contract #CT3171 for the 2016-2017 school year with Red Schoolhouse Software for Online Assessment Reporting System (OARS).**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: In 2011, the District adopted the Online Assessment Reporting System (OARS) as the assessment and reporting tool that would be used to support the gathering and basic reporting of classroom assessment information. OARS is a comprehensive suite of tools that is used to collect, report, and analyze student assessment results in the District.

Comments: The original agreement with Red Schoolhouse Software was a three year contract, which is now renewed on an annual basis. The District utilizes OARS for a variety of assessment and reporting services for students, staff, and parents. This contract covers additional item bank modules in English and Spanish, test administration in an online environment similar to what is currently used for the new State assessments, RCD assessments, access to student state results, report cards, and gradebook features.

Recommended Motion: Renew Contract

Financial Impact: Not to exceed \$65,000
Annual Cost
General Fund

Attachments:
CT3171

CT3171

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is made and entered into this 10th day of November, 2016, by and between Database Depot, Inc., a corporation of the State of California doing business as Red Schoolhouse Software, having its principal place of business in Los Angeles, California ("Licensor")

and

National School District, having its principal office in National City, California ("Licensee").

WHEREAS, Licensor has developed and owns certain software useful to schools and school districts for the collection, reporting and analysis of local assessment results (the "Local Assessment Module"), for the reporting and analysis of state assessment results (the "State Assessment Module"), for administering assessments to students online (the "Online Assessment Module"), for collecting assessment results with proprietary scanning software ("ScanOARS"), and for creating student Report Cards online ("the Online Report Card Module") collectively, the "OARS Software"; and

WHEREAS, Licensor has entered into an agreement with Sanford Systems, Inc., a corporation of the State of California doing business as Key Data Systems, the developer and owner of the INSPECT item bank ("INSPECT"), whereby Licensor can provide INSPECT in conjunction with its OARS Software; and

WHEREAS, Licensee desires to acquire a license from Licensor for selected uses of OARS as listed in Exhibit A, and Licensor desires to grant Licensee a license for such uses pursuant to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, and for other good and valuable consideration pursuant to this Agreement, the parties hereby agree as follows:

I. DEFINITIONS

1. "OARS Software" shall mean the Online Assessment Reporting System ("OARS") software and database developed, owned and copyrighted by Licensor and, for the purposes of this Agreement, as further described in Exhibit B.
2. "INSPECT" shall mean the database of test questions also known as "Identifying Needs: Standards Proficiency Exams for California Teachers," developed, owned, and copyrighted by Key Data Systems as further described in Exhibit C.

3. "Licensed Software" shall mean the OARS Software and, if applicable, INSPECT, as listed in Exhibit A.
4. "OARS Server" shall mean any computer owned or leased by Licensor, upon which the OARS Software and/or INSPECT shall be installed.
5. "Licensed Use" shall mean those uses of OARS listed in Exhibit A.
6. "Annual License Fee" shall mean the annual license fee payable for the Licensed Use in accordance with the provisions of this Agreement.
7. "Effective Date" shall mean the last date that this Agreement is signed and dated by the parties hereto.
8. "Start Date" shall mean a date ten (10) business days after the Effective Date of this Agreement.
9. "School Year" shall mean the period of time between July 1 of one calendar year and June 30 of the following year, inclusive.

II. LICENSE GRANT

1. Non-Exclusive License. Licensor grants to Licensee a non-exclusive right and license to use the Licensed Software for the Licensed Use for a license term (the "License Term") that commences upon the Effective Date of this Agreement and continues until June 30 of the year selected in Exhibit A subject to payment each year of the Annual License Fee in accordance with the provisions of Section V of this Agreement.
2. Ownership of Licensed Software. Licensor will remain the sole and exclusive owner of all right, title, and interest in and to the OARS Software, and all intellectual property rights related thereto, except for those license rights granted under this Agreement. Sanford Systems, Inc. will remain the sole and exclusive owner of all right, title, and interest in and to INSPECT, and all intellectual property rights related thereto, except for those license rights granted under this Agreement. Licensee shall have no right to sell, assign, transfer or license any rights, or otherwise grant any sub-licenses under this Agreement.
3. Restricted Access. Licensee will ensure that access to the Licensed Software is limited to Licensee's employees, officers and directors for the Licensed Use only. Showing, demonstrating, or disclosing the specifications, design, features, or operation of the Licensed Software or providing copies of screenshots or report formats to any person who is not an employee, officer or director of Licensee is in violation of the confidentiality provisions of Section XI of this Agreement and is strictly prohibited unless approved in writing in advance by Licensor.

4. Access for Non-Employee Consultants: If Licensee wishes to provide access to OARS to non-Employee consultants, it should submit a written request for consideration to Licensor. Licensor shall not unreasonably deny such requests.

III. SYSTEM OPERATION

1. OARS Implementation. Licensee and Licensor hereby agree to implement OARS as described in Exhibit D.
2. User Internet Access. Licensee will provide users with sufficient access to an Internet-connected computer and ensure that a supported web-browser is installed. Fully supported web-browsers are defined under Exhibit B.
3. Backups. Licensor has established an automated process by which selected data from the current School Year will be backed up on a nightly basis. Nightly backups will be retained for 1 month; weekly backups will be retained for 3 months; Monthly backups will be retained for 1 year. One annual backup of Licensee's completed database shall be made at the end of each School Year, and retained until the termination of this agreement.
4. Software Updates. Periodically, Licensor will install software and security updates on the OARS Servers. To the extent practicable, Licensor will install such updates at night so as to minimize interruption to users. In the event that a security update is deemed crucial to the secure functioning of the system, Licensor reserves the right to shut down the OARS Servers without notice to install the required security update.
5. Technical Support. In the event of failure of any OARS Server or the OARS Software, Licensor will rectify the problem within two (2) business days following notification by Licensee, unless otherwise agreed upon.

IV. TRAINING AND TECHNICAL SUPPORT

1. Free-of-Charge User Training. If applicable, Licensor will provide free-of-charge User Training up to the amount shown in Exhibit A.
2. Additional User Training. After Licensee has received the full amount of free-of-charge User Training shown in Exhibit A, Licensee may purchase Additional User Training at a rate of One Thousand Five Hundred Dollars (\$1,500.00) per day per trainer. Wherever travel is required, billing will include reimbursement of reasonable travel expenses. Additional User Training may be conducted in either Lecture Format, Workshop Format, or Webinar Format as described under Paragraph 3 of this Section IV.

3. Training Format. User Training may be conducted in either Lecture Format, Workshop Format, or Webinar Format as follows:
 - a. Lecture Format (Maximum of 100 Participants): The focus of this training will be to explain and demonstrate the features and uses of OARS. Licensee will make available a training venue suitable for up to one hundred (100) participants in a lecture-seating setting.
 - b. Workshop Format (Maximum of 30 Participants): The focus of this training will be to facilitate practical hands-on experience using OARS. Licensee will make available a training venue for up to thirty (30) participants, and provide each participant with an Internet-connected computer.
 - c. Webinar Format (Unlimited Webinar Participants; limit of 60 concurrent OARS users during a webinar): Webinars can be scheduled on a variety of topics for an unlimited number of participants in multiple locations. Webinars are facilitated by Red Schoolhouse Software staff at the Red Schoolhouse Software office in Los Angeles. For maximum benefit, Licensee should provide its own staff to monitor and support delivery of training on site.
4. Length of Training. In order to ensure the highest possible quality, Licensee shall not schedule training for more than six hours per day per trainer. A longer training day may be arranged on a case-by-case basis, however any additional time over six hours shall be billed at a rate of \$250 per hour per trainer.
5. Scheduling Training. User Training must be scheduled at least fifteen (15) business days in advance. Any training scheduled with fewer than fifteen (15) business days notice shall incur a surcharge of \$500.
6. Canceling Training. Licensee may cancel any scheduled training without penalty by notifying Red Schoolhouse Software at least fifteen (15) business days before the training is to occur. Cancellation with fewer than fifteen (15), but more than five (5), days notice shall result in a reduction by half a day of Free User Training (if applicable), or a \$500 charge per day and per trainer. Cancellation with five (5) or fewer days notice shall result in the forfeiture of one (1) full day of Free User Training (if applicable), or a charge of \$1,500.00 per day and per trainer.
7. Custom Configuration of Assessments. Licensor will provide Licensee with a comprehensive list of publisher-created assessments ("Library Assessments") that can be configured in OARS. Furthermore, OARS offers tools that allow users to develop and implement their own assessments in the software, including the Key Editor and INSPECT. On a best-efforts basis, Licensor will assist Licensee with the configuration of assessments that are not available in the list of Library Assessments, and that cannot easily be configured with the Key Editor and INSPECT, subject to the following conditions:

- a. Licensee must provide Licensor with appropriate and sufficient information to configure the assessment. This may include answer keys, scoring sheets, and standards alignments. THIS INFORMATION SHOULD BE PROVIDED IN AN EDITABLE, ELECTRONIC FORMAT, e.g. MICROSOFT EXCEL.
 - b. Licensee should provide the necessary information at least two (2), but preferably four (4), weeks prior to needing the assessment available in OARS. While Licensor will make every attempt to configure the assessment within two weeks, the time necessary can vary depending on the complexity of the assessment, the number of assessment requested, and the current workload of Licensor. During peak periods like the start of the School Year, a completion timeline of four (4) weeks is more likely.
 - c. Licensor reserves the right to limit this service to assessments that are likely to be administered by most or all teachers for the applicable grade level or course.
 - d. While there is no charge for configuration of custom assessments, and there is no limit to the number of requests that Licensee may make, this service is provided only on a best efforts basis, and Licensor makes no guarantee as to the number of assessments that can be configured, and the speed with which the configuration can be accomplished.
8. Technical Support. Licensor will respond to up to thirty (30) phone and/or email technical support requests (“Technical Support”) from Licensee per calendar month. Technical Support requests in excess of thirty (30) per calendar month will be billed to Licensee at a rate of Ten Dollars (\$10.00) per incident. To reduce the likelihood of incurring Technical Support fees, Licensor encourages Licensee to route certain basic technical support inquiries through a district contact and support person.
9. Software Customization and Consultation. At its sole discretion, Licensor may agree to develop custom features or reports for Licensee, or provide consultations to Licensee in areas that fall beyond the scope of the OARS software and the support described in this Section IV. Such support will be invoiced at a rate of \$50.00 per hour for clerical support, \$250.00 per hour for programming support, and \$2,000.00 per day for special consultations.

V. ANNUAL LICENSE FEE

Annual License Fee. The license granted in Section II of this Agreement is granted subject to payment each year of a non-refundable annual license fee (the “Annual License Fee”). The Annual License Fee for each year of the License Term will be as shown in Exhibit A.

VI. OTHER FEES

Fees for Additional User Training, Technical Support requests (beyond the 30 allowed per month), and Software Customization and Consultation shall be billed in accordance with the terms of Section IV, Paragraphs 2, 7 and 8 respectively.

VII. PAYMENT TERMS

1. Payment Terms.
 - a. Licensee will pay the Annual License Fees to Licensor in accordance with the schedule shown in Exhibit A.
 - b. Fees for Additional User Training, Technical Support requests, and Software Customization and Consultation are due and payable by Licensee to Licensor within thirty (30) calendar days of date of invoice.
2. Late Fees. Any payments not received within thirty (30) calendar days after the due dates specified in Paragraph 1 of this Section VII, will be subject to a fifty (50) dollars late fee, and will incur finance charges calculated at a rate of Prime (as determined by Wells Fargo Bank of Los Angeles, California) plus 3%.

VIII. LIABILITY

To the best knowledge and belief of the Licensor, the Licensed Software is free from errors or omissions and is effective for its intended purpose. Notwithstanding, Licensor does not warrant the performance of the Licensed Software and will not be liable to Licensee for any personal injury or damage sustained by Licensee in the use and operation of the Licensed Software under this Agreement. Further, and under no circumstance and under no legal theory (tort, contract or otherwise), will Licensor be liable to Licensee or any other person for any direct, general, indirect, special, incidental, consequential, exemplary, or other damage of any character, including without limitation, damage for the loss of good will, work stoppage, lost profit, computer failure or malfunction, or any and all commercial damages or losses resulting from the use, inability to use, or performance of the Licensed Software. The cumulative liability of Licensor to Licensee for all claims relating to the Licensed Software and/or this Agreement, including any cause of action for breach of warranty or other cause of action in contract, tort or strict liability, shall not exceed the amount of the Annual License Fee paid to Licensor hereunder. This limitation of liability shall apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Furthermore, this limitation of liability shall have precedence over any language describing Licensor's liability found in accompanying district contracts or Purchase Orders that may or may not be required as part of Licensee's standard procedures.

IX. WARRANTIES

Licensor hereby warrants the following:

1. Ownership Rights. The OARS Software is owned solely by Licensor. To the best knowledge and belief of Licensor, INSPECT is owned solely by Sanford Systems, Inc. and no other entity has any ownership right in or to any portion of the Licensed Software.
2. Power and Authority. Licensor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance, to the best knowledge and belief of Licensor will not violate the rights of any third party.
3. Legal Proceedings. There is no action, suit, proceeding or material claim or investigation pending or threatened against the Licensor in any court or by any federal, state or municipal or other governmental department, commission, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Licensed Software or restrict the Licensor's ability to complete the transactions contemplated hereby. Licensor knows of no basis for any such action, suit, claim, investigation or proceeding.
4. Compliance with Laws and Regulations. To the Licensor's best knowledge and belief, as of the date of this Agreement, the Licensed Software complies with all relevant federal, state and local laws and regulations.
5. Non-Infringement. To the Licensor's best knowledge and belief, the Licensed Software does not violate nor infringe upon the rights of any third party, including without limitation, any patent rights, trademark rights, trade secret rights, or other proprietary rights of any kind.
6. Disclaimer. Licensor makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for any particular purpose.

X. TERMINATION

1. Termination by Licensor. Licensor may terminate this Agreement at any time in the event of:
 - a. Bankruptcy or assignment for the benefit of creditors of the assets of Licensee.
 - b. Any breach of this Agreement by Licensee that is not corrected by Licensee within thirty (30) calendar days after written notification thereof by Licensor.

- c. Failure by Licensee to pay in full any Annual License Fee within sixty (60) calendar days from the due date thereof.
 - d. Failure by Licensee to pay in full any invoice from Licensor for Additional User Training or Technical Support requests within sixty (60) calendar days of date of invoice.
2. Termination by Licensee. Licensee may terminate this Agreement at any time in the event of:
- a. Bankruptcy or assignment for the benefit of creditors of the assets of Licensor.
 - b. Any breach of this Agreement by Licensor that is not corrected by Licensor within thirty (30) calendar days after written notification thereof by Licensee.
 - c. For any other reason by giving thirty (30) calendar days notice in writing to Licensor, subject to paragraph 3(b) of this Section X.
3. License Fees Payable in the Event of Termination by Licensee.
- a. If Licensee terminates this Agreement in accordance with the provisions of either paragraph 2(a) or 2(b) of this Section X, Licensee shall be liable to pay in full the Licensee Fees shown in Exhibit A for all completed years of service provided under this Agreement, and to pay the License Fee for any partial year of service on a pro-rata basis.
 - b. If Licensee terminates this Agreement in accordance with the provisions of paragraph 2(c) of this Section X, the full amount of the License Fees shown in Exhibit A for ALL years under this Agreement shall become immediately due and payable.

Licensee understands and agrees that its payment obligations under paragraph 3 of this Section X shall survive any termination of this Agreement.

4. Deletion of Data Upon Termination. Upon termination of this Agreement, all Licensee Data shall be permanently deleted for all OARS servers.

XI. SUSPENSION OF SERVICES

As an alternative to Termination, as described in Section X, Licensor may elect at its sole discretion to suspend all services for any failure by Licensee to pay the Annual License Fee or any other outstanding invoice in accordance with Section X, Paragraphs 1(c) and 1(d). Licensor will resume services once the outstanding invoices have been paid. Suspension of services, no matter how long, shall not entitle Licensee to any reduction in License Fees.

XI. CONFIDENTIAL INFORMATION

Licensors acknowledge that it understands the importance of protecting the confidentiality of personally identifiable student and teacher information and that it will make all reasonable efforts to protect such data, including:

1. Licensors shall transfer student and teacher information via Secure File Transfer Protocol (SFTP), or as encrypted attachments to emails.
2. Licensors shall ensure that all web pages served by the OARS Server are served using 128-bit Secure Socket Layer (SSL) technology, such that the information passed between the user's computer and the OARS Server is encrypted in both directions.
3. Licensors shall on an as-needed basis install all known security updates onto the OARS Server.
4. Licensors shall employ a firewall to further secure the OARS Server by closing all ports not needed by users and system administrators.
5. Except as required by law, or compelled by a court order, Licensors shall not provide any personally identifiable data stored on the OARS server to any third party without the written consent of Licensee.

Licensee acknowledges that the only completely secure system would be one to which no one has access. Licensee has chosen to allow Licensors to host the OARS software, to import student and teacher information into OARS, and to serve it over the Internet, with full understanding of the attendant risks.

Licensee assumes all responsibility for establishing policies for allowing users access to OARS, what access privileges those users shall have, and when and how passwords should be changed.

Except as otherwise required by law, Licensee agrees to maintain in confidence any and all proprietary information of Licensors disclosed to it, directly or indirectly, in connection with this Agreement ("Proprietary Information"). Proprietary Information includes the specifications, design, features, operation and functional attributes of the OARS Software, report formats, services, pricing and other terms of this Agreement and its Exhibits A, B, C, D and E, and all other information related to the business and plans of Licensors. Proprietary Information does not include any information made public by Licensors through its web site or other promotional materials.

Except as otherwise required by law, Licensee shall hold Proprietary Information in confidence for a period of five (5) years from the date of receipt thereof and may only disclose Proprietary Information on a "need-to-know" basis to employees, officers and directors of Licensee and only provided that all such individuals are informed of, and bound by, equivalent obligations to maintain such Proprietary Information in confidence.

Licensee understands and agrees that the confidentiality obligations of this Section XI shall survive any termination of this Agreement.

XII. GENERAL PROVISIONS

1. Governing Law. The validity, interpretation and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California.
2. Force Majeure. Licensor shall not be held in default of any of its obligations in the event that its performance hereunder is delayed or prevented by causes beyond its control, including, but not limited to, acts of God, war, earthquake, flood, fire, utility or transmission failures, sabotage, labor disputes, riots or other acts of civil disobedience.
3. Waiver. No waiver by either party of any default under or breach of this Agreement shall be deemed a waiver of any subsequent default or breach of the same or other provisions of this Agreement.
4. Section Headings. Section headings are for the convenience of the parties to this Agreement only, and do not form part of the terms and conditions hereof.
5. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties to this Agreement, and supersedes all prior understandings, agreements and communications, written or oral, between the parties. Moreover, this Agreement may only be amended by written amendment executed by both parties to this Agreement. In the event that Licensee attaches this Agreement to or references it in any Purchase Order, Contract, or similar document that contains terms and conditions in conflict with this Agreement, Licensee irrevocably agrees that all rights and obligations of Licensor and Licensee in connection with this Agreement are determined solely by the terms and conditions herein.
6. Severability of Provisions. In the event that any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, void or unenforceable, such provision or the application thereof shall be deemed stricken and not part of this Agreement so that the remaining portions of this Agreement can be given effect without the invalid void or unenforceable provision or application and to this end, the provisions of this Agreement are severable.
7. Arbitration. Any and all disputes, controversies or differences which may arise under the terms of this Agreement shall be settled by arbitration in the City of Los Angeles, State of California, in accordance with the rules of the American Arbitration Association then existing, and any such award as rendered by the Arbitrator(s) shall be final and binding upon the parties hereto and enforceable by any court of competent jurisdiction.

8. Notices. Any notices permitted or required under this Agreement shall be in writing and shall be sent or delivered to the receiving party at the addresses set forth below, or to such other person, or at such other address as either party may from time to time designate in writing:
- a. To Licensee: Please refer to Exhibit A.
 - b. To Licensor: Axel Shalson, President, Red Schoolhouse Software, 3607 Seneca Avenue, Los Angeles, CA 90039.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

LICENSOR:

Dated: _____

Axel Shalson
President
RED SCHOOLHOUSE SOFTWARE

LICENSEE:

Dated: _____

Name:
Title:
NATIONAL SCHOOL DISTRICT

Software License Agreement - Exhibit A

Licensee: National School District
1500 N Ave.
National City, CA 91950-4827

Contact for Notices: Mr. Oscar Gil, Database Analyst

License Term: Effective Date through June 30, 2017

Licensed Uses: Local Assessment Module (Unlimited Assessments)
ScanOARS Plain-Paper Scanning Module
State Assessment Module (STAR, CELDT, CAHSEE and CAASPP)
INSPECT Item Bank Module
Online Assessment Module (With INSPECT)
FAIB Item Bank Module
Online Assessment Module (With FAIB)
Report Card Module

On-site Training: 1 day of Free-of-Charge training is available under this Agreement.
Additional training is available for \$1500/day plus reasonable travel expenses.

License Fees: Please see next page.

Payment Terms: Please see next page.

Licensee's Initials: _____ Licensor's Initials: _____

License Fees and Payment Terms

Year 1 (Effective Date through June 30, 2017)

Category	Unit Cost	Quantity	Total
Setup and Maintenance Fee	\$3,000.00	n/a	\$3,000.00
OARS Student License Fee	\$2.75	6015	\$16,541.25
INSPECT License Fee	\$1.50	6015	\$9,022.50
FAIB License Fee	\$2.75	6015	\$16,541.25
Report Card License Fee *	\$0.50	5825	\$2,912.50
Physical Fitness Test Module	\$0.20	914	\$182.80
Total			\$48,200.30

Full payment for Year 1 shall be due within 30 days of the Effective Date.

* Licensors shall invoice Licensees for modifications made to Report Card PDFs after they have been initially designed and approved. Clerical tasks shall be billed at rate of \$75/hour, while programming tasks shall be billed at a rate of \$150/hour, both with a one-hour minimum.

Licensee's Initials: _____ Licensors Initials: _____

SOFTWARE LICENSE AGREEMENT - EXHIBIT B

OARS SYSTEM SPECIFICATIONS

The Online Assessment Reporting System (OARS) is a powerful web-based software package useful to teachers, school and district administrators, and instructional support personnel. The OARS system specifications include:

I. SOFTWARE FEATURES

OARS is comprised primarily of following modules:

1. The **Local Assessment Module** allows districts to implement in OARS assessments that they have developed themselves or that they have purchased.
2. The **State Assessment Module** currently allows districts to view and analyze results from the California Standards Test (CST), the California Achievement Test (CAT-6), the California English Language Development Test (CELDT) and the California High School Exit Exam (CAHSEE).
3. **INSPECT** is an optional module that provides users access to a library of standards-aligned multiple-choice questions from which they can build their own assessments.
4. **ScanOARS** is the proprietary plain-paper scanning module that facilitates collection of data from printed answer sheets, and transmission of that data to the OARS Server for analysis with the Local Assessment Module.
5. The **Online Assessment Module** allows districts to administer assessments to students directly through OARS, by loading the questions and answers from those assessments directly into the software.
6. The **Online Report Card Module** is an optional module that allows districts to implement in OARS an electronic version of their paper-based report card. This module is extremely flexible, and supports configuration of “standards-based” Report Cards.

II. SUPPORTED LOCAL ASSESSMENTS

OARS supports many different assessments, including district-developed assessments, or those provided with a publisher materials, including:

1. **Library Assessments.** Licensor maintains a list of publisher assessments available for implementation in OARS. Licensee may implement an unlimited number of Library Assessments in its database. To request a Library assessment, Licensee should send an email to support@redschothouse.com. Licensor will load Library Assessments in their original format for Licensee with three (3) business days of receipt of the request.
2. **User-created Assessments.** Users can create their own assessments in OARS using the Key Editor feature, or using the INSPECT Item Bank.

III. OPTIONS FOR DATA COLLECTION

All types of assessments described in Section II above can be reported using either one or more of the following approaches:

1. **Manual Entry:** the user reports results from an assessment directly into the OARS website, through a web reporting form.
2. **ScanOARS:** the user prints answer sheets in the OARS website, then administers the assessment to students. The answer sheets are then scanned using ScanOARS and the results are transmitted to the OARS Server.
3. **Online Assessment:** students take the assessment online through OARS. The students' answers are scored automatically, and all reports are populated from the results.
4. **Scan and Upload:** assessments are administered to students on district-provided scannable forms. Once completed, the forms are scanned at the district, and the resulting raw data file is uploaded into OARS through a simple web administration utility. THIS OPTION MAY REQUIRE ADDITIONAL PROGRAMMING AND CUSTOMIZATION BY LICENSOR, AND COULD RESULT IN ADDITIONAL FEES.

IV. TECHNICAL REQUIREMENTS

For the best user experience, Licensor recommends that Licensee only use computers that meet the specifications listed below.

1. **For the OARS Website/Web Application:**

- a. **Web Browser:** OARS is compatible with Firefox 5.0 and higher (Windows and Mac), Chrome 41.0 and higher (Windows and Mac), Internet Explorer 9.0 and higher (Windows Only), and Safari 5.0 and higher (Mac Only). LICENSOR RESERVES THE RIGHT TO UPDATE BROWSER REQUIREMENTS AS NEW BROWSERS ARE RELEASED, AND AS NEW FEATURES ARE IMPLEMENTED IN OARS.
- b. **Operating System:** The OARS website will operate correctly on any computer that can run one of the supported Web Browsers listed above.
- c. **Javascript:** Javascript must be enabled on the user's computer in order for users to take advantage of some software features.
- d. **PDF Reader:** Adobe Reader 9.0 or higher must be installed on the user's computer in order for users to create Report Cards and assessment reports in Adobe PDF format. On a Macintosh, users are advised to use the built in "Preview" application instead of Adobe Reader.
- e. **Screen Resolution:** A screen resolution of at least 1024 x 768 is required for optimal viewing of the OARS website.

2. **For the ScanOARS Client Application:**

- a. **Operating System:** ScanOARS is supported on Windows XP, Windows Vista, and Windows 7. Both Home and Professional Versions are supported.
- b. **Mac OS X NOT Supported:** ScanOARS is not supported on any version of the Mac OS X operating system. Some users have reported success in using virtualization software like VMWare or Parallels to run Windows on a Macintosh computer, but such use has not been extensively tested by Licensor, and is not officially supported.
- c. **Computer Specifications:** ScanOARS makes heavy use of RAM and operates best with a fast processor. For best results, a processor running at 2 Ghz or faster, and 4 Gb of RAM are recommended. Running ScanOARS with less memory, or with a slower processor may result in

application crashes. Quitting open applications and restarting the computer regularly may alleviate this problem.

V. **SCANNER SPECIFICATIONS FOR SCANOARS**

For best results, Licensor recommends exclusive use of a Supported Scanner, as described below.

1. **Currently Available Supported Scanners:** The following scanners, made by Brother International, are fully supported for use with ScanOARS: DCP-8080DN, DCP-8085DN, MFC-8480DN, MFC-8890DW. These models may be replaced from time to time by the manufacturer with new versions. Licensor maintains a list of supported scanners and will provide it to Licensee upon request.
2. **Discontinued Supported Scanners:** The following discontinued scanners, made by Brother International, are fully supported for use with ScanOARS: DCP-8060, DCP-8065DN, DCP-8080, MFC-8460N, MFC-8860DN.
3. **Options for using Unsupported Scanners:** ScanOARS communicates with scanners using a standard TWAIN interface. Some users have reported success using ScanOARS with scanners that are not officially supported, however, such use of ScanOARS is not recommended or supported by Licensor.
4. **Fujitsu Scanners:** Some users have attempted to use certain Fujitsu scanners with ScanOARS, with mixed results. Some users have reported that ScanOARS fails to pick up a significant number of marks when scanned with a Fujitsu scanner. LICENSOR STRONGLY RECOMMENDS AGAINST USING FUJITSU BRAND SCANNERS WITH SCANOARS.

VI. **SYSTEM SECURITY**

For implementations of OARS hosted on servers owned or leased by Red Schoolhouse Software, the following security measures are currently implemented:

1. **Physical Security:** The servers upon which the software is installed are housed at a reputable, secure server hosting facility.
2. **Firewall Access:** A firewall limits access to the servers upon which OARS is installed. Only Ports 80 (Web), (Secure Web), and 22 (SSH/SFTP) are available to users on the Internet.
3. **Server Configuration:** The servers upon which OARS is installed are patched regularly with security updates as such patches are made available, and as security exploits are identified.

4. **SSL Encryption:** OARS uses a 128-bit or greater Secure Socket Layer (SSL) certificate from a valid and reputable Certificate Authority to encrypt all web pages served from the OARS web server.

SOFTWARE LICENSE AGREEMENT - EXHIBIT C

INSPECT SPECIFICATIONS

The INSPECT item bank is composed of questions written specifically to access the California Content Standards, as well as the Common Core State Standards. Professional item writers across California focus on writing quality items that have content accuracy, meet grade level standards, and span three difficulty levels. Items include clear rationale for why a student would pick each wrong answer. For this reason, all wrong answers are created based upon the most likely cognitive disconnect in learning. Rigorous field-testing and item analyses are conducted to ensure the quality of each item in the INSPECT® test bank.

Several steps are taken to ensure the reliability and validity of each INSPECT® item. This level of quality control begins with the initial writing of items and continues well after each item has been administered. Treatment of these issues include quantitative and statistical approaches.

The publisher's first efforts at establishing validity are centered around content validity. This is sometimes referred to as content definition (Messick, 1989) and is critical for score interpretation and item response validation (Haladyna, 1999). The best way to establish content validity is through the use of expert judges. For each INSPECT® item, up to three content experts judge whether or not a particular item is aligned to the standard. In addition to standard alignment, the level of difficulty (low, medium, and high), as well as standard isolation is assessed. Each item requires full consensus as to the accuracy of the standard alignment, difficulty, and isolation before it makes it into the item bank. In addition to having content experts review each item, focus groups with grade level teams of teachers are regularly conducted. Information from these teams are compiled and used to modify problem items or other areas of concern.

SOFTWARE LICENSE AGREEMENT - EXHIBIT D

OARS IMPLEMENTATION

I. REQUIRED INFORMATION

Before Licensee can begin using the Licensed Software, it must provide Licensor with the following:

1. Data Fields and Field Definitions. Licensee must provide Licensor with a complete list of school, teacher and student data fields ("Data Fields") and their associated definitions ("Field Definitions") as described in Exhibit E.
2. Local Assessment Module Information. If the implementation of OARS includes the Local Assessment Module, Licensee must provide Licensor with all necessary information to configure this module in OARS prior to activation of the software. Such information must be provided at least TEN (10) business days before Licensee intends to use this module.
3. Online Report Card Module Information. If the implementation of OARS includes the Online Report Card Module, Licensee must provide Licensor with all necessary information to configure this module in OARS prior to activation of the software. Such information must be provided at least FORTY (40) business days before Licensee intends to use this module.
4. Initial Data Extract. Licensee must provide to Licensor an extract of school, teacher and student data from its Student Information System ("Data Extract") as described in Exhibit E.
5. State Assessment Results. If Licensee desires to take advantage of reporting options for State Assessments, it must provide Licensor with all STAR, CELDT, and CAHSEE data files in their original formats. (Fixed length, not tab-delimited, versions of CELDT files must be provided.) Licensor will load STAR and CELDT data back to 2002-03, and CAHSEE data back to 2004-05.

II. SOFTWARE CONFIGURATION AND ACTIVATION

Licensor will configure and activate the OARS software within TEN (10) business days of receipt of all required information described in Section I of this Exhibit D.

III. MANUAL DATA EXTRACT UPDATES

Licensee has the option to submit Data Extracts to Licensor for manual processing, subject to the following conditions:

1. Licensee will provide updated Data Extracts on a schedule to be agreed to between Licensor and Licensee, but not to exceed twice per month. If there have been no changes to the names or location codes of schools in Licensee's district, the school files may be omitted from the periodic Data Extract. All Data Extracts, both initial and subsequent updates, should always be provided in the same format as described in Exhibit E.
2. To the extent practicable, Licensor will load the periodic Data Extract into the OARS Software within 2 (two) days of receipt.
3. If applicable to this Agreement, additional details about periodic data extracts may be found in Exhibit A.

IV. AUTOMATED DATA EXTRACT UPDATES

Licensee has the option to submit Data Extracts using its own automated mechanism that results in the Data Extract being placed on Red Schoolhouse Software's SFTP Server. Licensor will in turn develop a customized script that processes the Data Extract each night, and loads the most recent file available into OARS. Requirements for implementation of this automated process include:

1. Data Extract files must conform to the requirements described in Exhibit E.
2. Data Extract files must not vary in format or layout without prior approval from Licensor. This includes addition, deletion, or movement of allowed data fields.
3. It shall be Licensee's responsibility to ensure that the Data Extracts it transmits are complete, accurate, and in the right format.
4. Licensor shall not be responsible for inaccurate student and teacher rosters appearing in OARS as a result of any errors in the Data Extract file.

SOFTWARE LICENSE AGREEMENT - EXHIBIT E

DATA FIELDS, FIELD DEFINITIONS, AND DATA EXTRACTS

I. DATA FIELDS

Listed below are the Data Fields to be included in all Data Extracts provided by Licensee. If possible, data should be provided in a single file, following the format below

1. **School Location Code (District-assigned)**
2. CDS Code (State-assigned)
3. **School Name**
4. **Local Student ID (District-assigned)**
5. SSIS ID (State-assigned)
6. **Student First Name**
7. **Student Last Name**
8. **Teacher ID**
9. **Period Number ***
10. Section ID *
11. **Teacher First Name**
12. **Teacher Last Name**
13. Course Name *
14. Department Name *
15. Term (e.g. Fall, Spring, Q1, etc.) *
16. **Grade**
17. Track
18. Gender
19. Race
20. Hispanic (Y/N)
21. Ethnicity
22. Reporting Ethnicity
23. Instructional Program (e.g. English Immersion, Mainstream, etc.)
24. Language Proficiency (e.g. EO, IFEP, RFEP, LEP or ELL.)
25. CELDT Level
26. Special Education Placement (Up to four fields available.)
27. Gifted Designation
28. Title I Designation
29. Migrant Status
30. Optional Fields (Up to five fields available.)
31. Numeric Fields, e.g. Days Absent, Tardies, Suspensions, etc. (Up to five.)
32. Date Fields, e.g. DOB, Reclassification Date, US Entry, etc. (Up to five.)

All **Bold Fields** are required.

Fields identified with an asterisk (*) may only apply to secondary students.

Date fields should be provided in the format '**YYYY-MM-DD**'.

II. FIELD DEFINITIONS

For each Data Field listed above, Licensee must provide Licensor with the following Field Definitions:

1. Field Name
2. Field Length
3. Possible Field Values
4. Associated Field Labels

The example below uses “Gender” to illustrate the Field Definition information required:

Field Name	Field Length	Value	Label
Gender	1 character	M	Male
		F	Female

III. DATA EXTRACTS

Licensee should provide the initial Data Extract to Licensor in the format described in Section I above. If providing the files in such a format is not possible or cannot be easily accomplished, Licensee should inform Licensor as soon as possible so that alternative arrangements can be made.

The format of all subsequent Data Extracts, whether sent manually or through an automated process, should match the format of the initial Data Extract. Data Extracts can be provided in tab-delimited (.txt or .tab), Comma Separated Value (.csv), or Microsoft Excel (.xls) format.

PLEASE NOTE: Any variation in the field order or file format of a Data Extract may result in delays in loading and activating the Data Extract in OARS.

IV. TRANSMISSION OF DATA EXTRACTS

Data extracts can be transmitted to Licensor in the following way:

Via the Secure FTP (SFTP) protocol, which uses Secure Shell (SSH) to encrypt transmission of data. (Licensee should request a Secure FTP user account from Licensor.)

Agenda Item: **14.B. Report on Positive Behavior Intervention and Support Programs.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: Local Control Accountability Plan Goal #5 states "National School District students will be engaged in an environment that is safe and focused on wellness."

The Positive Behavior Intervention and Support initiative (PBIS) is an important program that will enable National School District to achieve the above stated goal. PBIS is a proactive approach to establishing the behavioral supports and social culture needed for all students to achieve social, emotional and academic success.

PBIS focuses attention on creating and sustaining primary (school-wide), secondary (classroom), and tertiary (individual) systems of support that improve results for children by making targeted misbehavior less effective, efficient, and relevant, and desired behavior more functional.

Meghann O'Connor, Director of Student Services, and Elizabeth Fogaren, Behavioral Specialist will present a description of the program, and its implementation in our schools.

Agenda Item: **14.C. Report on National School District's After School Education and Safety Program (ASES).**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: National School District is in the third year of its partnership with the South Bay YMCA for implementation of the before and after school "Recreation, Education, and Academics for Children" (REACH) program.

With funding from the state After School Safety and Education grant, REACH operates at all ten National School District sites, providing early morning and after school educational and recreational opportunities for the children of National School District.

This report will review information on the program from the 2015-2016 school year, and provide an overview of goals, activities, and challenges for 2016-2017. Topics will include:

- Attendance and enrollment
- Daily schedules and enrichment opportunities
- Community connections

Assistant Superintendent of Educational Services, Paula Jameson-Whitney, and REACH Director, Jenny Real, will provide the presentation.

Agenda Item: **14.D. Report by Beacon Classical Academy, National City, on 2015-2016 academic achievement and goals for 2016-2017.**

Speaker: Paula Jameson-Whitney, Assistant Superintendent, Educational Services

Quick Summary / Abstract: As a condition of the Memorandum of Understanding, the Charter School is required to make an annual report to the Board.

Tonight, Dr. Alma VanNice, Beacon Classical Academy, National City Director, will report on the school's progress. The report will include information on the school's performance on multiple assessments, including disaggregated data on the following important target groups: English learners, students with disabilities, ethnicity and how those groups have done over time at Beacon. In addition, information on student attendance data and a report on the goals set for the school year will also be presented.

Agenda Item: **15. HUMAN RESOURCES**

Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: None

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Accept the following gifts:**

Speaker: Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$609.00 from Lifetouch National School Studios to Olivewood School for school supplies and/or school related needs.
2. \$395.00 from Olivewood PTO to Olivewood School for field trip transportation.
3. \$579.53 from CEC Entertainment Inc. to Olivewood School for field trip transportation and/or school needs.
4. \$400.00 from Central School second grade teachers to Central School for field trip transportation.
5. \$2000.00 from Harmony and Health Foundation to Palmer Way School for sixth grade camp.

Quick Summary / Abstract:

- Lifetouch Portrait Company is a community partner with an interest in supporting youth.
- Olivewood PTO works throughout the year to support various programs at Olivewood School and National School District.
- CEC Entertainment Inc. donates a percentage of sales for school fundraising.
- Second Grade Teachers at Central School with an interest in supporting youth.
- Harmony and Health Foundation is a foundation that provides assistance, matching funds and start-up money for low income individuals and self help organizations.

Comments: National School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts are in keeping with the criteria of Board Policy 3290.

Recommended Motion: Accept gifts

Agenda Item: **17. BOARD WORKSHOP**

Quick Summary /
Abstract: None

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

Agenda Item: **19. ADJOURNMENT**