



SPECIAL MEETING OF THE GOVERNING BOARD

Written notice is hereby given, in accordance with Education Code Section 35144 and Government Code Section 54957.6, that a special meeting of the Governing Board of the National School District will be held as follows:

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

Tuesday, July 20, 2021

Open Session -- 4:30 p.m.

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

<https://youtu.be/bKkGbih7THo>

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. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. 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 Recording Secretary. A member of the public who wishes to address the Board on any such matter(s) are 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 unless such time limit is waived by a majority vote of the Board. No Board action can be taken.

Ms. Maria Dalla,
Board President

5. POLICIES, REGULATIONS, BYLAWS

5.1. First reading of Board Policy and Administrative Regulation
6158 - Independent Study.

Dr. Sahrnila Kraft,
Assistant
Superintendent,
Educational Services

6. EDUCATIONAL SERVICES

6.1. Approve contract #CT3866 with Fuel Education to provide services for independent study curriculum and instruction for the 2021-2022 school year.

Dr. Sharmila Kraft,
Assistant
Superintendent,
Educational Services

7. HUMAN RESOURCES

7.1. Approve recommended actions in personnel activity list.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

7.2. Accept the employee resignations/retirements.

Dr. Leticia Hernandez,
Assistant
Superintendent,
Human Resources

8. BUSINESS SERVICES

8.1. Approve renewal licensing from Cybersoft Technologies for PrimeroEdge software and hosting for the 2021-2022 school year.

Mr. Arik Avanesyans,
Assistant
Superintendent,
Business Services

9. ADJOURN TO CLOSED SESSION

10. CLOSED SESSION

11. ADJOURNMENT

Maria Dalla

Maria Dalla, Board President

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

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

Agenda Item: **3. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Maria Dalla, Board President

Ms. Maria Betancourt-Castañeda, Board Clerk

Ms. Alma Sarmiento, Trustee

Ms. Michelle Gates, Trustee

Ms. Rocina Lizarraga, Trustee

Staff:

Dr. Leighangela Brady, Superintendent, Administration

Dr. Sharmila Kraft, Assistant Superintendent, Educational Services

Dr. Leticia Hernandez, Assistant Superintendent, Human Resources

Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Agenda Item: **4. PUBLIC COMMUNICATIONS**

Speaker: Ms. Maria Dalla, Board President

Quick Summary /
Abstract:

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

Agenda Item: **5. POLICIES, REGULATIONS, BYLAWS**

Agenda Item: **5.1. First reading of Board Policy and Administrative Regulation 6158 - Independent Study.**

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

Quick Summary / Abstract: A critical role for Governing Boards is to regularly review and update District policies. All suggested updates are customizable to meet the needs and practices of individual districts.

Attachments:

AR 6158 - Independent Study

BP 6158 - Independent Study

National SD Board Policy

AR 6158

Instruction

INDEPENDENT STUDY

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to:
(Education Code § 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum

4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

- 6. Individualized study for a student whose health would be put at risk by in-person instruction, as determined by the parent or guardian of the pupil.**

(cf. 0420.4 - Charter School Authorization)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in **their** regular classes.

For the 2021–22 school year only, the district shall notify parents and guardians of their options to enroll their child in in-person instruction or independent study through its annual notice, sent to all parents/guardians and posted on the district's website. Upon the request of the parent/guardian of a student, the district shall arrange a conference to discuss

curriculum offerings and nonacademic supports available to the student in independent study.

(cf. 5113 - Absences and Excuses)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall provide pupils enrolled in independent study with specific resources, including materials and personnel, necessary for independent study. These resources shall include confirming, providing, or ensuring access to the connectivity and devices adequate to participate in the educational program and complete assigned work.

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if **their** individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress, **and for communicating with a pupil's parent or guardian regarding a pupil's academic progress**
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction.

(cf. 5144.1 - Suspension and Expulsion/Due Process)

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student **prior to the first day of instruction.**

For the 2021-2022 school year only, the district shall have 30 days from the first day of instruction to receive a signed written agreement from all parties. However, all requirements of independent study must be complied with starting on the first day of instruction.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than two weeks for all grade levels and types of program. The maximum amount of time that may elapse for the completion of an assignment is 3 weeks or 15 school days. However, when necessary, based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

The parent/guardian's signature on the agreement, **including an electronic signature,** shall constitute permission for the student to receive instruction through independent study.

The signed, dated agreement **shall** be maintained **in the student's education file and** electronically. (Education Code 51747 (g)(9)(E).)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies *may* be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

The District shall document daily participation for each student on each school day, in whole or in part, for which independent study is provided, and require a student who does not participate in independent study on a school day to be documented as non-participatory for that school day.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation.

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700) **Supervising teachers shall prepare a weekly teaching plan, which includes the daily or weekly instruction as outlined in board policy.** The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement

2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

(cf. 3580 - District Records)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

National SD

Board Policy

BP 6158

Instruction

INDEPENDENT STUDY

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements **through a differentiated experience. Curriculum provided during independent study shall be substantially equivalent to in-person instruction.**

As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study. **Due to an emergency circumstance, vacation, or illness, independent study may also be used on a short-term basis**

(cf. [0420.4](#)- Charter Schools)

(cf. [6011](#)- Academic Standards)

(cf. [6143](#)- Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. [6181](#)- Alternative Schools/Programs of Choice)

(cf. 6200 - Adult Education)

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code [51747](#); 5 CCR [11700](#))

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study **in a manner comparable to or better** than **they** would in the regular classroom.

The minimum period of time for any independent study option shall be five consecutive school days. **The requirements for daily/weekly synchronous instruction and live interaction as set forth in Education Code section 51747(d) – (f), shall not apply to pupils that participate in an independent study program for fewer than 15 school days in a school year.**

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education

Satisfactory educational progress shall be determined by the student's supervising instructor based on criteria which includes but is not limited to: performance and engagement under

For students in transitional kindergarten, kindergarten, and grades 1 to 3, inclusive, the written agreement shall designate opportunities for daily synchronous instruction

For students in grades 4 to 8, inclusive, the written agreement shall designate a plan to provide opportunities for both daily live interaction and at least weekly synchronous

For students in grades 9 to 12, inclusive, the written agreement shall designate a plan to provide opportunities for at least weekly synchronous instruction throughout the school

The district shall conduct an investigation to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed

1. Educator conference.
2. Phone calls, emails, messages reporting/sharing daily attendance messaging to connect with parents/students.
3. Administrator and/or staff conduct home visits.
4. School Attendance Review Board (SARB) to identify and address barriers to engagement.

Where a parent/guardian desires to disenroll their student from independent study and return them to in-person instruction, the district will

1. Notify the independent study administrator.
2. Contact and complete re-enrollment forms at their National School District home school.

Students will be placed based on space availability in an appropriate grade/program within a District school within five school days.

Rights and Access

Students in independent study shall have access to the same services and resources that are available to the other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5) In the same manner, where a parent/guardian desires to transition their student from independent study into in-person instruction, the District shall engage, enroll, and transfer the student appropriately within no less than five instructional days.

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if the student's individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Written Agreement

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student, and is maintained in the student's education file. (Education Code 51747) The independent study agreement for each participating student shall include, but not be limited to:

1. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of student for the student's work, and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student, which shall include confirmation of or provision of access to the connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the district policies regarding maximum length of time allowed between the assignment and completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the student should be allowed to continue in independent study.

5. The duration of the independent study agreement, including beginning and ending dates for the student's participation, with no agreement being valid for any period longer than one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support
8. A statement that independent study is an optional educational alternative in which no student may be required to participate.

The written agreement shall be maintained in the student's education file. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than two weeks for all grade levels and types of program and the maximum amount of time that may elapse for the completion of an assignment is 3 weeks or 15 school days. However, when necessary, based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Agenda Item: **6. EDUCATIONAL SERVICES**

Agenda Item: **6.1. Approve contract #CT3866 with Fuel Education to provide services for independent study curriculum and instruction for the 2021-2022 school year.**

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

Quick Summary / Abstract: Approval of this item will provide National School District access to services provided by Fuel Education.

The contract terms includes instructional services and resources for independent study programming for participating students of the National School District. These services will allow students to participate in a virtual program. The terms of this contract is from July 21, 2021 to June 30, 2022.

The inclusive (all services and supports) rate for this program is transitional kindergarten to fifth grade \$2850/per year, and sixth grade \$3,750/per year. The cost will be pro-rated on a monthly basis. NSD will only be invoiced for services rendered.

No services will be rendered until approved by the National School District Board.

Recommended Motion: Approve contract #CT3866 with Fuel Education to provide services for independent study curriculum and instruction for the 2021-2022 school year.

Financial Impact: Contract cost: not to exceed \$400,000
Additional staffing cost: \$0
Other costs: \$0
Annual cost
General Fund - Expanded Learning Opportunities Grant

Attachments:
CT3866



This Online Educational Products and Services Order (this "Order"), dated as of 7/21/2021 (the "Order Effective Date"), is between National Elementary School District, 1500 'N' Ave, National City, CA 91950 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

- 1. Period:** 7/21/2021 through 6/30/2022 and any renewal period, (if applicable).
- 2. Territory:** Students served by National Elementary School District, CA
- 3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:**

Qty	Product	Product Description	Unit Price	Total Price
As Ordered	K12 K-5 Full-time Enrolled Student License	License for a single student to enroll in up to six K-5 courses per semester. Materials and instruction ordered separately.	\$750.00	As Ordered
As Ordered	K12 6-12 Full-time Premier Enrolled Student License	License for a single student to enroll in up to six 6-12 courses per semester from the Premier and Standard Catalogs. Materials and instruction ordered separately.	\$750.00	As Ordered
As Ordered	K12 K-5 Instruction Add-On	Instruction for a single student in a K12 K-5 annual course.	\$250.00	As Ordered
As Ordered	K12 6-12 Instruction Add-On	Instruction for a single student in a K12 6-12 semester course.	\$200.00	As Ordered
As Ordered	K12 K-12 Physical Course Materials	Leased K12 student physical materials for one student enrolled in one course	\$100.00	As Ordered

4. Description of Educational Products.

K12 and FuelEd Online Courses

Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

K12 Materials

Instructional text or e-books, supplies, and teaching tools (collectively, "Materials") for students and/or instructors.

A complete list of required materials may be accessed at

<https://www.fueleducation.com/materials>.

FuelEd will reclaim durable Materials by informing the Customer and/or its students which Materials need to be returned and provide pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customers will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

5. Description of Services.

Instructional Services:

Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

Hosting Solution:

The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customer's receipt of invoice. FuelEd provides a 14 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such a course within 14 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

K12 K-5 & 6-12 Full-time Standard Enrolled Student License: FuelEd will invoice Customer in full based on the number of students enrolled in the licenses in the month in which Customer first enrolls students (the "Initial Invoice"), with payment due from Customer in within thirty (30) days of Customer's receipt of invoice. If a student withdraws from participation in a license during the school year, Customer may enroll another student in place of the withdrawn student for no additional fee. If at any point student enrollments in a license exceeds the number of students enrolled on the Initial Invoice, FuelEd will invoice Customer for each excess student enrollment with payment due within thirty (30) days of Customer's receipt of invoice. No refunds, credits or cancellations.

K12 Materials

FuelEd will invoice the customer upon shipment. Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days.

K12 Instruction:

FuelEd will invoice the Customer for instructional services as enrolled equally over ten (10) months for grades K-5 annual courses and over five (5) months for grades 6-12 semester courses. Fees will not be charged for a student for any month following notice to FuelEd of the student's withdrawal from the course. All payments are due within thirty (30) days of the Customer's receipt of the invoice.

ATTACHMENT A

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER CALIFORNIA STUDENT DATA RIDER

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies or adds certain provisions found in the Order and Terms, as noted below.

WHEREAS, the Customer is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the Customer and the FuelEd desire to have the Online Educational Products and Services Agreement provided comply with AB 1584 and FERPA.

NOW, THEREFORE, the Parties agree as follows:

1. The term of this Attachment shall expire on the termination date stated in the Order or Terms, whichever controls.
2. Pupil Records obtained by FuelEd from Customer continue to be the property of and under the Control of the Customer. "Pupil Records" shall be defined as any information directly related to a pupil that is maintained by the Customer or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employees. Pupil Records does not include information that cannot be used to identify an individual pupil ("De-Identified Information") used by FuelEd to (i) improve educational products for adaptive learning purposes and for customized pupil learning; (ii) demonstrate the effectiveness of FuelEd's products in the marketing of those products; or, (iii) for the development and improvement of educational sites, services, or applications. "Control" shall be defined as the right of Customer to direct FuelEd to (i) use Pupil Records in FuelEd's performance of the services purchased under the Order and Terms; (ii) destroy some or all Pupil Records in a commercially reasonable time; or, (iii) return some or all Pupil Records in a mutually agreed upon media format in a commercially reasonable time.
3. The procedures by which pupils may retain Control of their own Pupil-Generated Content are outlined as follows: Pupils may exercise possession or Control directly through the learning management system in which the Pupil-Generated Content resides, or provide a specific request to Customer. Customer will then forward the request to FuelEd, which will take commercially reasonable steps to comply. These steps will be limited to the following actions: (1) deleting the Pupil-Generated Content if not otherwise prohibited by the Terms or applicable law, and (2) providing Customer with a copy of the requested Pupil-Generated Content in a mutually agreed upon media format in a commercially reasonable time. "Pupil-Generated Content" shall be defined as materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. Pupil-Generated Content does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.
4. Parents, legal guardians, or eligible pupils may review Pupil Records and correct erroneous information by the following protocol: Requestors eligible to review and correct such documents under applicable law shall submit such requests to Customer. If such data is available to Customer through its account administration on a FuelEd learning management system, Customer shall respond to the request directly. If the requested information is not available to Customer, Customer shall then forward valid requests to FuelEd. FuelEd will respond by providing the Pupil Record to Customer in a mutually agreed upon media format or make corrections to a Pupil Record, both in a commercially reasonable time.
5. FuelEd shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records, by the following measures: Operate its systems infrastructure at the moderate level baseline as defined in the National Institute of Standards and Technology ("NIST") 800-53 Rev. 3 moderate baseline requirements, and/or in accordance with industry accepted cyber-security standards. Through the aforementioned actions and other industry accepted means, FuelEd shall ensure compliance with FERPA.
6. In the event of an unauthorized disclosure of a Pupil Record, FuelEd shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: Upon internal confirmation of an unauthorized disclosure of a Pupil Record belonging to a pupil served by Customer, FuelEd shall contact Customer with information related to the disclosure. Customer will then contact the affected parties and inform them of the unauthorized disclosure.
7. FuelEd shall not use any information in a Pupil Record for any purpose other than those required to perform its obligations under the Online Educational Products and Services Agreement, or as otherwise allowed by applicable law.
8. FuelEd certifies that Pupil Records shall not be retained or available to FuelEd upon termination of the Online Educational Products and Services Agreement. In order to comply with this section, upon termination of the Online Educational Products and Services Agreement, Customer shall instruct FuelEd in writing that it does not wish to receive further products or services and that FuelEd should destroy or return Pupil Records. After deleting remaining Pupil Records, FuelEd shall confirm in writing to Customer that such deletion is completed.

Agenda Item: **7. HUMAN RESOURCES**

Agenda Item: **7.1. Approve recommended actions in personnel activity list.**

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

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

Recommended Motion: Approve recommended actions in personnel activity list.

Financial Impact: See staff recommendations table.

Attachments:
Staff Recommendations

**CERTIFICATED STAFF RECOMMENDATIONS
July 20, 2021**

Name Position Effective Date Placement Funding Source

Employment

1. Kassandra Chavez	School Counselor 6.58 hours per day 185 days per year Lincoln Acres School	July 26, 2021	Class 1, Step 1	General Fund
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Temporary Employment

2. Elizabeth Whiteman	Speech Language Pathologist 6.58 hours per day 185 days per year Lincoln Acres School	July 21, 2021	Class 1, Step 1	General Fund
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

None				
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**CLASSIFIED STAFF RECOMMENDATIONS
July 20, 2021**

Name Position Effective Date Placement Funding Source

Employment

3. Holly Bauer	Child Nutrition Services Area Supervisor 8 hours per day 12 months per year Child Nutrition Services	August 9, 2021	Range 40, Step 1	CNS Fund
4. Alyssa Hage	Instructional Assistant- Special Education 3.25 hours per day 210 days per year Rancho de la Nación School	July 21, 2021	Range 16, Step 1	General Fund

5. Mary Grace Sanchez	Instructional Assistant-Health Care 3.25 hours per day 210 days per year Ira Harbison School	July 21, 2021	Range 18, Step 1	General Fund
6. Anna Siquieros	Instructional Assistant-Special Education 3.25 hours per day 210 days per year Palmer Way School	July 21, 2021	Range 16, Step 1	General Fund

Temporary Employment

None				
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Additional Duties

None				
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Contract Extension/Change

None				
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Leave of Absence

7. Jodie Astrop	Instructional Assistant-Health Care Central School	2021-2022 school year	Unpaid leave of absence	
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Agenda Item: **7.2. Accept the employee resignations/retirements.**

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

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

Recommended Motion: Accept the employee resignations/retirements.

Attachments:
Resignations/Retirements

Resignations 7/20/21			
Name	Position	Location	Effective Date
Lisbeth Contreras	Transportation Student Attendant	Transportation Department	June 9, 2021

Retirements 7/20/21			
Name	Position	Location	Effective Date
Socorro Cerda	Campus Student Supervisor	El Toyon School	June 9, 2021

Agenda Item: **8. BUSINESS SERVICES**

Agenda Item: **8.1. Approve renewal licensing from Cybersoft Technologies for PrimeroEdge software and hosting for the 2021-2022 school year.**

Speaker: Mr. Arik Avanesyans, Assistant Superintendent, Business Services

Quick Summary / Abstract: PrimeroEdge is the software utilized by the Child Nutrition Services department. This is an annual fee for licensing that also includes customer support and off-site hosting of the data. Business functions include warehouse and inventory control, Point of Service (POS), back office functions such as meal counts and usages, and the software is also used to process income verification for Local Control Funding Formula (LCFF) data collection. Price for this licensing has remained the same for four straight years.

Recommended Motion: Approve renewal licensing from Cybersoft Technologies for PrimeroEdge software and hosting for the 2021-2022 school year.

Financial Impact: Licensing cost: \$11,158
Additional staffing cost: \$0
Other costs: \$0
One time cost
Cafeteria Fund

Attachments:
Cybersoft Technologies Quote



Invoice

Cybersoft Technologies, Inc.
 4422 Cypress Creek Parkway, Suite 400
 Houston, TX 77068
 Phone : 281-453-8581

Invoice	91876
PO#	--
Date	07/01/2021
Due Date	07/31/2021
Tax ID No.	--

Bill To:
Attn: Child Nutrition Services National School District 1500 'N' Avenue National City, CA 91950

Description	Rate	Hrs/Qty	Amount
PrimerEdge Subscription License for the 2021/2022 School Year	\$11,158.00	1	\$11,158.00
Please make checks payable to Cybersoft Technologies			Total \$11,158.00
			Payments/Credits \$0.00
			Balance Due \$11,158.00

Agenda Item: **9. ADJOURN TO CLOSED SESSION**

Agenda Item: **10. CLOSED SESSION**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Dr. Leticia Hernandez

Employee organizations: California School Employees Association

National City Elementary Teachers Association

Agenda Item: **11. ADJOURNMENT**