



Governing Board Agenda

September 14, 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

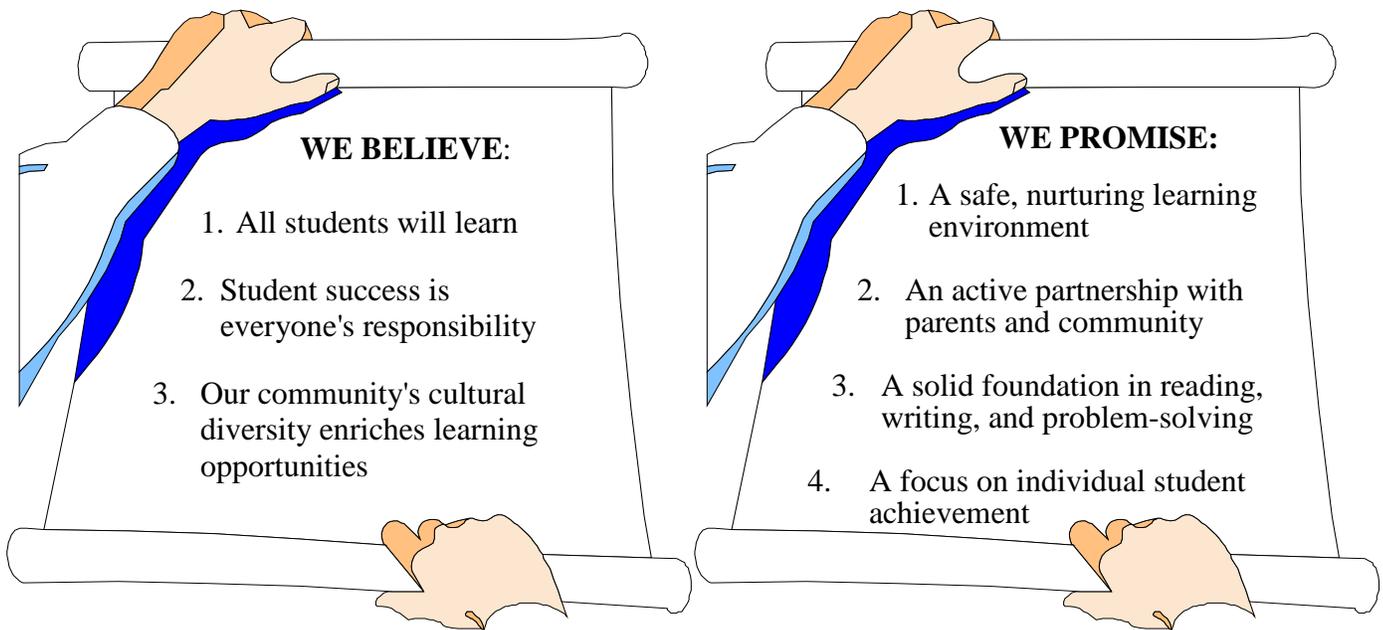
Members of the public who require translation services in order to participate in the meeting should contact the Superintendent's Office at 619-336-7705 at least 48 hours in advance of the meeting for information on such services.

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, September 14, 2016

Closed Session -- 5:00 p.m.

Open Session -- 6:00 p.m.

AGENDA

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

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

September 14, 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

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

Closed session in accordance with Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Case #14-3608

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

Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiator: 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

9.A. Presentation by El Toyon School students.

Will Mellman,
Principal, El Toyon
School

September 14, 2016

9.B. Recognize Mrs. Silvia Sanchez, El Toyon School, as the National School District Volunteer of the Month for September 2016.

Will Mellman,
Principal, El Toyon
School

9.C. Recognize Ashley Trzcinsky, Teacher, Las Palmas School, as National School District Employee of the Month for September 2016.

Steven Sanchez,
Principal, Las Palmas
School

9.D. Introduce and welcome the new employees.

Cindy Frazee,
Assistant
Superintendent, Human
Resources

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 August 24, 2016.

Leighangela Brady,
Superintendent

12.B. Administration

Leighangela Brady,
Superintendent

12.B.I. Appointment of Secretary to the Governing Board: Leighangela Brady, Ed.D., District Superintendent.

Leighangela Brady,
Superintendent

12.C. Human Resources

September 14, 2016

- 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 Agreement #CT3335 with the San Diego County Office
of Education to provide the BTSA Induction Program to beginning teachers. Cindy Frazee,
Assistant
Superintendent, Human
Resources

12.D. Educational Services

- 12.D.I.** Approve Consultant Contract #CT3331 with Ernesto Diaz to provide
CPR/First-Aid training for Preschool teachers, Instructional Assistants and
Family Liaisons. Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services
- 12.D.II.** Approve the Memorandum of Understanding (MOU) with
OneSight to provide free vision services for National School District
students and for students to participate in the Verizon Mobile Vision Care
Program research study. Paula Jameson-
Whitney, Assistant
Superintendent,
Educational Services

12.E. Business Services

- 12.E.I.** Approve membership in the Association for Supervision and
Curriculum Development (ASCD) for the 2016-2017 school year. Christopher Carson,
Assistant
Superintendent,
Business Services
- 12.E.II.** Ratify/approve purchase orders, contracts and warrants as
summarized and detailed in exhibit A. Christopher Carson,
Assistant
Superintendent,
Business Services

13. GENERAL FUNCTIONS - None

Leighangela Brady,
Superintendent

14. EDUCATIONAL SERVICES

- 14.A.** Approve Contract #CT3328 with Illuminate Education, Inc. for data and Paula Jameson-

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assessment management system services.

Whitney, Assistant
Superintendent,
Educational Services

15. HUMAN RESOURCES - None

Cindy Frazee,
Assistant
Superintendent, Human
Resources

16. BUSINESS SERVICES

16.A. Presentation regarding the Unaudited Actuals for Beacon Classical Academy National City.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.B. Report on year-end actual ending balances for the 2015-16 year and budget revisions to the 2016-17 adopted budget.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.C. Approve year-end actual ending balances for the 2015-16 year and approve budget revisions to the 2016-17 adopted Budget.

Christopher Carson,
Assistant
Superintendent,
Business Services

16.D. Authorize the Assistant Superintendent of Business Services to use incentive awards valued at over \$200 each for meal application submittals.

Christopher Carson,
Assistant
Superintendent
Business Services

16.E. Accept the following gifts:

1. \$282.00 from El Toyon Teachers to El Toyon School for classroom supplies, field trips and training.
2. \$402.90 from Box Tops for Education to Lincoln Acres School to be used for Teacher Appreciation Day.
3. \$648.00 from Lifetouch National School Studios to Lincoln Acres School for teacher incentives.
4. \$79.41 from Target Take Charge of Education to Lincoln Acres School for teacher incentives.

Christopher Carson,
Assistant
Superintendent,
Business Services

17. BOARD WORKSHOP – None

18. BOARD/CABINET COMMUNICATIONS

19. ADJOURNMENT

September 14, 2016

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**

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

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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-Castaneda
Brian Clapper
Maria Dalla
Alma Sarmiento

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Staff:

Leighangela Brady, Ed.D., Superintendent

Chris Carson, Assistant Superintendent-Business Services

Paula Jameson-Whitney, Assistant Superintendent-Educational Services

Cindy Frazee, Assistant Superintendent-Human Resources

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Agenda Item: **9. PRESENTATIONS**

Agenda Item: **9.A. Presentation by El Toyon School students.**

Author/Speaker: Will Mellman, Principal, El Toyon School
Board Members Betancourt-Castañeda and Dalla

Agenda Item: **9.B. Recognize Mrs. Silvia Sanchez, El Toyon School, as the National School District Volunteer of the Month for September 2016.**

Author/Speaker: Will Mellman, Principal, El Toyon School
Board Member Sarmiento

Quick Summary / Abstract: It has been the practice of the National School District to honor and recognize volunteerism in the District.

Comments: Silvia Sanchez has been volunteering at El Toyon for the last five years, and she has been a tremendous and positive force at our school. From organizing and executing our West Coast fund raiser, to being the driving force behind our Spring Carnival, to working every day inside and outside our classrooms, Silvia does it all. She is a School Site Council member, PTO president, field trip chaperone, unofficial teacher's aide, and valued team member. The students know her and love her, and the staff appreciate and respect her. El Toyon would not be the wonderful school that it is without Silvia Sanchez. El Toyon staff and community cannot think of anyone more deserving of this award.

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Agenda Item: **9.C. Recognize Ashley Trzcinsky, Teacher, Las Palmas School, as National School District Employee of the Month for September 2016.**

Author/Speaker: Steven Sanchez, Principal, Las Palmas School
Board Member Avalos

Quick Summary / Abstract: Las Palmas School would like to recognize Ashley Trzcinsky, sixth grade teacher as the Employee of the Month.

Comments: Ashley Trzcinsky is a remarkable teacher, who lives by the National School District's three core values, "Children First, Whatever It Takes, and Relationships Matter." As a classroom teacher you are constantly making decisions throughout the day that affect your students. It is evident that every decision she makes is calculated and based on what is best for the child. From opening up her doors early, to making late evening phone calls to the homes of her students, to going above and beyond by creating our Las Palmas Running Club and our annual Las Palmas 5k Run/Walk event. Mrs. Trzcinsky does whatever it takes to get the job done and to help, not only her students, but also our community.

This is Mrs. Trzcinsky's fifth year as a sixth grade teacher at Las Palmas. She came right out of college at 22 years old and immediately began to make an impact with our students. The relationship she develops with our students, especially our more challenged students is truly something special. She ensures that she establishes great relationships with the parents of her students because she knows how important it is to build the home/school connection for the benefit of the children. Mrs. Trzcinsky has grown into a leader at Las Palmas School and her contributions extend beyond the school and out into the community. It is a pleasure to nominate Ashley Trzcinsky as the certificated employee of the month.

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

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: The employees on the attached list were approved at the August 24, 2016 Governing Board Meeting.

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

Attachments:
Introduce & Welcome

Introduce & Welcome 9/14/16		
Name	Position	Location
Somer Bizzle	Classroom Teacher	Kimball School
Thomas Lujan	Custodian – Day	Central School
Perla Noel-Preciado	Office Technician	District Office
Victoria Selzer	Classroom Teacher	Las Palmas School
Lisa Valdes	Instructional Assistant – Special Education (Roving)	District Office
Mary Weburg	Classroom Teacher	Central School

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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.

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Agenda Item: **11. AGENDA**

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

Author/Speaker: Leighangela Brady, Superintendent

Recommended Motion: Approve agenda

September 14, 2016

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

September 14, 2016

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

Agenda Item: **12.A.I. Approve the minutes of the Regular Board Meeting held on August 24, 2016.**

Author/Speaker: Leighangela Brady, Superintendent

Attachments:

Board Minutes - 08/24/2016

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

August 24, 2016
6:00 PM
Administrative Center
1500 "N" Avenue
National City, CA 91950

Attendance Taken at 6:02 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 5:01 p.m.

2. PUBLIC COMMUNICATIONS

None

3. ADJOURN TO CLOSED SESSION

4. CLOSED SESSION

Closed session was held from 5:01 p.m. to 5:59 p.m. President, Brian Clapper announced that the Board held Closed session in accordance with Government Code Section 54956.9: Conference with Legal Counsel-Existing Litigation-Case #14-3738; Government Code Section 54957: Public Employee Discipline/Dismissal/Release; 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, Confidential, Supervisory and Agency negotiator: George Cameron, Ed.D., Employee organizations: Management, Contracted Management. All board members were present. Cindy Frazee was present from 5:17 p.m. to 5:52 p.m. George Cameron was present from 5:01 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

Jocelyn Sandoval took roll call.

9. PRESENTATIONS

9.A. Presentation by Central School students.

Students from Central School gave a presentation on PBIS/Restorative Justice. Board members, Barbara Avalos and Alma Sarmiento, presented each of the students with a certificate, book and bookmark.

9.B. Recognize Mrs. Minerva Bradt, Central School, as National School District Volunteer of the Month for August 2016.

Recognized Mrs. Minerva Bradt, Central School, as the National School District Volunteer of the Month for August 2016. Principal, Leticia Hernandez, introduced Mrs. Brandt and commented on her many fine qualities.

On behalf of the Governing Board, Maria Betancourt-Castañeda presented Mrs. Brandt with a certificate and a logo clock.

9.C. Introduce and welcome the new employees.

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

10. PUBLIC COMMUNICATIONS

Christina Benson, NCETA, spoke regarding communication.

Molly Sterner, NCETA, spoke regarding communication.

Tamlyn McKean, NCETA, spoke regarding communication.

Jannette Colada-Tacto, NCETA, thanked staff for their support at the 4th of July carnival.

Jennifer Jacquish, NCETA, thanked staff for their support at the 4th of July carnival.

David Garcia, community member, spoke regarding the bond.

11. AGENDA

11.A. Approve agenda.

Motion Passed: Approve agenda 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

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

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

12.A. Minutes

12.A.I. Approve the minutes of the Regular Board Meeting held on August 10, 2016.

12.B. Administration

12.C. Human Resources

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

12.D. Educational Services

12.E. Business Services

12.E.I. Adopt annual Resolutions #16-17.14 through #16-17.16 for the 2016-2017 school year authorizing signatures with the State Department of Education and the San Diego County Office of Education, effective September 1, 2016.

13. GENERAL FUNCTIONS

13.A. Approve a cost-of-living salary adjustment (COLA) for all confidential and supervisory personnel of 2.18% on schedule salary increase retroactive to July 1, 2015, 1.75% on schedule salary increase effective July 1, 2016, and maximum District contribution per eligible employee for Health and Welfare benefits of \$12,300 effective January 1, 2017.

Motion Passed: Approve a cost-of-living salary adjustment 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

13.B. Approve a cost-of-living salary adjustment (COLA) for non-contracted management personnel of 2.18% on schedule salary increase retroactive to July 1, 2015, 1.75% on schedule salary increase effective July 1, 2016, and maximum District contribution per eligible employee for Health and Welfare benefits of \$12,300 effective January 1, 2017.

Motion Passed: Approve a cost-of-living salary adjustment 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. EDUCATIONAL SERVICES

14.A. Approve Contract #CT3321 with San Diego County Superintendent of Schools for Preschool embedded coaching support.

Motion Passed: Approve Contract 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. Adopt the Job Description for an Early Education Support Provider.

Motion Passed: Adopt job description 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.C. Approve Contract #CT3327 with Mario Chacon for completion of a Community Mural Project at Lincoln Acres School.

Motion Passed: Approve Contract 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.D. Approve MOU with South Bay Community Services for the Prevention Early Intervention Grant.

Motion Passed: Following discussion, Approve MOU 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.E. Presentation on the National School District Annual Evaluation of Student Progress and Local Education Agency Plan.

Paula Jameson-Whitney gave a presentation on the National School District Annual Evaluation of Student Progress and Local Education Agency Plan.

15. HUMAN RESOURCES

15.A. Approve the negotiated agreement between California School Employees Association (CSEA), Chapter 206, and the Governing Board of the National School District for the 2015-2016 and 2016-2017 school years.

Motion Passed: Approve the negotiated agreement between California School Employees Association (CSEA), Chapter 206, and the Governing Board of the National School District for the 2015-2016 and 2016-2017 school years Passed with a motion by Ms. Alma Sarmiento and a second by Ms. Maria Betancourt-Castañeda.

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

15.B. Approve Contract #CT3311 with PeopleAdmin to provide Human Resources online product solutions.

Motion Passed: Following discussion, Approve Contract 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

16. BUSINESS SERVICES

16.A. Presentation regarding the National School District Facilities Master Plan.

Chris Carson gave a presentation regarding the National School District Facilities Master Plan.

16.B. Presentation regarding the National School District Citizens Bond Oversight Committee.

Chris Carson gave presentation regarding the National School District Citizens Bond Oversight Committee.

17. BOARD WORKSHOP

18. BOARD/CABINET COMMUNICATIONS

Mrs. Avalos thanked the students for their presentation. She welcomed the new employees. She also thanked Mrs. Whitney and Mr. Carson for their presentations. She wished Mr. Clapper a Happy Birthday.

Mrs. Betancourt-Castañeda thanked the students for their presentation. She congratulated the Volunteer of the Month. She welcomed back the students returning to school on Monday. She welcomed the new employees. She wished Mr. Clapper a Happy Birthday. She shared that she looks forward to welcoming Dr. Brady.

Mrs. Sarmiento welcomed Dr. Brady. She thanked the students for their presentation. She shared that she is up to the task of finding Oversight Committee members.

Mrs. Dalla congratulated the Volunteer of the Month. She thanked Dr. Cameron and welcomed Dr. Brady. She wished Mr. Clapper a Happy Birthday.

Mrs. Frazee wished Mr. Clapper a Happy Birthday. She gave kudos to Dr. Vasquez and Mrs. Hernandez for their hard work on the new teacher boot camp.

She shared that Kiwanis will have their annual golf tournament tomorrow. She also shared that the principal at Sweetwater High School raised over \$10,000 for bikes for NSD students.

Mr. Carson welcomed Mr. Guerrero to the District. He gave an update on work done at Olivewood School. He thanked Dr. Cameron and welcomed Dr. Brady. He wished Mr. Clapper a Happy Birthday.

Mrs. Jameson-Whitney wished Mr. Clapper a Happy Birthday. She thanked staff for their teamwork in getting the four construction schools ready for Monday.

Dr. Cameron shared that he went to observe the third grade swim program at Las Palmas Pool. He thanked the Board for making the program a priority. He thanked staff for the opportunity to work with them. He thanked the Board for their trust and thanked Dr. Brady for working with him to transition into her new role.

Mr. Clapper shared that he and Mrs. Dalla visited construction sites and they look beautiful. He thanked staff for their hard work. He thanked Dr. Vasquez for her hard work on the swim program. He thanked Dr. Cameron.

Mr. Clapper announced that in closed session, the Board unanimously voted to approve the settlement agreement for case #14-3738.

19. ADJOURNMENT

The meeting was adjourned at 8:15 p.m.

Clerk of the Governing Board

Secretary to the Governing Board

September 14, 2016

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

Agenda Item: **12.B.I. Appointment of Secretary to the Governing Board: Leighangela Brady, Ed.D., District Superintendent.**

Author/Speaker: Leighangela Brady, Superintendent

September 14, 2016

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

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

Author/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

September 14, 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

None				
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Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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CLASSIFIED STAFF RECOMMENDATIONS

September 14, 2016

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

1. Eduardo Prieto	Instructional Materials Technician 8 hours per day 12 months per year District Office	August 22, 2016	Range 22, Step 1	General Fund
2. Janet Zepeda	Instructional Assistant Health Care 3 hours per day 210 days per year Lincoln Acres School	September 15, 2016	Range 18, Step 1	General Fund

Contract Extension/Change

None				
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Unpaid Leave of Absence

None				
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September 14, 2016

Agenda Item: **12.C.II. Pre-approval to hire temporary employees.**

Author/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.

Attachments:

Pre-Approved Temporary Hires

Temporary Hires Pre-Approved 9/14/16			
Name	Position	Location	Effective Date
1. Gloria Casillas	Impact Teacher	Lincoln Acres School	August 24, 2016
2. Wendy Elliott	Impact Teacher	Lincoln Acres School	August 24, 2016
3. Patrick Pruett	CELDT Assessor	District Office	August 31, 2016

September 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.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Attachments:
Resignations/Retirements

Resignations/Retirements 9/14/16			
Name	Position	Location	Effective Date
Bertha Lopez	Teacher	Rancho de la Nación School	October 7, 2016
Jessica Monterrubio	Instructional Assistant – Special Education	Las Palmas School	July 20, 2016

September 14, 2016

Agenda Item: **12.C.IV. Approve Agreement #CT3335 with the San Diego County Office of Education to provide the BTSA Induction Program to beginning teachers.**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary / Abstract: New teachers have five years to obtain a clear teaching credential through a Commission approved Induction program. The District has a long standing relationship with San Diego County Office of Education (SDCOE) and their Commission approved Beginning Teacher Support and Assessment Program (BTSA), which can provide an Induction program to our teachers. This summer the Governing Board approved the Educator Effectiveness Grant Plan that was developed for our District. The grant funds come from the State of California. In the plan our District will pay for teachers to participate in the SDCOE Induction/BTSA program for the next two years.

Comments: The SDCOE has recently updated the BTSA Induction Program District Agreement for the 2016-2017 School Year. The agreement outlines the responsibilities of both parties for participating in the SDCOE BTSA/Induction Program. It takes teachers two years to complete Induction. The cost is \$2,500 per year, per teacher.

Financial Impact: \$2,500 per teacher
Annual Cost
Educator Effectiveness Funds

Attachments:
CT3335



SAN DIEGO COUNTY OFFICE OF EDUCATION

NORTH COUNTY REGIONAL EDUCATION CENTER
255 Pico Avenue, San Marcos, CA 92069 • 760-761-5100 • www.sdcoe.net
Randolph E. Ward, Ed.D., Superintendent of Schools

BTSA Induction Program District Agreement 2016-2017

National School District

District/School Name

This is an agreement between the Commission approved SDCOE BTSA Induction Program and San Diego County school districts. The purpose of this agreement is to establish a working relationship to set forth conditions that will outline this partnership.

SECTION 1

The SDCOE BTSA Induction Program agrees to:

1. Maintain commission-approved status with the Commission on Teacher Credentialing by establishing, maintaining, and submitting accurate records required as part of the accreditation process.
2. Provide FACT training for new support providers.
3. Maintain and monitor the learning management system, Haiku, for support providers and participating teachers.
4. Support district leads to facilitate FACT verification and other meetings for support providers and participating teachers.
5. Recommend only those candidates who successfully complete program requirements for a clear credential.
6. Maintain communication with district leads through regularly scheduled District Lead meetings.
7. Maintain communication with districts through regularly scheduled Advisory Committee meetings.
8. Provide compensation for a district lead position based on supporting 6 or more participating teachers (not applicable to privates and non-publics). This compensation is based on a sliding scale.
9. Invoice responsible party based on option selected below:
 - Invoice district \$1000 per participating teacher per year: District will pay support providers.
 - Invoice district \$2500 per participating teacher per year: SDCOE will hire support providers as hourly limited term employees pending completion of employment process and pay up to \$1500 per participating teacher supported per year.
 - Invoice teacher \$1000 per year: District will pay support providers.
 - Invoice teacher \$2500 per year (\$2000 for year 2 returning candidates): SDCOE will hire support providers as hourly limited term employees pending completion of employment process and pay up to \$1500 per participating teacher support per year.

*District/teacher will be invoiced the full amount for any drops after December 1, 2016.

SECTION 2

The district agrees to:

1. Identify eligible participating teachers according to state criteria for eligibility.
2. Provide timely notification of new hires eligible for induction to the program by Oct.1.
3. Follow district approved support provider selection procedures, understanding that the best match is by school/grade level/content.
4. Ensure all support providers understand their responsibilities to and the requirements of the SDCOE BTSA Induction Program outlined in the Support Provider Memorandum of Understanding, including mandatory attendance to training for all new support providers.
5. Provide release time for support providers, as needed, to observe participating teachers as required by program completion requirements.
6. Provide release time for participating teachers to complete the two required classroom observations-one time in the fall and one time in the spring.
7. Upon request, participate in the evaluation of the SDCOE BTSA Induction Program.
8. Identify a district administrator to attend Advisory Committee meetings and participate in required accreditation activities.
9. If the district has six or more participating teachers enrolled in the program, the district will identify a district lead as the liaison between the district and the SDCOE BTSA Induction program. The district lead will:
 - a. Provide advice and assistance to both support providers and participating teachers.
 - b. Coordinate support provider/participating teacher pairing and provide SDCOE the pairing list.
 - c. Assist participating teachers and support providers in using Haiku.
 - d. Monitor grades in Haiku for all participating teachers within the district.
 - e. Facilitate FACT Verification meetings throughout the year.
 - f. Attend all monthly district lead meetings throughout the year. If unable to attend, District Lead will view the recordings.
 - g. Establish due dates for all assignments and notify program leadership of these due dates.
 - h. Communicate with program leadership as questions and needs arise.
 - i. Notify program leadership if concerns arise about a participating teacher or support provider. This concern includes potential non-completion.
 - j. Communicate with support providers consistently via e-mails, phone calls, meetings, etc.
 - k. Facilitate end-of-the-year colloquium(s) in May as determined by district/school.
 - l. Submit timesheets by due dates, if applicable.
10. Pay SDCOE based on the payment option selected in SECTION 1 item 9 of this document if applicable. District/teacher will be invoiced the full amount for any drops after December 1, 2016.

District Representative Signature

Printed Name

Date

Induction Program Coordinator Signature

Sheiveh Jones

Printed Name

Date

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

Agenda Item: **12.D.I. Approve Consultant Contract #CT3331 with Ernesto Diaz to provide CPR/First-Aid training for Preschool teachers, Instructional Assistants and Family Liaisons.**

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

Quick Summary / Abstract: Preschool teachers, Instructional Assistants and Family Liaisons are required to be certified in CPR and First-Aid procedures. This specific training provides certification to staff for a two-year period.

Comments: Ernesto Diaz (American Heart Association Instructor) will provide training for our Preschool teachers, Instructional Assistants and Family Liaisons during the 2016-2017 school year. Upon completion of this training, they will provide participants with certification of their American Heart Association three-hour CPR and First-Aid training

Financial Impact: .
Not to exceed \$5,000
Annual cost
Preschool Fund

Attachments:
CT3331

12 - 06 - 5210 - 000 - 0001 - 1000 - 5800 - 100 - 000
Fund Res Goal Function Object School

Contract No. _____

National School District Lecturer/Performer Agreement

This agreement is hereby entered into this 15 day of August, 2016, by and between the **National School District**, 1500 N Avenue, National City, CA 91950, hereinafter referred to as "District." and

Ernesto Diaz
Contractor

Mailing Address _____

City _____ State _____ Zip Code _____ hereinafter referred to as "Contractor."

1. Services to be provided by Contractor. AHA CPR & First Aid
certification _____ at
_____ Location

2. Term. Contractor shall provide services under this Agreement on October 3rd, 2016.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Five thousand dollars Dollars (\$ 5,000). District shall pay Contractor within 15 days of receipt of invoice by Business Services.

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

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

- 6. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever.
- 7. Insurance. Contractor agrees to carry comprehensive general and automobile liability insurance to protect Contractor and District against liability or claims of liability that may arise out of this Agreement. Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements. Contractor agrees to name District and its officers, agents, and employees as additional insured under said policy.
- 8. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
- 9. Fingerprinting Requirements. Consultant agrees to provide the District with written certification that Consultant has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Consultant's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.
- 10. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 11. If employed by another school district in the State of California, please specify:

District Name	Address	State	Zip	Phone
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NATIONAL SCHOOL DISTRICT

CONTRACTOR

Signature of Authorized Agent

Signature of Authorized Agent

Typed or Printed Name

Ernesto B. Diaz

Typed Name

Title

Social Security or Taxpayer I. D. No.

Board Approval Date: _____

(Area Code) Telephone Number

September 14, 2016

Agenda Item: **12.D.II. Approve the Memorandum of Understanding (MOU) with OneSight to provide free vision services for National School District students and for students to participate in the Verizon Mobile Vision Care Program research study.**

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

Quick Summary / Abstract: OneSight is an independent nonprofit providing access to quality eye care and new eyewear in underserved communities. The MOU for the 2016 clinic was approved during the June 8, 2016 National School District Board Meeting. Subsequent to the approval, OneSight made minor changes in the MOU that will need to be reviewed and approved by the National School District Board. OneSight has worked with the National School District and the National City Host Lions' Club to provide a vision clinic for students living in the South Bay community for more than ten years. It is not unusual for the OneSight clinic to see over 1,000 students during the week they are in National City.

This year, the clinic will take place the week of Oct. 29 - Nov. 5, 2016. The OneSight vision clinic will provide free comprehensive eye exams and glasses donated to National School District students at no cost by OneSight.

Because our District has been a long-time partner with OneSight, we have been asked to participate in the "Verizon Mobile Vision Care Program" research study designed to measure the impact of vision care on student achievement. The study is a partnership between OneSight, Verizon, SUNY College of Optometry and Smart Vision Labs. Healthy vision has significant impact on a child's ability to learn and reach their full potential:

- 80% of what a child learns before age 12 is visually processed.
- 1 out of every 4 students in the U.S. has an undiagnosed vision problem affecting their ability to see and learn.
- Vision screenings and comprehensive eye exams are recommended to evaluate a student's vision quality and overall eye health. Treatment including glasses and other care is prescribed by a doctor as needed.

The study will evaluate the impact of mobile technology (specifically the SVOne auto refractor) on improving vision screening outcomes; and the impact on student achievement gained by providing school-based vision care (a comprehensive eye exam and glasses if needed) during the OneSight vision clinic to students with failed vision screenings. OneSight intends to use the results of this study to assist them in lobbying states to make vision screening mandatory across the country. As there will be additional cost associated with the additional testing, the National School District will be reimbursed by the research project for those additional costs up to \$6,600.00.

Parents of students who participate in the study will do so on a voluntary basis and will be required to sign a consent form. No data shared with OneSight by the District will include any personal information about the student, which means that no one will be able to match data provided to any individual student.

Approval of the modified MOU allows the District to offer the vision clinic this year and for our students to participate in the research study.

Attachments:
MOU

Memorandum of Understanding

Between the National School District and OneSight Regarding the Provision of Vision Services to Students of the National School District

This Memorandum of Understanding (“MOU”) establishes an understanding between the National School District (“NSD”) and OneSight for OneSight to work with NSD to provide certain vision services described herein to NSD students as part of a “Verizon Mobile Vision Care Program” research study.

The terms of this MOU are as follows:

- 1) **Background.** OneSight is an independent nonprofit providing access to quality eye care and new eyewear in underserved communities.
 - NSD has been selected to participate in a OneSight vision clinic during the week of Oct. 29 - Nov. 5, 2016 (“Vision Clinic”). The Vision Clinic will provide free comprehensive eye exams and glasses donated to NSD students at no cost by OneSight.
 - NSD has also been selected to participate in the “Verizon Mobile Vision Care Program” research study designed to measure the impact of vision care on student achievement (“Study”). The Study is a partnership between OneSight, Verizon, SUNY College of Optometry and Smart Vision Labs. The Study will evaluate:
 - the impact of mobile technology (specifically the SVOne auto refractor) on improving vision screening outcomes; and
 - the impact on student achievement gained by providing school-based vision care (a comprehensive eye exam and glasses if needed) during the OneSight vision clinic to students with failed Vision Screenings (as defined herein).
- 2) **Purpose.** The purpose of this MOU is to specify the roles and responsibilities of NSD and OneSight with respect to their partnership in the Vision Clinic and Study.
- 3) **Effective Date and Term.** The Effective Date of this MOU shall be the date the last party signs the MOU. The term of the MOU shall be from the Effective Date through December 31, 2017(“Term”).
- 4) **Definitions.**
 - a) “Parties” refers to both NSD and OneSight collectively.
 - b) “Party” refers to either NSD or OneSight.
 - c) “Pupil Records” constitute the property of NSD (subject to the parents’ right to inspect said records) and refers to the following:
 - i. Basic student identifiers and academic performance indicators maintained by NSD containing identifiable NSD student information, including but not limited to math grades, English/Language Arts grades, attendance records, and standardized test scores;

- ii. Documents provided by OneSight and/or NSD to NSD students, teachers and/or parents to complete, including but not limited to vision surveys and consent forms, which contain any identifiable student information; and
 - iii. Documents generated by OneSight during the course of services performed by OneSight, including but not limited to Vision Screening data and vision exam results, which contain any identifiable NSD student information.
- d) “De-identified Data” means information that cannot be used to identify an individual NSD student.
- e) “Vision Screening” refers to a free vision screening of NSD students provided by trained OneSight and NSD personnel at NSD schools, to include the use of a handheld mobile SVOne auto-refractor device. OneSight will loan the SVOne auto-refractor devices to NSD personnel and will provide training to NSD personnel on how to use these devices, all at no cost to NSD. “Vision Screening” also includes the administering by NSD personnel of state required vision screening tests (i.e. Visual Acuity, Color blindness, Depth Perception tests) to NSD students.
- f) “Vision Services” will occur free of charge to NSD students during the OneSight Vision Clinic located at the Las Palmas Park Camacho Gym located at 1810 E 22nd St National City, CA, 91950 during the week of Oct. 29 - Nov. 5, 2016. The scope of “Vision Services” provided to each NSD student will be determined in accordance with the needs of each individual NSD student and may include any and/or all of the following:
- i. A comprehensive eye exam provided by a licensed eye doctor (who will be arranged for and provided by OneSight at no cost to the NSD) during the Vision Clinic. Written results of each NSD student’s eye exam will be provided to each student by OneSight.
 - ii. A pair of eye glasses (if needed and prescribed by the licensed eye doctor) manufactured by OneSight, also at no cost to the NSD and/or its students. Eye glasses will be provided by OneSight and given directly to NSD students during the Vision Clinic, and/or delivered directly to the NSD to distribute to the appropriate students.

5) OneSight Obligations.

The scope of work to be performed pursuant to this MOU by OneSight is as follows:

- a) OneSight will train NSD school nurses and/or other designated NSD personnel how to use the SVOne mobile device and integrate the use of these devices into NSD’s standard vision screening process. Included in this training by OneSight will be instructions to NSD nurses and/or personnel on how to track the data required for the Study. OneSight will train and assist NSD school nurses and/or designated personnel in performing the Vision Screenings of NSD students prior to the start of the Vision Clinic.
- b) OneSight will either directly fund or reimburse NSD for the additional time required by NSD nurses to administer the SVOne mobile vision screening test to NSD students. Any amount(s) of funding or reimbursement to be paid by OneSight hereunder shall be determined and pre-approved in writing by OneSight, it is sole discretion.

- c) OneSight will provide SVOne mobile devices, tablets and database access to NSD personnel to perform the Vision Screening and collect the necessary data. All devices and database access will be provided at no charge to NSD.
- d) OneSight represents that its employees and agents working with NSD students pursuant to this MOU have been fingerprinted or background checked during the hiring process and that, to OneSight's knowledge, none of them have been convicted of a violent or serious felony.
- e) OneSight will coordinate the Vision Clinic operations, including providing licensed doctors, volunteers and equipment required to operate the Vision Clinic and provide Vision Services to NSD students. All OneSight personnel will perform the Vision Services under this MOU in a skillful and competent manner. Notwithstanding the foregoing, the parties acknowledge and agree that OneSight is not responsible in any way for securing the facilities needed for the Vision Clinic or the transportation of students to and from the Vision Clinic.
- f) OneSight will provide students with the written results of their eye exam.
- g) With respect to those students whose parents have provided written consent for their child to participate in OneSight's Study, OneSight will be given access to confidential Pupil Records by NSD, on the condition that OneSight agrees to abide by the following during and after the Term of this MOU, as and if applicable:
 - i. OneSight will maintain the confidentiality of the Pupil Records of NSD students in accordance with the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g), the Health Insurance Portability and Accountability Act (42 U.S.C. §1320d et seq.), and California Education Code § 49073 et seq.
 - ii. OneSight shall use the same standard of care to protect the confidentiality of NSD Pupil Records as it uses to protect its own confidential information of a similar nature.
 - iii. In the event that there is a breach in the confidentiality of any Pupil Records, OneSight will promptly notify the NSD of the extent of the breach, will take all commercially reasonable actions to mitigate the effects of any such breach, and will take all action to prevent any similar reoccurrence in the future.
 - iv. OneSight will share only De-identified Data, or identifiable data pursuant to applicable law, with its research partner (the State University of New York College of Optometry) for purposes of this Study. OneSight may provide reports to other partners in the Study, including Verizon and Smart Vision Labs; data contained in any such report will be summary or aggregate data.
- h) Prior to the end of the Term of this MOU, OneSight will report to following information to NSD with parent/guardian permission, as applicable:
 - i. The number of NSD students with failed Vision Screenings;
 - ii. The number of NSD students receiving comprehensive eye exam and glasses at the Vision Clinic; and
 - iii. The percent change in achievement scores among NSD students who received an eye exam and glasses at the Vision Clinic.

6) NSD Obligations.

NSD's obligations under this MOU include the following:

- a) NSD will assign one main point of contact to serve as the NSD liaison/coordinator for the OneSight Study and Vision Clinic.
- b) NSD will, with the assistance and training of OneSight, integrate the use of the SVOne mobile device into NSD's Vision Screenings of NSD students. NSD personnel will, with the assistance and training of OneSight as set forth in this MOU, also collect and report Vision Screening data, in compliance with this MOU and applicable laws, rules and regulations regarding such data.
- c) NSD will make all good faith efforts to identify NSD students who should be referred to the Vision Clinic. (Eligible students are those whose Vision Screenings revealed a visual acuity of 20/40 or worse and/or a failing SVOne score).
- d) NSD will provide, and shall be solely responsible with respect to:
 - i. consent forms to parents to notify them of student participation in the Vision Screenings ("Vision Screening Consents"); and
 - ii. consent forms to parents to obtain authorization for student participation in the 1) Vision Clinic and 2) Study, including authorization for NSD to disclose Pupil Records to OneSight and for OneSight to share Vision Screening and other data with NSD and 3) for OneSight to share Vision Screening and other data with its research partners in accordance with Section 5(b)(iv) hereof ("Written Consent and Release" and together with the Vision Screening Consents, the "Consent Forms"). NSD will facilitate and exercise all best efforts to obtain parental signatures for the Written Consent and Release forms, and will provide all executed Written Consent and Release forms to OneSight prior to the Vision Clinic.
- e) NSD will make all good faith efforts to ensure that each NSD student will be present at the OneSight Vision Clinic for 3-5 hours so that the students may receive any and all required Vision Services.
- f) NSD will provide, and shall be solely responsible for, supervision of NSD students at the Vision Clinic.
- g) NSD will provide, and shall be solely responsible for, transportation of NSD students to and from the Vision Clinic at no cost to OneSight.
- h) NSD will collaborate with OneSight in accordance with the terms of this MOU on any news releases or media coverage about the "Verizon Mobile Vision Care Program" Study and the Vision Clinic.
- i) For those students whose parents/guardians signed a Written Consent and Release form for NSD to provide OneSight access to student records, NSD will provide, in accordance with the Written Consent and Release forms obtained, OneSight access to academic and attendance data with respect to students receiving glasses at the Vision Clinic at the following two (2) points in time: 1) when the NSD student receives the glasses; and 2) at a later agreed upon date once the NSD student has had time to wear the glasses (which shall be between six (6) weeks and six (6) months after the student received the glasses).

- j) NSD will provide the CITT Survey to all NSD students receiving glasses at the Vision Clinic at an agreed upon date after the NSD student has had time to wear the glasses (between six (6) weeks and six (6) months after the student received the glasses). NSD will employ all good faith efforts to obtain completed CITT surveys from as many NSD students who received glasses as possible.

7) Termination.

- a) Either Party may terminate this MOU for any reason or no reason upon twenty (20) days' written notice to the other Party. The Parties may mutually agree to waive this notice requirement and terminate the MOU immediately.
- b) In the event that OneSight fails to perform a material term of this MOU, NSD has the right to terminate the MOU upon seven (7) days' written notice to OneSight and all other rights and remedies shall remain available to it at law and equity.
- c) In the event that NSD fails to perform a material term of this MOU, then OneSight shall have the right to terminate the MOU upon seven (7) days' written notice to NSD, and all other rights and remedies shall remain available to it at law and equity.
- d) In the event that OneSight terminates this MOU without cause, OneSight will (i) provide to students the results of any eye exams which had already been completed, and (i) provide to students those eye glasses that had already been ordered prior to termination of this MOU.

8) Indemnification.

- a) OneSight agrees to indemnify, defend, and hold harmless NSD, its officers, agents and employees from and against any claim, liability, loss, injury or damage imposed on NSD arising out of or relating to personal injury (including death), property damage or any other damage caused by or alleged to be caused by the negligence, willful misconduct, bad faith or fraud of OneSight, its employees, agents or subcontractors, except for any liability resulting from the negligent or willful misconduct of NSD, its officers, agents and employees. Upon receipt of notice, OneSight shall promptly assume the defense of any third party suit or proceeding covered by its indemnification obligations hereunder. OneSight shall not settle or compromise any claims against OneSight without OneSight's prior written consent, which may be withheld at OneSight's sole discretion.
- b) NSD agrees to indemnify, defend, and hold harmless OneSight, its officers, agents and employees and representatives from and against any claim, liability, loss, injury or damage imposed on OneSight arising out of or relating to: (i) NSD's obligations with respect to student supervision and transportation as set forth in Sections 6(f) and 6(g) of this MOU, respectively, (ii) personal injury (including death), property damage, or any other damage caused or alleged to be caused by the negligence, willful misconduct, bad faith or fraud of NSD, its employees, agents or subcontractors, except for any liability resulting from the negligent or willful misconduct of OneSight, its officers, agents and employees (iii) the Consent Forms. Upon receipt of notice, NSD shall promptly assume the defense of any third party suit or proceeding covered by its indemnification obligations hereunder. NSD shall not settle or compromise any claims against OneSight without OneSight's prior written consent, which may be withheld at OneSight's sole discretion.

9) **Insurance.**

- a) Each Party shall obtain, pay for and maintain in effect during the life of this MOU a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.
- b) Nothing in this Insurance section shall reduce a Party's liabilities or obligations under the Indemnification section of this MOU.
- c) The Parties acknowledge that NSD is permissibly self-insured under California law.
- d) Upon request, each Party shall provide proof of said insurance to the other Party.

10) **Confidentiality.** During the course of this MOU, each party may receive or have access to information, whether oral, written or electronic, that the other party considers confidential or proprietary, including without limitation all reports, information and data in whatever form, designs, products, processes, equipment, technologies, materials, suppliers, costs, operations, trade secrets, strategies, technical information, marketing data, financial information, and including personally identifiable information ("Confidential Information"). The receiving party will not, without first obtaining the disclosing party's written consent, disclose Confidential Information of the disclosing party to any third party or use such information for any purpose other than for the limited purposes of this MOU. The receiving party will take all appropriate steps to safeguard the Confidential Information and to protect such information against disclosure, misuse, loss or theft. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to those individuals who need to know such information to perform hereunder, including to attorneys, accountants, agents and contractors who have a bona fide need to know and are subject to an obligation of confidentiality no less stringent than set forth in this MOU provided that such individuals abide by the provisions of this MOU. The receiving party shall be liable for the failure of any such individuals to comply with the confidentiality provisions contained in this Section 10.

- a) Confidential Information shall not include: (i) information generally available to, or known to, or which becomes known by, the public with no wrongful act of the receiving party; (ii) information lawfully known by the receiving party prior to disclosure hereunder; (iii) information disclosed by a third party, which is not bound under a confidentiality obligation to the disclosing party, to the receiving party; (iv) information independently developed by the receiving party without the use of information disclosed by the disclosing party; and (v) information lawfully required to be disclosed to any governmental agency which is otherwise required to be disclosed by law, provided that before making such disclosure the receiving party will provide the disclosing party with written notice of the proposed disclosure and an adequate opportunity to object to such disclosure or take action to assure confidential handling of such information.
- b) Upon request or termination of this MOU, the receiving party shall return or destroy all copies of documents and other things in its possession that constitute Confidential Information.

11) **Publicity.** Except as required by law, neither Party shall acquire hereunder any right to use

the name or logo of the other Party (or any of its subsidiaries or affiliates) or any part thereof. Any such use shall require the express written consent of the owner party. Except as required by law, NSD will not, without OneSight's prior written consent, disclose the existence of this MOU or the relationship created hereby. Without OneSight's prior written consent, NSD will not include any Confidential Information in any case studies, industry analyses, or similar materials prepared by NSD for any third party (whether or not OneSight's name is contained therein). NSD will not refer to OneSight, either generically or by name, in any advertising materials, press releases, web sites or other public communication without OneSight's prior written consent in each instance.

- 12) **Governing Law and Venue.** The laws of the State of California shall govern this MOU.
- 13) **Entire Agreement.** This MOU represents the entire understanding between NSD and OneSight and supersedes any and all prior negotiations, representations, understandings or agreements, either written or oral.
- 14) **Interpretation.** This MOU shall be interpreted to give effect to its fair meaning and shall be construed as though both parties prepared it.
- 15) **Assignment.** Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this MOU. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.
- 16) **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this MOU.
- 17) **No Waiver of Default.** No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
- 18) **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of either Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
- 19) **Amendment.** This MOU may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this MOU was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
- 20) **Severability.** If any one or more of the provisions of this MOU is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the MOU, and the remaining provisions of the MOU shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

- 21) **Execution of Counterparts.** If this MOU is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same MOU.
- 22) **Authority.** The Parties warrant and represent that they have the authority to enter into this MOU in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this MOU have been fulfilled.
- 23) **Nondiscrimination.** During the performance of this MOU, the Parties shall not discriminate against any employee, applicant, student or other person connected to this MOU in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
- 24) **Notice.** Any notice given under this MOU shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties. Parties shall promptly update each other when representatives and contact information change.
The Parties' representatives shall be:

NSD:

Dr. Leighangela Brady, Superintendent
1500 N Avenue
National City, CA 91950

Phone: (619) 336-7705

Email:

Leighangela.Brady@national.k12.ca.us

OneSight:

OneSight
4000 Luxottica Place
Mason, Ohio 45040
Attn: Vision Screening & Research
Manager

Phone: (513) 516-7727

Email: jeilers@onesight.org

With a copy to:

4000 Luxottica Place
Mason, Ohio 45040
Attn: General Counsel's Office

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this MOU as of the Effective Date.

For the National School District

For OneSight

By: _____

By: _____

Leighangela Brady, Superintendent NSD
1500 N Avenue
National City, CA 91950
(619-336-7705

Laurie Gerversman, Sr. Director OneSight
4000 Luxottica Place
Mason, Ohio 45040
(513) 765-6881

Date: _____

Date: _____

Date Approved by District Board: _____

September 14, 2016

Agenda Item: **12.E. Business Services**

Agenda Item: **12.E.I. Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2016-2017 school year.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: Approve membership in the Association for Supervision and Curriculum Development (ASCD) for the 2016-2017 school year for the following individuals:

Elena De La Rosa
Felipe De La Peña
Alfonso Denegri
Cindy Frazee
Deborah Hernandez
Leticia Hernandez
Kathy Melanese
Will Mellman
Meghann O'Connor
Sonia Ruan

ASCD is a national organization that provides research-based information to professional educators on a series of current topics and trends in education related to leadership, instruction, staff development, and curriculum. Through monthly publications, consortiums, conferences, and video-based staff development programs, educators have access to various perspectives in modern education, both locally and internationally. Membership in ASCD provides individuals with access to their monthly Educational Leadership Journal, Education Update Newsletter, Curriculum Update Newsletter, and five free books each year. Members also have access to the ASCD website, which provides access to research-based materials, search capabilities, and archived information on educational trends and strategies at the K-12 level.

This membership supports the development of the knowledge necessary to be an effective instructional leader in the District. Content covered in ASCD publications and professional development sessions is always timely and often is used to support teacher development and expertise as well.

Comments: Education Code Section 35172 only allows for the payment of memberships for schools or associations. There is no specific authority for the payment of individual memberships; therefore, governing boards must take specific action to approve the use of District funds for this purpose.

Financial Impact: \$89.00 per member
Annual Cost
General Fund – Individual Site Discretionary Budgets

September 14, 2016

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

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

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

September 14, 2016

Agenda Item: **13. GENERAL FUNCTIONS**

Author/Speaker: Leighangela Brady, Superintendent

Quick Summary /
Abstract: None

September 14, 2016

Agenda Item: **14. EDUCATIONAL SERVICES**

Agenda Item: **14.A. Approve Contract #CT3328 with Illuminate Education, Inc. for data and assessment management system services.**

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

Quick Summary / Abstract: Currently, National School District utilizes Red Schoolhouse's Online Assessment Reporting System (OARS) as our data and assessment management system. OARS was acquired by Illuminate Education, Inc. this past year and customers are transitioning to Illuminate over the next two years. We will remain with OARS this school year and transition to Illuminate for the 2017-2018 school year. As such we want to ensure that all of our data, report cards, assessments, and other tools are transitioned to and working appropriately in the new platform.

In order for the transition to begin this year, we are contracting with Illuminate to begin this process. This will also enable staff to utilize elements of Illuminate that will meet our students and staff needs for Positive Behavior Intervention Support (PBIS) online monitoring and data collection. The tracking of this data will provide vital information to evaluate the implementation of our Local Control Accountability Plan goals for student safety and wellness. In addition, we can begin training staff in the spring to ready them for use of Illuminate as our data and assessment management system for next school year.

Comments: As we transition next year entirely to Illuminate, we will add additional components to the services agreement (such as the Item Bank to enable teachers to create assessments for their students and training) to meet the needs of staff in this transition.

Recommended Motion: Approve contract

Financial Impact: \$25,000
Annual cost
LCFF/EIA Funds

Attachments:
CT3328

DNA SOFTWARE SERVICES AGREEMENT

This DNA Software Services Agreement ("**Agreement**") is entered into effective as of **July 14, 2016** ("**Effective Date**") by and between Illuminate Education, Inc., a California corporation ("**Illuminate**"), and **National School District** ("**District**").

RECITALS

WHEREAS, District desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed, owns and hosts online such a system known as the Illuminate Data and Assessment Management System (the "**System**");

WHEREAS, Illuminate also has acquired from a third party the right to make available in conjunction with the System software for automated grading of multiple choice exams ("**Grading Software**"); and

WHEREAS, District desires to access and use the System and obtain the other services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement. Unless earlier terminated as provided herein, the initial term of this Agreement shall be from the Effective Date through **June 30, 2019** ("**Term**").

2. System Services; Third Party Services.

(a) System Services. Subject to the terms of this Agreement, during the Term, District and District Users (as defined below) may access and use the System for the benefit of District's students, but only with respect to the schools identified on Exhibit A hereto. Exhibit A may be amended for future school years to include additional District schools. District is responsible for the actions of all District Users and other District employees and agents, for ensuring that only District Users are provided access to the System (including ensuring ID and password security), and that access of District Users is limited to that portion of the System and District Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. "**District Users**" means District employees, students and such students' parents or guardians holding a valid ID and password to use the System issued by the District.

(b) Third Party Services. Illuminate has entered into an agreement with a third party that permits it to authorize District Users to download from such third parties' servers, or otherwise access, and use, through the System, the Grading Software subject to execution of a standard end user license agreement with the third party provider. So long as Illuminate continues to have the right from the third party to authorize District to use the Grading Software in connection with the System, it will enable the System to allow District Users to do so. In the event that Illuminate ceases to have such right, or the third party dissolves or otherwise ceases to

make such product available to Illuminate, Illuminate will work with District to identify an alternative product providing substantially similar functionality and on substantially similar terms, and make such product available to District. If Illuminate is unable to find or obtain the right to provide an alternative product on such terms, District's sole remedy will be a reduction in the Annual Fee under Section 3(a) by \$1.00 per student. Illuminate makes no representations or warranties regarding the functionality, quality or continuing availability of the Grading Software (or any alternative product) and will have no liability with respect thereto.

3. Fees.

(a) Annual Fee. District agrees to pay to Illuminate an annual fee (the "**Annual Fee**") for access and use of the System and applicable third party services each school year during the Term consisting of \$4.50 per student for use of the System and the Grading Software.

(b) Student Count. The parties agree that the number of students to be used in calculating the Annual Fee for each school year (the "**Student Count**") shall be the number of students during the preceding school year based upon <http://data1.cde.ca.gov> at schools in the District that will be using or are authorized to use the System.

By way of example, the estimated Annual Fees for the Term assuming a Student Count of 5,551 would be as follows:

Product/School Year	Fee Structure	Estimate of Annual Fee
System and Grading Software, July 1, 2016 – June 30, 2017	\$4.50 per student 5,551 students	\$24,979.50
System and Grading Software, July 1, 2017 – June 30, 2018	\$4.50 per student 5,551 students	\$24,979.50
System and Grading Software, July 1, 2018 – June 30, 2019	\$4.50 per student 5,551 students	\$24,979.50

(c) Initial Training. Illuminate will provide up to 3 days of initial training to District in the basic use of the System at a charge of \$1,500 per day, to be presented as both parties mutually agree. Fees for initial training will be billed by Illuminate in the month following the applicable training. By way of example, the estimated initial training fees assuming the maximum number of training days are used would be as follows:

Product/School Year	Fee Structure	Estimate of Total Initial Training Fees
Initial Training, 2016-2017 *Billed as occurred	\$1,500 per day of training 3 training days	\$4,500

(d) Additional Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Custom development will be at a rate of **\$250** per hour. The scope and timeframe of the custom development will be mutually agreed upon by Illuminate and District. Illuminate reserves the right to deny any request for custom development. Training after initial training is exhausted will be at a rate of **\$1,500** per day for on-site training and **\$500** per day for on-line training.

(e) Payment. The Annual Fee for each school year and fees for training and services shall be paid by District within 30 days of receipt of an invoice from Illuminate. Illuminate may submit an invoice for the Annual Fee in advance of each school year on or after the first day of such school year. Illuminate may submit an invoice for training and other services following the provision of such training or service.

(f) Failure to Make Payment. In the event District fails to pay the Annual Fee or other fees due hereunder when due it will constitute a material breach of this Agreement and, upon written notice from Illuminate, District agrees to immediately cease, and to cause District Users to immediately cease, using the System and Illuminate will have no further obligation to provide any maintenance or support to District or District Users.

(g) Taxes. The fees in this Section 3 do not include sales, use or similar taxes which may be applicable. District is solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income.

4. Ownership of System; Third Party Materials. Illuminate and its third party providers are and will remain the exclusive owners of all right, title and interest in and to the System and all derivative works, and in the materials licensed or provided by such third parties to Illuminate ("***Third Party Materials***"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components. In addition, Illuminate shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed by Illuminate pursuant to this Agreement ("***Specific Developments***"). District will have no rights in the System, any derivative works, the Specific Developments or Third Party Materials, except the right to access and use them as expressly set forth in this Agreement. District agrees not to (i) alter, merge, modify, adapt or translate the System or Third Party Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the System or Third Party Materials to a human-perceivable form, (ii) sell, rent, lease or license the System or Third Party Materials, (iii) create derivative works based upon the System or Third Party Materials or (iv) permit anyone other than District Users to use the

System. District acknowledges that the System is confidential in nature and constitutes a trade secret of Illuminate and agrees to use reasonable efforts to prevent inadvertent disclosure of the System, or elements thereof, to any third party during the Term or thereafter.

5. Implementation, Data Conversion and Hosting. Illuminate agrees to provide the services associated with the implementation of the System and District Data conversion and hosting as follows:

(a) Hosting. The System and District Data will be hosted on Illuminate's servers.

6. System Maintenance and Support. Illuminate agrees to provide maintenance and support of the System to District. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the System; telephone and e-mail support for questions regarding operations of the System; change the System as necessary to incorporate upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure; telephone or web conferences with District to address future growth or modifications to the System. Maintenance and support of the System is provided at no additional cost to District. Illuminate is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the System or databases by District or District Users, District employees or agents, unless such modification or alteration is approved in writing by Illuminate, or (b) any failure of District equipment or software.

7. Responsibilities of District. District agrees to prepare and furnish to Illuminate upon request such information as is reasonably requested by Illuminate in order for Illuminate to perform its obligations under this Agreement.

8. District Data.

(a) Ownership and Control. District will retain ownership of, and the ability to control, all District information, including Pupil Records (as defined below), imported into the System ("***District Data***"). Illuminate may, however, internally use District Data that has been de-identified, including aggregated de-identified information, in order to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications. Upon the termination of this Agreement, to the extent District Data resides on Illuminate servers, Illuminate agrees to assist in the transfer all District Data back to District in an industry standard open format such as SQL at no charge.

(b) Sharing of District Data. Illuminate will not share District Data with or disclose it to any third party, except (i) to District Users, (ii) as directed by District or District Users, (iii) to Illuminate's subcontractors who need access to fulfill Illuminate's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (iv) as required by applicable law. When Illuminate believes that any disclosure is required by applicable law, it will promptly notify District prior to the disclosure and give District a reasonable opportunity to object to the disclosure.

(c) Storage and Process. Illuminate will store and process District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

(d) Social Security Numbers. District agrees that it will not collect or store as part of the District Data or otherwise any social security numbers.

9. Privacy and Security of Student Data.

(a) Definitions.

(i) ***“Pupil-Generated Content”*** means materials created by a pupil, excluding pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(ii) ***“Pupil Records”*** means any information (i) directly related to a pupil that is maintained by District or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee, but does not include de-identified information, including aggregated de-identified information, used by Illuminate to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.

(b) Ownership and Control of Pupil Records. Pupil Records obtained by Illuminate from District will continue to be the property of and under the control of the District.

(c) Possession and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, and may transfer their own Pupil-Generated Content to a personal account, by submitting a written request directly to the District.

(d) Use of Pupil Records. Illuminate will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student’s Pupil Records to engage in targeted advertising.

(e) Correction of Pupil Records. A parent, legal guardian, or student who has reached 18 years of age may review personally identifiable information in the student’s Pupil Records and correct erroneous information contained therein by submitting a written request for access or a written description of the erroneous information and request for correction to District and furnishing District, upon request, such information as is reasonably required to respond to the request. District is responsible for correcting all such erroneous information and Illuminate agrees to fully cooperate with District to make such corrections.

(f) Security and Confidentiality. Illuminate will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. Illuminate will identify those employees and subcontractors who will have access to Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. Illuminate warrants that all Pupil Records will be

encrypted in transmission. Illuminate further warrants that it will deploy electronic security tools and technologies, including anti-virus protection and intrusion-detection methods in providing the services under Agreement.

(g) Notice of Unauthorized Disclosure. In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, District will notify affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of such unauthorized disclosure.

(h) Certification of Non-Retention. Illuminate certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to Illuminate upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

(i) FERPA and State Equivalent Compliance. District and Illuminate each represents and warrants that it and its agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect Pupil Records from disclosure.

(j) Other Third Party Content. Nothing in this Section shall be construed to impose liability on Illuminate for content provided by any third party.

10. Illuminate Warranty.

(a) System Warranty. Illuminate warrants to District that the System as delivered, will materially comply with the published specifications of Illuminate for such System. Illuminate does not warrant that the operation of the System will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, ILLUMINATE AND DISTRICT ACKNOWLEDGE THAT THE SYSTEM IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SYSTEMS OF THIS TYPE.

(b) Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE SYSTEM AND ALL ILLUMINATE SERVICES ARE PROVIDED "AS IS" AND ILLUMINATE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND ILLUMINATE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY SERVICES IS STRICTLY BETWEEN DISTRICT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY SERVICES.

11. Indemnification.

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless District and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that District's use of the System infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the System; (ii) that results from the gross negligence or intentional misconduct of Illuminate or its employees or agents; or (iii) that results from any material breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) By District. To the extent permitted under applicable law, District agrees to defend, indemnify and hold harmless Illuminate and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the gross negligence or intentional misconduct of District or its employees or agents or (ii) any material breach of any of the representations, warranties or covenants contained herein by District.

(c) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**")), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

12. Insurance. Illuminate agrees to carry a comprehensive general and, if Illuminate has any company-owned or company-leased vehicles, automobile, liability (including cyber) insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Illuminate and District against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

13. Termination.

(a) Termination by District. District may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a District fiscal year, by giving Illuminate written notice of its intent to so terminate at least sixty (60) days prior to the end of such District fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution.

(c) Rights in Law and Equity Remain. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(d) Survival. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4, 8, 9, 10, 11, 13 and 14 and any obligations to pay for license fees, services, training or taxes pursuant to Section 3 that were earned or payable relating to the period prior to termination.

14. Miscellaneous.

(a) Entire Agreement; Counterparts. This Agreement and the Exhibits hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement will be in writing and will be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to Illuminate:

Illuminate Education, Inc.
6531 Irvine Center Drive, Suite 100
Irvine, California 92618
Attention: Contracts Administrator
E-mail: Contracts@IlluminateED.com

If to District:

National School District
1500 N. Avenue
National City, California 91950-4827
Attention: Cindy Vasquez
E-mail: cindy.vasquez@national.k12.ca.us

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws.

(f) Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

(h) No Third-Party Beneficiaries. Except for the indemnification rights of certain directors, officers, employees and agents expressly set forth in Section 11, this

Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Improper Payments. Illuminate represents and warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of District any cash or noncash gratuity or payment with a view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Agreement.

(j) EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER DISTRICT OR ILLUMINATE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SYSTEM, (b) LOSS, DAMAGE OR CORRUPTION OF DATA OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(k) CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE ANNUAL FEE FOR ONE YEAR SET FORTH IN SECTION 3. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(l) Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstance beyond such party's reasonable control (a "*Force Majeure Event*"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

(m) Due Authority of Signatories. Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

ILLUMINATE EDUCATION, INC.

Date: _____

By: _____
Lane Rankin, President

NATIONAL SCHOOL DISTRICT

Date: _____

By: _____
Print: _____
Title: _____

EXHIBIT A

DISTRICT SCHOOL LOCATIONS

District Schools

1. Central Elementary
2. El Toyon Elementary
3. Ira Harbison
4. John A. Otis Elementary
5. Kimball
6. Las Palmas
7. Lincoln Acres
8. Olivewood
9. Palmer Way
10. Rancho De La Nacion

September 14, 2016

Agenda Item: **15. HUMAN RESOURCES**

Author/Speaker: Cindy Frazee, Assistant Superintendent, Human Resources

Quick Summary /
Abstract: None

September 14, 2016

Agenda Item: **16. BUSINESS SERVICES**

Agenda Item: **16.A. Presentation regarding the Unaudited Actuals for Beacon Classical Academy National City.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This report is designed to inform the Governing Board, public and other interested parties about the financial condition of the Beacon Classical Academy, National City.

Attachments:
Beacon Classical Academy Budget Report

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

CHARTER SCHOOL CERTIFICATION

Charter School Name: Beacon Classical Academy
(name continued) _____
CDS #: 37-76822-0132621
Charter Approving Entity: National Elementary
County: San Diego
Charter #: 1749
Fiscal Year: 2016-17

To the entity that approved the charter school:
(___) 2016-17 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
Charter School Official
(Original signature required)
Print Name: Richard Navarro Title: _____

To the County Superintendent of Schools:
(___) 2016-17 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)
Print Name: _____ Title: _____

For additional information on the BUDGET, please contact:

<u>For Approving Entity:</u>	<u>For Charter School:</u>
_____ Name	_____ Name
_____ Title	_____ Title
_____ Telephone	_____ Telephone
_____ E-mail address	_____ E-mail address

(___) 2016-17 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Beacon Classial Academy
 (name continued) _____
 CDS #: 37-76822-0132621
 Charter Approving Entity: National Elementary
 County: San diego
 Charter #: 1749
 Budgeting Period: 2016/17

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	1,294,599.00	1,725,324.00		1,725,324.00
Education Protection Account State Aid - Current Year	8012	33,452.00	42,750.00		42,750.00
State Aid - Prior Years	8019				0.00
Tax Relief Subventions (for rev. limit funded schools)	8020-8039				0.00
County and District Taxes (for rev. limit funded schools)	8040-8079				0.00
Miscellaneous Funds (for rev. limit funded schools)	8080-8089				0.00
Revenue Limit Transfers (for rev. limit funded schools):					
PERS Reduction Transfer	8092				0.00
Charter Schools Funding in Lieu of Property Taxes	8096	157,903.00	201,792.00		201,792.00
Other Revenue Limit Transfers	8091, 8097				0.00
Total, LCFF/Revenue Limit Sources		1,485,954.00	1,969,866.00	0.00	1,969,866.00
2. Federal Revenues					
No Child Left Behind	8290	68,694.00		66,263.00	66,263.00
Special Education - Federal	8181, 8182				0.00
Child Nutrition - Federal	8220				0.00
Other Federal Revenues	8110, 8260-8299	250,000.00		325,000.00	325,000.00
Total, Federal Revenues		318,694.00	0.00	391,263.00	391,263.00
3. Other State Revenues					
Charter Categorical Block Grant (8480 N/A per SBX3 - 4)	N/A				0.00
Special Education - State	StateRevSE				0.00
All Other State Revenues	StateRevAO	102,675.00	33,012.00	104,829.00	137,841.00
Total, Other State Revenues		102,675.00	33,012.00	104,829.00	137,841.00
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	20,000.00	500.00		500.00
Total, Local Revenues		20,000.00	500.00	0.00	500.00
5. TOTAL REVENUES					
		1,927,323.00	2,003,378.00	496,092.00	2,499,470.00
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	431,108.00	494,019.00	40,000.00	534,019.00
Certificated Pupil Support Salaries	1200	0.00			0.00
Certificated Supervisors' and Administrators' Salaries	1300	104,000.00	104,000.00		104,000.00
Other Certificated Salaries	1900				0.00
Total, Certificated Salaries		535,108.00	598,019.00	40,000.00	638,019.00
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	38,880.00	43,160.00	10,000.00	53,160.00
Non-certificated Support Salaries	2200	24,000.00	69,750.00		69,750.00
Non-certificated Supervisors' and Administrators' Sal.	2300	143,600.00	124,600.00		124,600.00
Clerical and Office Salaries	2400	19,013.00	60,608.00		60,608.00
Other Non-certificated Salaries	2900	57,024.00	56,000.00		56,000.00
Total, Non-certificated Salaries		282,517.00	354,118.00	10,000.00	364,118.00

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Beacon Classial Academy
(name continued) _____

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
3. Employee Benefits					
STRS	3101-3102	57,417.00	80,263.00		80,263.00
PERS	3201-3202	32,326.00	50,572.00		50,572.00
OASDI / Medicare / Alternative	3301-3302	27,431.00	72,838.00	3,825.00	76,663.00
Health and Welfare Benefits	3401-3402	69,000.00	102,000.00		102,000.00
Unemployment Insurance	3501-3502	16,066.00	15,329.00	805.00	16,134.00
Workers' Compensation Insurance	3601-3602	21,258.00	23,518.00	1,235.00	24,753.00
OPEB, Allocated	3701-3702				0.00
OPEB, Active Employees	3751-3752				0.00
PERS Reduction (for revenue limit funded schools)	3801-3802				0.00
Other Employee Benefits	3901-3902				0.00
Total, Employee Benefits		223,498.00	344,520.00	5,865.00	350,385.00
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	45,000.00	21,236.00	23,764.00	45,000.00
Books and Other Reference Materials	4200	10,000.00	10,000.00	0.00	10,000.00
Materials and Supplies	4300	75,000.00	20,000.00	55,000.00	75,000.00
Noncapitalized Equipment	4400	55,000.00	20,000.00	35,000.00	55,000.00
Food	4700	50,000.00	48,435.00	1,565.00	50,000.00
Total, Books and Supplies		235,000.00	119,671.00	115,329.00	235,000.00
5. Services and Other Operating Expenditures					
Subagreements for Services	5100				0.00
Travel and Conferences	5200	6,000.00	2,862.00	27,138.00	30,000.00
Dues and Memberships	5300	6,000.00	5,000.00	0	5,000.00
Insurance	5400	13,500.00	15,000.00	0.00	15,000.00
Operations and Housekeeping Services	5500	22,800.00	44,500.00	0.00	44,500.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	140,500.00	110,000.00	94,500.00	204,500.00
Professional/Consulting Services & Operating Expend.	5800	203,111.00	212,739.00	203,260.00	415,999.00
Communications	5900	6,500.00	7,000.00	0.00	7,000.00
Total, Services and Other Operating Expenditures		398,411.00	397,101.00	324,898.00	721,999.00
6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)					
Sites and Improvements of Sites	6100-6170				0.00
Buildings and Improvements of Buildings	6200				0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300				0.00
Equipment	6400				0.00
Equipment Replacement	6500				0.00
Depreciation Expense (for full accrual basis only)	6900	7,750.00	7,750.00		7,750.00
Total, Capital Outlay		7,750.00	7,750.00	0.00	7,750.00
7. Other Outgo					
Tuition to Other Schools	7110-7143				0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213				0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	60,420.00	80,156.00		80,156.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				0.00
All Other Transfers	7281-7299				0.00
Debt Service:					
Interest	7438	30,000.00	20,000.00		20,000.00
Principal	7439				0.00
Total, Other Outgo		90,420.00	100,156.00	0.00	100,156.00
8. TOTAL EXPENDITURES		1,772,704.00	1,921,335.00	496,092.00	2,411,427.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		154,619.00	82,043.00	0.00	82,043.00

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Beacon Classial Academy
(name continued) _____

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				0.00
2. Less: Other Uses	7630-7699				0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)					
		154,619.00	82,043.00	0.00	82,043.00
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791		154,619.00		154,619.00
b. Adjustments to Beginning Balance	9793, 9795				0.00
c. Adjusted Beginning Balance		0.00	154,619.00	0.00	154,619.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		154,619.00	236,662.00	0.00	236,662.00
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				0.00
Stores	9712				0.00
Prepaid Expenditures	9713				0.00
All Others	9719				0.00
b. Restricted					
	9740			0.00	0.00
c. Committed					
Stabilization Arrangements	9750				0.00
Other Commitments	9760				0.00
d. Assigned					
Other Assignments	9780				0.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789	50,000.00	50,000.00		50,000.00
Unassigned / Unappropriated Amount	9790	104,619.00	186,662.00	0.00	186,662.00

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Beacon Classial Academy
 (name continued) _____
 CDS #: 37-76822-0132621
 Charter Approving Entity: National Elementary
 County: San diego
 Charter #: 1749
 Fiscal Year: 2016/17

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2016/17			Totals for 2017/18	Totals for 2018/19
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	1,725,324.00	0.00	1,725,324.00	1,953,437.00	2,155,540.00
Education Protection Account State Aid - Current Year	8012	42,750.00	0.00	42,750.00	47,500.00	52,250.00
State Aid - Prior Years	8019	0.00	0.00	0.00		
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0.00	0.00	0.00		
County and District Taxes (for rev. limit funded schools)	8040-8079	0.00	0.00	0.00		
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0.00	0.00	0.00		
Revenue Limit Transfers (for rev. limit funded schools):						
PERS Reduction Transfer	8092	0.00	0.00	0.00		
Charter Schools Funding in Lieu of Property Taxes	8096	201,792.00	0.00	201,792.00	224,214.00	246,635.00
Other Revenue Limit Transfers	8091, 8097	0.00	0.00	0.00		
Total, LCFF/Revenue Limit Sources		1,969,866.00	0.00	1,969,866.00	2,225,151.00	2,454,425.00
2. Federal Revenues						
No Child Left Behind	8290	0.00	66,263.00	66,263.00	73,625.00	80,988.00
Special Education - Federal	8181, 8182	0.00	0.00	0.00		
Child Nutrition - Federal	8220	0.00	0.00	0.00		
Other Federal Revenues	8110, 8260-8299	0.00	325,000.00	325,000.00		
Total, Federal Revenues		0.00	391,263.00	391,263.00	73,625.00	80,988.00
3. Other State Revenues						
Charter Categorical Block Grant (8480 N/A thru 2014/15 - SBX3-4)	N/A	0.00	0.00	0.00		
Special Education - State	StateRevSE	0.00	0.00	0.00		
All Other State Revenues	StateRevAO	33,012.00	104,829.00	137,841.00	147,977.00	158,446.00
Total, Other State Revenues		33,012.00	104,829.00	137,841.00	147,977.00	158,446.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	500.00	0.00	500.00	500.00	500.00
Total, Local Revenues		500.00	0.00	500.00	500.00	500.00
5. TOTAL REVENUES						
		2,003,378.00	496,092.00	2,499,470.00	2,447,253.00	2,694,359.00
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	494,019.00	40,000.00	534,019.00	618,220.00	706,631.00
Certificated Pupil Support Salaries	1200	0.00	0.00	0.00		
Certificated Supervisors' and Administrators' Salaries	1300	104,000.00	0.00	104,000.00	106,600.00	111,997.00
Other Certificated Salaries	1900	0.00	0.00	0.00		
Total, Certificated Salaries		598,019.00	40,000.00	638,019.00	724,820.00	818,628.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	43,160.00	10,000.00	53,160.00	55,818.00	58,609.00
Non-certificated Support Salaries	2200	69,750.00	0.00	69,750.00	73,237.00	76,899.00
Non-certificated Supervisors' and Administrators' Sal.	2300	124,600.00	0.00	124,600.00	130,830.00	137,372.00
Clerical and Office Salaries	2400	60,608.00	0.00	60,608.00	63,638.00	66,820.00
Other Non-certificated Salaries	2900	56,000.00	0.00	56,000.00	58,800.00	61,740.00
Total, Non-certificated Salaries		354,118.00	10,000.00	364,118.00	382,323.00	401,440.00

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Beacon Classial Academy
(name continued) _____

Description	Object Code	FY 2016/17			Totals for 2017/18	Totals for 2018/19
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	80,263.00	0.00	80,263.00	104,592.00	133,273.00
PERS	3201-3202	50,572.00	0.00	50,572.00	59,261.00	68,646.00
OASDI / Medicare / Alternative	3301-3302	72,838.00	3,825.00	76,663.00	84,696.00	93,335.00
Health and Welfare Benefits	3401-3402	102,000.00	0.00	102,000.00	113,100.00	124,755.00
Unemployment Insurance	3501-3502	15,329.00	805.00	16,134.00	17,825.00	19,643.00
Workers' Compensation Insurance	3601-3602	23,518.00	1,235.00	24,753.00	27,346.00	30,136.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00		
OPEB, Active Employees	3751-3752	0.00	0.00	0.00		
PERS Reduction (for revenue limit funded schools)	3801-3802	0.00	0.00	0.00		
Other Employee Benefits	3901-3902	0.00	0.00	0.00		
Total, Employee Benefits		344,520.00	5,865.00	350,385.00	406,820.00	469,788.00
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	21,236.00	23,764.00	45,000.00	35,000.00	40,000.00
Books and Other Reference Materials	4200	10,000.00	0.00	10,000.00	10,500.00	11,025.00
Materials and Supplies	4300	20,000.00	55,000.00	75,000.00	31,000.00	34,500.00
Noncapitalized Equipment	4400	20,000.00	35,000.00	55,000.00	20,000.00	15,000.00
Food	4700	48,435.00	1,565.00	50,000.00	60,000.00	70,000.00
Total, Books and Supplies		119,671.00	115,329.00	235,000.00	156,500.00	170,525.00
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0.00	0.00	0.00		
Travel and Conferences	5200	2,862.00	27,138.00	30,000.00	5,500.00	6,000.00
Dues and Memberships	5300	5,000.00	0.00	5,000.00	5,250.00	5,513.00
Insurance	5400	15,000.00	0.00	15,000.00	17,500.00	20,000.00
Operations and Housekeeping Services	5500	44,500.00	0.00	44,500.00	46,725.00	49,061.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	110,000.00	94,500.00	204,500.00	214,725.00	225,460.00
Professional/Consulting Services and Operating Expend.	5800	212,739.00	203,260.00	415,999.00	228,367.00	240,964.00
Communications	5900	7,000.00	0.00	7,000.00	7,350.00	7,719.00
Total, Services and Other Operating Expenditures		397,101.00	324,898.00	721,999.00	525,417.00	554,717.00
6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)						
Sites and Improvements of Sites	6100-6170	0.00	0.00	0.00		
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00		
Equipment	6400	0.00	0.00	0.00		
Equipment Replacement	6500	0.00	0.00	0.00		
Depreciation Expense (for full accrual only)	6900	7,750.00	0.00	7,750.00	7,750.00	7,750.00
Total, Capital Outlay		7,750.00	0.00	7,750.00	7,750.00	7,750.00
7. Other Outgo						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00		
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	80,156.00	0.00	80,156.00	95,000.00	111,031.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00		
All Other Transfers	7281-7299	0.00	0.00	0.00		
Debt Service:						
Interest	7438	20,000.00	0.00	20,000.00		
Principal	7439	0.00	0.00	0.00		
Total, Other Outgo		100,156.00	0.00	100,156.00	95,000.00	111,031.00
8. TOTAL EXPENDITURES		1,921,335.00	496,092.00	2,417,427.00	2,298,630.00	2,533,879.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		82,043.00	0.00	82,043.00	148,623.00	160,480.00

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Beacon Classial Academy
(name continued) _____

Description	Object Code	FY 2016/17			Totals for 2017/18	Totals for 2018/19
		Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0.00	0.00	0.00		
2. Less: Other Uses	7630-7699	0.00	0.00	0.00		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00		
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)						
		82,043.00	0.00	82,043.00	148,623.00	160,480.00
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	154,619.00	0.00	154,619.00	236,662.00	385,285.00
b. Adjustments to Beginning Balance	9793, 9795	0.00	0.00	0.00		
c. Adjusted Beginning Balance		154,619.00	0.00	154,619.00	236,662.00	385,285.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		236,662.00	0.00	236,662.00	385,285.00	545,765.00
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0.00		0.00		
Stores	9712	0.00	0.00	0.00		
Prepaid Expenditures	9713	0.00	0.00	0.00		
All Others	9719	0.00	0.00	0.00		
b. Restricted						
	9740		0.00	0.00		
c. Committed						
Stabilization Arrangements	9750	0.00		0.00		
Other Commitments	9760	0.00		0.00		
d. Assigned						
Other Assignments	9780	0.00		0.00		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	50,000.00	0.00	50,000.00	100,000.00	150,000.00
Undesignated / Unappropriated Amount	9790	186,662.00	0.00	186,662.00	285,285.00	395,765.00

September 14, 2016

Agenda Item: **16.B. Report on year-end actual ending balances for the 2015-16 year and budget revisions to the 2016-17 adopted budget.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This report is designed to inform the Governing Board, public and other interested parties about the financial condition of the District. All 2015-16 unrestricted and restricted programs have been closed out and now reflect year-end actual balances instead of budget estimates.

Comments: Itemized revisions reflect General Fund revenue and expenditure adjustments since budget adoption on June 22, 2016. These revisions include 2015-16 ending balances, carryovers, budget adjustments and permanent transfers.

September 14, 2016

Agenda Item: **16.C. Approve year-end actual ending balances for the 2015-16 year and approve budget revisions to the 2016-17 adopted Budget.**

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Quick Summary / Abstract: This report is designed to inform the Governing Board, public, and other interested parties about the financial condition of the District. All 2015-16 unrestricted and restricted programs have been closed out and now reflect year-end actual balances instead of budget estimates.

Comments: Itemized revisions reflect General Fund revenue and expenditure adjustments since budget adoption on June 22, 2016. These revisions include 2015-16 ending balances, carryovers, budget adjustments and permanent transfers.

See Exhibit B

Recommended Motion: Approve year-end actual ending balances for the 2015-16 year and budget revisions to the 2016-17 adopted Budget

September 14, 2016

Agenda Item: **16.D. Authorize the Assistant Superintendent of Business Services to use incentive awards valued at over \$200 each for meal application submittals.**

Author/Speaker: Christopher Carson, Assistant Superintendent Business Services

Quick Summary / Abstract: As part of an incentive program to encourage families to return meal applications in a timely manner, CNS service has developed an incentive awards giveaway that includes one mini iPad to be awarded per school site. Each mini iPad costs \$374. Education Code 44015 stipulates any award given that costs over \$200 must be approved by the Governing Board.

Comments: Incentive programs are common practice for school districts who are concerned they might otherwise experience lower than desired results on their collection efforts. Given the importance of the results of this Provision 2 base year effort and the impact it has on E-Rate funding, LCFF, and other programs, the award prizes are excellent incentives to which children can relate.

Recommended Motion: Authorize use of incentive awards valued at over \$200 each

Financial Impact: \$7740
One time cost
Cafeteria Funds

September 14, 2016

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

Author/Speaker: Christopher Carson, Assistant Superintendent, Business Services

Rationale:

1. \$282.00 from El Toyon Teachers to El Toyon School for classroom supplies, field trips and training.
2. \$402.90 from Box Tops for Education to Lincoln Acres School to be used for Teacher Appreciation Day.
3. \$648.00 from Lifetouch National School Studios to Lincoln Acres School for teacher incentives.
4. \$79.41 from Target Take Charge of Education to Lincoln Acres School for teacher incentives.

Quick Summary / Abstract:

- El Toyon Teachers have an interest in supporting youth.
- Box Tops for Education works throughout the year to support various programs at Ira Harbison School and National School District.
- Lifetouch Portrait Company is a community partner with an interest in supporting youth.
- Target's Take Charge of Education donations are accumulated when supporters of the school make purchases at Target using their REDcard. Target donates up to 1% of these purchases to the eligible K-12 school they've designated.

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

September 14, 2016

Agenda Item: **17. BOARD WORKSHOP**

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

Agenda Item: **19. ADJOURNMENT**