



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

### MEETING OF THE BOARD OF TRUSTEES

Black Oak Mine Unified School District will provide a safe learning environment that challenges all students to achieve academic excellence, develop their creative potential, and acquire marketable, career, technical, and personal skills.

**June 19, 2014**

Robert Williams, Ed.D., Superintendent

#### Board of Trustees

Joe Scroggins

Darcy Knight

Jeff Shurtz

Steve DePue

Jeff Burch

#### Student Representative to the Board

MacKensie Clark

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
6540 WENTWORTH SPRINGS ROAD  
GEORGETOWN, CALIFORNIA**

**Black Oak Mine Unified School District will provide a safe learning environment that challenges all students to achieve academic excellence, develop their creative potential, and acquire marketable, career, technical, and personal skills.**

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

<b>DATE:</b>	<b>June 19, 2014</b>
<b>TIME:</b>	<b>5:00 p.m. (Closed) 7:00 p.m. (Open)</b>
<b>LOCATION:</b>	<b>6540 Wentworth Springs Road Georgetown, CA</b>

Visitors are always welcome at meetings of the Board of Trustees and their suggestions and comments are encouraged. Those wishing to address the Board may do so when the item on the agenda is taken up, prior to action being taken by the Board, or under "Communications". Pursuant to Board Bylaw 9323, at the time of Oral Communications, the Board President will ascertain if there is a need for a time limit and will advise the public. With Board consent, the President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. The agenda packet for this public meeting, as well as agenda documents distributed less than 72 hours prior to this meeting, are available for review at the Black Oak Mine Unified School District Office at the above address. If you are an individual with a disability and need an accommodation, please contact the District Office at 333-8300 at least 48 hours in advance. The Board meetings are taped by the District Office and the tape recordings are destroyed after 30 days.

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**AGENDA**

- 1.0 CALL TO ORDER - OPEN SESSION -5:00 P.M.
- 2.0 PUBLIC COMMENT ON CLOSED SESSION AGENDA
- 3.0 CLOSED SESSION TOPICS

The Board of Trustees will review matters pertaining to the following topics as necessary and will announce in public prior to going into Closed Session which topics will be considered in that Closed Session.

  - 3.1 Confidential Pupil Matter-Interdistrict Transfer Appeal Hearing Student #009
  - 3.2 Confidential Pupil Matter-Interdistrict Transfer Appeal Hearing Student #010 & #011
  - 3.3 Confidential Pupil Matter-Student #7-10, Expunge Record
  - 3.4 Certificated Personnel Action-ARCS Renew Contracts for 2014-15 (Page 20)
  - 3.5 Classified Personnel Action-ARCS Renew Contracts for 2014-15 (Page 22)
  - 3.6 Certificated Personnel Action-ARCS Teacher (Page 24)
  - 3.7 Classified Personnel Action-ARCS (2) Positions (Page 26)
  - 3.8 American River Charter School Salary Schedule & Benefit Cap Increase (Pages 28-29)
  - 3.9 Public Employee Employment- Resignations, District Nurse and Special Education Teacher (Page 31)
  - 3.10 Certificated Personnel Action-Employ Teachers at Otter Creek 1.0 FTE, Golden Sierra Junior-Senior High School 1.0 FTE and Special Ed Teacher .05 FTE (Page 34)
  - 3.11 Confidential Pupil Matter-Review Non-Public School placements
  - 3.12 Discussion Concerning Personnel Matters Pursuant to Gov. Code 54957-CSROP
  - 3.13 Conference with Robert Williams, District Labor Negotiator, Regarding Labor Negotiations the Black Oak Mine Teachers Association and the California School Employees Association, Gold Chain Chapter #660
- 4.0 OPEN SESSION - 7:00 P.M.

The Board of Trustees will reconvene in open session.

5.0 DISCLOSURE OF ACTION TAKEN, IF ANY, IN CLOSED SESSION

6.0 PLEDGE OF ALLEGIANCE

7.0 ADOPTION OF THE AGENDA

The Board may act upon an item of business not appearing on the posted agenda if, first, the Board publicly identifies the item, and second, one of the following occurs:

- 7.1 The Board, by majority vote of the full Board, decides that an emergency exists, as defined in Govt. Code Section 54956.5;
- 7.2 Upon a decision by a 2/3 vote of the Board members present at the meeting, or if less than 2/3 of the Board members are present, a unanimous vote of those present decides, that there is a need to act immediately and that the need to take action came to the District's attention after the agenda was posted; or
- 7.3 The item was on the agenda of a prior meeting of the Board occurring not more than five calendar days prior to the date of this meeting, and at the prior meeting the item was continued to this meeting.

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

8.0 COMMUNICATIONS - 7:05 P.M.

8.1 Written Communications

8.2 Oral Communications - Members of the public may address the Board on any items of interest to the public that are within the subject matter jurisdiction of the Board, but are not on the agenda or are on the consent agenda. However, the Board shall not act upon, respond to, or comment on the merits of any item presented during the Oral Communications, although the Board may ask clarifying questions of the presenter or refer the presenter to a District procedure if appropriate. (Government Code Sections 54954.2 and 54954.3) This is also the time to address any items on the consent agenda.

9.0 B.O.M.T.A. REPORT - 7:15 P.M.

10.0 C.S.E.A. REPORT - 7:20 P.M.

11.0 SUPERINTENDENT'S REPORT - 7:25 P.M.

12.0 INFORMATION & DISCUSSION - 7:35 P.M.

12.1 Board Self-Evaluation (Pages 1-8)

EXPLANATION: The Board of Trustees will discuss a Self-Evaluation of the Board and consider setting a special meeting to discuss Governance.

12.2 Strategic Plan & Goals (Pages 9-10)

EXPLANATION: The Strategic Plan adopted by the board drives the planning and decision making of the board and district. This discussion will identify when the board will elect to update the Strategic Plan Goals; whether it will be done at a regular board meeting or at a board workshop.

13.0 NEW BUSINESS - 8:00 P.M.

13.1 Local Control and Accountability Plan Adoption (Page 11)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve and adopt the Local Control and Accountability Plan as presented.

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

13.2 2014-15 Budget Adoption (Page 13)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve and adopt the 2014-15 Budget as presented.

M \_\_\_\_\_ S \_\_\_\_\_ V \_\_\_\_\_

13.3 Cafeteria Meal Price Increase (Pages 15)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to adopt the proposal to increase cafeteria meal prices for the 2014-15 school year.

M \_\_\_\_\_ S \_\_\_\_\_ V \_\_\_\_\_

13.4 Board Resolution #2014-15 Declaring an Election Be Held (Pages 17-18)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to adopt Board Resolution #2014-15 Declaring an Election Be Held.

M \_\_\_\_\_ S \_\_\_\_\_ V \_\_\_\_\_

14.0 CONSENT AGENDA – 8:40 P.M.

M \_\_\_\_\_ S \_\_\_\_\_ V \_\_\_\_\_

14.1 Certificated Personnel Action-American River Charter School (Pages 19-20)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the certificated personnel action to renew contracts for the American River Charter School teachers as submitted for the 2014-15 school year.

14.2 Classified Personnel Action-American River Charter School (Pages 21-22)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the classified personnel action to renew contracts for the American River Charter School classified personnel as submitted for the 2014-15 school year.

14.3 Certificated Personnel Action-American River Charter School (Pages 23-24)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the employment of Rose Fabian, 1.0 FTE Teacher at the American River Charter School for the 2014-15 school year.

14.4 Classified Personnel Action-American River Charter School (Pages 25-26)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the employment of Lindsey Lewin, Teaching Assistant and Ana Edwards, Office Clerk at the American River Charter School for the 2014-15 school year.

14.5 American River Charter School Certificated Salary Schedule and Benefit Cap Increase (Pages 27-29)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the certificated salary schedule and benefit cap increase for the American River Charter School for the 2014-15 school year.

14.6 Letters of Resignation (Page 31)

RECOMMENDATION: It is recommended that the Board of Trustees accept the letters of resignation from Kristin Wadden, District Nurse and Hawlie Sherman Special Education Teacher.

14.7 Certificated Personnel Action (Pages 33-34)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the employment of Eleanor Surryhne, 1.0 FTE Teacher at Otter Creek, Shawn Dunkley, 1.0 FTE Teacher Golden Sierra Junior-Senior High School and Julia Tanaka, .5 FTE Special Education Teacher for the 2014-15 school year.

14.8 Carl Perkins Vocational Education Program Waiver (Pages 35-37 )

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the submission of the waiver request for the Carl Perkins Vocational Education program.

14.9 2012-13 Bond Performance Audit Report (Page 39)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the 2012-13 Bond Performance Audit Report.

14.10 Non-Public School Placements (Page 41)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve six non-public school placements for the 2014-15 school year.

14.11 AB923 School Bus Replacement Funding Agreement #509-F1411 (Pages 43-58)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the AB923 School Bus Replacement Funding Agreement #509-F1411.

14.12 Consultant Service Agreement with APEX Learning, Inc. (Pages 59-70)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with APEX Learning, Inc.

14.13 Consultant Service Agreement with VAST Networks (Pages 71-85)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with VAST Networks.

14.14 Board Resolution #2014-16 Establishing Fund Balance Policies as Required by GASB 54 (Pages 87-88)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to adopt Board Resolution #2014-16 Establishing Fund Balance Policies as Required by GASB 54.

14.15 Student #7-10 Expunge Record (Page 89)

RECOMMENDATION: It is recommended that the Board of Trustees expunge the expulsion record of Student #7-10.

14.16 Board Meeting Minutes (Pages 91-93)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the minutes from the Board Meeting on May 22, 2014.

14.17 Purchase Orders, Warrants, Bids and Quotes (Page 95)

RECOMMENDATION: It is recommended that 2013-14 fiscal year Batch numbers 4107-4116 dated May 8 through May 29, 2014 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund and Batch numbers 4055 and 4058 dated May 8 and May 13, 2014, for ROP Fund, for a total of \$322,540.06 be approved.

14.18 Gifts (Pages 97-99)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to accept the gifts donated.

15.0 REPORTS OF THE BOARD OF TRUSTEES – 9:15 P.M.

16.0 FUTURE MEETINGS

The next regular meeting of the Board is scheduled for Thursday, August 14, 2014, 7:00 P.M.

17.0 CLOSED SESSION

The Board will continue review of matters specified under agenda item 3.0 as required.

18.0 ADJOURNMENT



# BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 12.1 Board Self-Evaluation

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will evaluate themselves in six areas: Contextual, Educational, Interpersonal, Analytical, Political and Strategic.

BACKGROUND: The Board of Trustees agreed to conduct a self-evaluation every year. The evaluation is based on six dimensions of board competency: Contextual, Educational, Interpersonal, Analytical, Political and Strategic. Listed under each of the six major headings are statements describing a variety of related board actions. Each Board member will score each action according to how frequently it occurs. At the end of each section scores from all Board members will be tabulated and a grade will be assigned for each of the six dimensions of competency.

## SCHOOL BOARD SELF-EVALUATION

This evaluation is based on the six dimensions of board competency. Listed under each of the six major headings are statements describing a variety of related board actions. You will score each action according to how frequently it occurs. At the end of each section, you will tabulate the scores and assign a grade for each of the six dimensions of competency. At the end of the evaluation, you will assign your board an overall grade.

<b>CONTEXTUAL</b>				
<b>This action occurs:</b>	<b>Frequently</b>	<b>Occasionally</b>	<b>Rarely</b>	<b>Never</b>
1. Board takes the time to learn about important issues facing schools through actions such as allowing teachers, students, and administrators to report at meetings.	10 9 8	7 6 5	4 3 2	1 0
2. Board discusses and researches events and trends in the larger community that may affect schools.	10 9 8	7 6 5	4 3 2	1 0
3. Board reviews district's mission statement.	10 9 8	7 6 5	4 3 2	1 0
4. Board recognizes the superintendent as chief executive officer and educational leader of the district.	10 9 8	7 6 5	4 3 2	1 0
5. I have been present at board meetings where discussions about values of the district were key factors in reaching a conclusion to a problem.	10 9 8	7 6 5	4 3 2	1 0
6. Board communicates its decisions to all affected by them.	10 9 8	7 6 5	4 3 2	1 0
7. Board keeps abreast of policies mandated by state and federal law, Department of Public Instruction, attorney general opinions, and the courts.	10 9 8	7 6 5	4 3 2	1 0
8. Board establishes and maintains a systematic plan for feedback on policies to determine effectiveness, their worth, and whether they need to be amended, modified, or canceled.	10 9 8	7 6 5	4 3 2	1 0
9. Board keeps informed about what children are learning through reports on scholastic achievement, vocational programs, and the impact of extracurricular activities.	10 9 8	7 6 5	4 3 2	1 0
10. Board stays aware of its debt limitations and sets priorities based on total financial needs of the system and maintaining an adequate financial reserve.	10 9 8	7 6 5	4 3 2	1 0
<b>SCORE:</b> Use a grading scale from one of the school sites.	_____ / 100		<b>*GRADE:</b>	

	_____ %			
<b>EDUCATIONAL</b>				
<b>This action occurs:</b>	<b>Frequently</b>	<b>Occasionally</b>	<b>Rarely</b>	<b>Never</b>
1. Board assigns new members a mentor to help them learn the ropes and provides new members with detailed explanation of the board's mission.	10 9 8	7 6 5	4 3 2	1 0
2. Board requests a decision be postponed until further information can be obtained.	10 9 8	7 6 5	4 3 2	1 0
3. Board conducts an explicit examination of its responsibilities, discussing its role in district management.	10 9 8	7 6 5	4 3 2	1 0
4. At least once every two years, the board has a retreat or special session to examine its performance.	10 9 8	7 6 5	4 3 2	1 0
5. Board is given and reads the agenda and background materials well in advance of meeting.	10 9 8	7 6 5	4 3 2	1 0
6. Board participates in in-service programs at regional, state, and national levels.	10 9 8	7 6 5	4 3 2	1 0
7. I have participated in board discussions about what the board should do differently as a result of the mistakes made.	10 9 8	7 6 5	4 3 2	1 0
8. Board leadership goes out of its way to make sure that all members have the same information on important issues.	10 9 8	7 6 5	4 3 2	1 0
9. I read through the board's policies, procedures, and employee contracts.	10 9 8	7 6 5	4 3 2	1 0
10. Board has discussion about the effectiveness of its performance.	10 9 8	7 6 5	4 3 2	1 0
<b>SCORE:</b> Use a grading scale from one of the school sites.	_____/ 100 _____ %		<b>*GRADE:</b>	

INTERPERSONAL				
This action occurs:	Frequently	Occasionally	Rarely	Never
1. Board's split decisions do not result in a split board.	10 9 8	7 6 5	4 3 2	1 0
2. Board members are able to hold confidential items in confidence.	10 9 8	7 6 5	4 3 2	1 0
3. Board president and superintendent confer so that differences of opinion are identified.	10 9 8	7 6 5	4 3 2	1 0
4. Board members are able to speak their minds without fear of being ostracized.	10 9 8	7 6 5	4 3 2	1 0
5. I have discussed with fellow members common interests we share outside the boardroom.	10 9 8	7 6 5	4 3 2	1 0
6. Once a decision is made, the board works together to see that it is accepted and carried out.	10 9 8	7 6 5	4 3 2	1 0
7. At our board meetings, there is at least as much dialogue among members as there is among members and staff.	10 9 8	7 6 5	4 3 2	1 0
8. Board has adopted some explicit goals for itself, distinct from district goals.	10 9 8	7 6 5	4 3 2	1 0
9. Board provides biographical information that helps members get to know one another better.	10 9 8	7 6 5	4 3 2	1 0
10. Board handles conflict openly and constructively.	10 9 8	7 6 5	4 3 2	1 0
<b>SCORE:</b> Use a grading scale from one of the school sites.	_____ / 100 _____ %		<b>*GRADE:</b>	

ANALYTICAL				
This action occurs:	Frequently	Occasionally	Rarely	Never
1. I have been in board meetings where subtleties of issues dealt with escaped the board.	10 9 8	7 6 5	4 3 2	1 0
2. Board explicitly examines the "downside" or possible pitfalls of any important decision it is about to make.	10 9 8	7 6 5	4 3 2	1 0
3. Board questions administrative proposals, requiring the superintendent to defend or reconsider his/her recommendations.	10 9 8	7 6 5	4 3 2	1 0
4. Board is attentive to how it reaches conclusions.	10 9 8	7 6 5	4 3 2	1 0
5. Decisions of the board on one issue tend to influence how it handles other issues.	10 9 8	7 6 5	4 3 2	1 0
6. When faced with an important issue, the board often "brainstorms," generating a list of creative approaches or solutions to the problem.	10 9 8	7 6 5	4 3 2	1 0
7. Board seeks outside assistance from consultants or other districts when considering its work.	10 9 8	7 6 5	4 3 2	1 0
8. Board does not present new issues of a complex nature for immediate action.	10 9 8	7 6 5	4 3 2	1 0
9. Before reaching a decision on important issues, board requests input from students or staff likely to be affected by the decision.	10 9 8	7 6 5	4 3 2	1 0
10. Board handles issues that are ambiguous and complicated by appointing committees to conduct in-depth research.	10 9 8	7 6 5	4 3 2	1 0
<b>SCORE:</b> Use a grading scale from one of the school sites.	_____ / 100 _____ %		<b>*GRADE:</b>	

<b>POLITICAL</b>				
<b>This action occurs:</b>	<b>Frequently</b>	<b>Occasionally</b>	<b>Rarely</b>	<b>Never</b>
1. Board shows an awareness of the impact its decisions will have on the community.	10 9 8	7 6 5	4 3 2	1 0
2. Board encourages the public to attend board meetings.	10 9 8	7 6 5	4 3 2	1 0
3. Board actively cooperates with the news media to spread information about schools programs.	10 9 8	7 6 5	4 3 2	1 0
4. Board has formed ad hoc committees/task forces that include staff and community representatives as well as board members.	10 9 8	7 6 5	4 3 2	1 0
5. Board offers committees referenced in #4 opportunities to report at meetings.	10 9 8	7 6 5	4 3 2	1 0
6. Board and its members maintain channels of communication with key community leaders.	10 9 8	7 6 5	4 3 2	1 0
7. If the board thinks a group of constituents is likely to disagree with an action it's considering, it makes sure to learn how the public feels before rendering the decisions.	10 9 8	7 6 5	4 3 2	1 0
8. Board has adopted a policy on parent and public relations/involvement, which it references and reviews.	10 9 8	7 6 5	4 3 2	1 0
9. Board withstands the pressure of special interest groups.	10 9 8	7 6 5	4 3 2	1 0
10. Board is actively involved in state and federal education legislation.	10 9 8	7 6 5	4 3 2	1 0
<b>SCORE:</b> Use a grading scale from one of the school sites.	_____ / 100 _____ %		<b>*GRADE:</b>	

STRATEGIC				
This action occurs:	Frequently	Occasionally	Rarely	Never
1. Board devotes more time to putting out fires than it devotes to preparing for the future.	10 9 8	7 6 5	4 3 2	1 0
2. Board sets clear organizational priorities for the year ahead.	10 9 8	7 6 5	4 3 2	1 0
3. At least once a year, board asks the superintendent to articulate his/her vision for the school district's future and offer strategies to realize that vision.	10 9 8	7 6 5	4 3 2	1 0
4. Board discusses where the school district will be five years from now.	10 9 8	7 6 5	4 3 2	1 0
5. Within the past year, board has reviewed school district strategies for attaining long-term goals.	10 9 8	7 6 5	4 3 2	1 0
6. I have been at board meetings where discussion focused on identifying or overcoming school district weaknesses.	10 9 8	7 6 5	4 3 2	1 0
7. Board makes explicit use of long-term priorities of the school district in dealing with current issues.	10 9 8	7 6 5	4 3 2	1 0
8. Board compares reports on schools' progress with the district's long-term goals.	10 9 8	7 6 5	4 3 2	1 0
9. Board has a procedure in place for conducting superintendent evaluations.	10 9 8	7 6 5	4 3 2	1 0
10. Board is periodically advised of availability of outside funds, such as state and federal grants, special programs, community resources, research programs and special construction funds.	10 9 8	7 6 5	4 3 2	1 0
<b>SCORE:</b> Use a grading scale from one of the school sites.	_____ / 100 _____ %		<b>*GRADE:</b>	

**OVERALL GRADE:**

\_\_\_\_\_ / 600

\_\_\_\_\_ %

**GRADE:**

**COMMENTS:**

**GOALS:**

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 12.2 Discuss the Update/Review of Strategic Plan and Goals

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Strategic Plan Goals adopted by the board drive the planning and decision making of the board and district. This discussion will identify when the board will elect to update the Strategic Plan Goals; whether it will be done at a regular board meeting or at a board workshop.

BACKGROUND: Annually there will be discussion on how and when to update strategic plans and goals.

# Black Oak Mine Unified School District PROCESS FOR ACHIEVEMENT 2013-2014

## MISSION

Black Oak Mine Unified School District will provide a safe learning environment that challenges all students to achieve academic excellence, develop their creative potential, and acquire marketable, career, technical, and personal skills.

## VISION

Black Oak Mine Unified School District will provide the opportunity for all students to be healthy, responsible, productive citizens, skilled workers, lifelong learners, and contributors to their local and world communities.

Align  
Resources  
& Initiatives

Ask...  
Is it Mission  
Critical?

Leverage the  
Experts  
Among Us

Use Data to  
Guide,  
Monitor, &  
Adjust

## Goals for Achieving Results:

- Students Achieve Academic Excellence** - The District will:
- provide a comprehensive continuum of educational options and services for all students;
  - provide curriculum, instructional materials, instructional practices and staff development which enables all students to meet Common Core Standards;
  - regularly assess student progress toward standards and modify programs as appropriate;
  - regularly assess student progress toward completion of college entry requirements.

## Students Develop Creative Potential

- The District will:
- provide an educational program which inspires students and staff to take risks, express themselves creatively, explore areas of interest, reflect upon their work and demonstrate/publish their achievements;
  - provide a comprehensive, articulated K-12 visual and performing arts program which actively involves all students.

## Students Learn Marketable & Technical Skills

- The District will:
- provide a K-12 school-to-career program;
  - will provide programs that enable students to develop marketable technical skills for entry-level employment; students will be able to integrate writing, reading, mathematics, research, and scientific skills to perform a task to completion.

## Students Learn Personal Skills

- The District will:
- provide an educational program which promotes understanding of multiple cultures and tolerance for a variety of beliefs;
  - promote opportunities for students to be assessed on oral presentations;
  - provide programs, which instill personal skills including communication, confidence, motivation, effort, responsibility, initiative, perseverance, caring, teamwork, and problem solving.

## Student Results:

- Students Achieve Academic Excellence
- Students Develop Creative Potential
- Students Learn Marketable and Technical Skills
- Students Learn Personal Skills

## Essential Conditions:

- Safe Learning Environment Which Fosters School Success
- Staff Excellence
- Fiscal Responsibility

## Goals for Meeting Essential Conditions:

### Safe Learning Environment Which Fosters Student Success-

The district will:

- provide a learning environment free from violence and harassment by creating a culture that will enhance the social and emotional well being of students, staff, and community;
- provide facilities to serve students, staff, and promote pride in the school community;
- provide and maintain technology resources, staff development and technical support for teachers to integrate technology into the curriculum to improve student learning;
- actively seek and support partnerships with parents, community, and businesses in order to connect students with the community.

### Staff Excellence

- The District will:
- recruit, hire, train and retain excellent teachers, administrators and support staff.

### Fiscal Responsibility

- The District will:
- have a balanced budget that supports the Vision, Mission and Goals.

*"The BOMUSD Board strives to engage in two-way communication between all stakeholders."* John Foley, Board President

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.1 Local Control and Accountability Plan

MEETING DATE: June 19, 2014

FROM: Drew Woodall, Director of Educational Services  
Roslynne Manansala-Smith, CFO  
Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the Local Control and Accountability Plan for Black Oak Mine Unified School District.

BACKGROUND: The Local Control and Accountability Plan (LCAP) was established in the Education Code to serve as a blueprint for Districts' actions and expenditures to support student outcomes. Our District first had a public hearing of our draft plan on June 16, 2014 and then presented the plan for adoption by the Board of Trustees on June 19, 2014.



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.2 2014-15 Annual Budget

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Roslynnne Manansala-Smith, Chief Fiscal Officer

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve and adopt the 2014-15 budget as presented.

BACKGROUND: Education Code section 42127(a)(2) requires that school districts adopt an annual budget no later than July 1 of each year. Education Code section 42127(e) requires school districts revise their adopted budget no later than September 8<sup>th</sup> of each year to reflect changes in projected income or expenditures that become known after the annual budget is adopted. No later than 45 days after the Governor signs the annual Budget Act, Education Code section 42124(l)(4) requires school districts to make budgetary changes necessary to reflect new information included in the State budget. As a result of these requirements, staff will be closely monitoring developments in Sacramento as well as revising the District's budget projections over the summer and hopefully will bring a revised budget to the Board no later than the regular meeting of the Board on September 11, 2014.

Copies of the state required SACS2013 Financial Report will be provided under separate cover for the Board of Trustees and will be available on public display on Friday, June 13, 2014.



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.3 Cafeteria Meal Price Increase

MEETING DATE: June 19, 2014

FROM: Roslynne Manansala-Smith, Chief Fiscal Officer  
Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to adopt the proposal to increase cafeteria meal prices for the 2014-15 school year.

Breakfast:

- Elementary breakfast, \$1.50 - an increase of \$0.25
- Junior High breakfast, \$1.75 - an increase of \$0.50
- High school breakfast, \$2.00 - an increase of \$0.50
- Adult breakfast, \$2.50 - an increase of \$0.50

Lunch:

- Elementary lunch, \$2.75 - an increase of \$0.25
- Junior High lunch, \$3.00 - an increase of \$0.50
- High School lunch, \$3.25 - an increase of \$0.25
- Adult lunch, \$4.00 - an increase of \$0.50

BACKGROUND: The Food Service Department is proposing that these increases become effective with the beginning of the 2014-15 school year.

The proposed increase is based upon research reflecting the rising costs in food, mandated menus from USDA and the State (based on Healthy Hunger Free Kids Act of 2010), and the increasing cost of employee salaries and benefits. Included in the study was a price comparison among area districts, of which BOMUSD was among the lowest. The last meal price increase in the District was in 2007.

Please see the attached recommendation letter from Renee Hedden, Coordinating Kitchen Manager for the District, which includes additional information and statistics.

June 9, 2014

Roslynne Manansala-Smith  
Chief Business Official  
Black Oak Mine Unified School District  
6540 Wentworth Springs Rd.  
Georgetown, CA 95634

Dear Roslynne:

I would like to recommend an increase in the school meal prices starting the beginning of school year 2014-15. Currently, this is the district and county meal price situation:

- BOMUSD price is \$2.50 for lunches for grades K-8 and \$3.00 for grades 9-12; Breakfast prices are \$1.25 for grades K-8 and \$1.50 for grades 9-12.
- Mean price in the county is \$2.75 for lunches and \$1.52 for breakfast; median price is \$2.75 and \$1.50 for lunch and breakfast, respectively.
- BOMUSD meal prices are among the lowest in the county.

Paid Lunch Equity Tool recommendation:

- The PLE Tool (Tool) was created to help School Food Authorities (SFAs) calculate their paid lunch price increase requirement and non-Federal source contributions to meet the requirements in Section 205 of the Healthy, Hunger-Free Kids Act of 2010.
- After concluding the PLE, it suggests our required price increase for school year 2014-15 is a weighted average of \$2.65.
- The \$2.65 is based on adjusting school year 2013-14 price requirement by the 2% rate increase plus the Consumer Price Index of 2.27%.
- Federal reimbursement rate for each paid meal sold for breakfast is \$0.34 and \$0.36 for lunch. We receive no state reimbursement for paid meals sold.

A price increase is recommended due to the following reasons:

- Increase in food costs due to current meal requirements for the Healthy, Hunger-Free Kids Act of 2010.
- Increase in salary of cafeteria employees.
- BOMUSD has not increased meal prices since 2007.

In this light, to be able to meet present operating costs, I would like to recommend that we increase meal prices to the following:

- Student Breakfast, K-6 \$1.50
- Student Breakfast, 7-8 \$1.75
- Student Breakfast, 9-12 \$ 2.00
- Student Lunch, K-6 \$2.75
- Student Lunch, 7-8 \$3.00
- Student Lunch, 9-12 \$ 3.25
- Adult Breakfast, \$2.50
- Adult Lunch, \$4.00

Sincerely,

Renee Hedden  
Coordinating Kitchen Manager

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.4 Board Resolution #2014-15 Declaring an Election Be Held

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the board of trustees consider approving Board Resolution #2014-15-Declaring an Election Be Held

BACKGROUND: Black Oak Mine Unified School District is declaring an election be held in our jurisdiction consolidating with other districts requesting services. The election will be held on November 4, 2014 for the nomination of three (3) vacant seats for candidates for the Board of Trustees.

RESOLUTION NO. 2014-15

**Black Oak Mine Unified School District**

Declaring an Election Be Held in its Jurisdiction  
Consolidation with Other Districts  
Requesting Election Services

WHEREAS, it is the determination of the above-named district that an election be held on November 4, 2014, at which election the issue to be presented to the voters shall be:

NOMINATION OF CANDIDATES

No. of Members

To be Elected

3

Term

Full 4 year terms to expire 12/07/2018

BE IT RESOLVED that the Elections Department of El Dorado County is hereby requested to:

1. Consolidate said election with any other election conducted on the same day.
2. Authorize and direct the Registrar of Voters, at District expense, to provide all necessary services, which shall include, **but not be limited to:**

publications, issue nomination documents, ballots, sample ballots,  
election officers, polling places and canvass.

3. In the event of a tie vote, the winning candidate shall be decided by lot.

PASSED AND ADOPTED on June 19, 2014 at a regular meeting, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
President

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.1 Certificated Personnel Action - American River Charter

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Shelly King, Personnel Services Coordinator

RECOMMENDATION: It is recommended that the certificated personnel action to renew contracts for the American River Charter School teachers be approved as submitted for the 2014-15 school year.

BACKGROUND: Teachers employed at the American River Charter School must be employed annually as stated in the Charter petition. These positions are necessary due to current enrollment and are contingent on enrollment numbers. These positions may fluctuate with need. The certificated personnel action is submitted in accordance with District policy.

## CERTIFICATED PERSONNEL ACTION

### American River Charter School

#### Certificated Employment 2014-2015 School Year

Susan Whittington	.4 FTE Charter School Director
	.1 FTE Nurse
Brenda Travers	.1 FTE Psychologist
Barbara Richey	1.0 FTE Teacher (Home Study Program)
David Gleason	.96 FTE Teacher (Home Study Program)
Dyan Gleason	1.0 FTE Teacher (Home Study Program)
Jennifer Alcorn	.4 FTE Teacher (Home Study Program)
Anne Sawyer-Scharf	1.0 FTE Teacher
Sally Dyck	.6 FTE Teacher
Diane Bevis	1.0 FTE Teacher
Rose Fabian	1.0 FTE Teacher (Pending Board Approval)
Yvonne Yates	1.0 FTE Teacher
Linda Riek	.96 FTE Teacher

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.2 Classified Personnel Action - American River Charter

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Shelly King, Personnel Services Coordinator

RECOMMENDATION: It is recommended that the classified personnel action to renew contracts for the American River Charter School classified personnel be approved as submitted for the 2014-15 school year.

BACKGROUND: Employees at the American River Charter School must be employed annually as stated in the Charter petition. These positions are necessary due to current enrollment and are contingent on enrollment numbers. These positions may fluctuate with need. The classified personnel action is submitted in accordance with District policy.

CLASSIFIED PERSONNEL ACTION

American River Charter School

Classified Employment 2014-2015 School Year

Margaret Bueghly	.8125 FTE Office Clerk
Laura Money Penny	.96 FTE Office Manager
Ana Edwards	.2 FTE Office Clerk (Pending Board Approval)
Lindsey Lewin	.375 FTE Teaching Assistant (Pending Board Approval)
Nina Blonski	.125 Teaching Assistant
Kris Christner	.625 FTE Teaching Assistant
Catherine Yoho	.625 FTE Teaching Assistant
Debbie Hansen	.75 FTE Teaching Assistant

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT**

AGENDA ITEM: 14.3      Certificated Personnel Action-American River Charter School

MEETING DATE:              June 19, 2014

FROM:                          Dr. Robert Williams, Superintendent  
Shelly King, Personnel Services Coordinator

RECOMMENDATION:      It is recommended that the Board of Trustees consider taking action to employ Rose Fabian, 1.0 FTE Teacher at American River Charter School for the 2014-15 school year.

BACKGROUND:              The position is necessary due to a vacancy. The certificated personnel action is submitted in accordance with District policy.

American River Charter School  
CERTIFICATED PERSONNEL ACTION

Certificated Employment 2014-2015 School Year

1.0 FTE Teacher

Rose Fabian – Rose has been a charter school teacher for the past 11 years.

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT**

AGENDA ITEM: 14.4 Classified Personnel Action – American River Charter

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Shelly King, Personnel Services Coordinator

RECOMMENDATION: It is recommended that the Board of Trustees approve the employment of Lindsey Lewin, 3 hrs., Teaching Assistant and Ana Edwards, 1.6 hrs., Office Clerk at the American River Charter School for the 2014-15 school year.

BACKGROUND: These positions are necessary due to current enrollment and are contingent on enrollment numbers. These positions may fluctuate with need. The classified personnel action is submitted in accordance with District policy.

American River Charter School  
CLASSIFIED PERSONNEL ACTION

Classified Employment 2014-15 School Year

3 Hour Teaching Assistant

Lindsey Lewin - Lindsey has been an active volunteer and parent at the American River Charter School. She also holds a teaching credential.

1.6 Hour Office Clerk

Ana Edwards - As a parent volunteer, Ana was actively involved while the Charter School was being created.

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

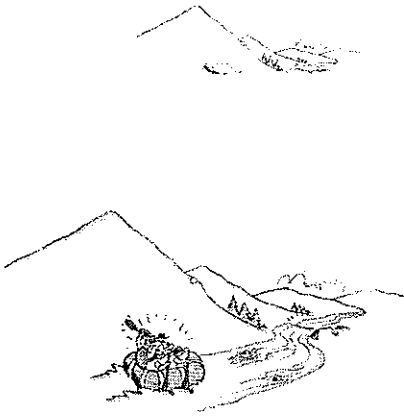
AGENDA ITEM: 14.5 American River Charter School Certificated Salary Schedule and Benefit Cap Increase

MEETING DATE: June 19, 2014

FROM: Shelly King, Personnel Services Coordinator  
Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the certificated salary schedule and benefit cap increase for the American River Charter School for the 2014-15 school year.

BACKGROUND: American River Charter School is requesting the approval of the salary schedule and benefit cap increase for the American River Charter School teachers. The competitive salary schedule is based upon midrange Black Oak Mine Unified School District salaries and comparisons with other local charter schools' salary schedules.



*American River Charter School  
Georgetown, California 95634  
530-333-8340  
2014-15 SCHOOL YEAR  
Certificated  
3% Cap Increase 2014-15*

<i>Step</i>	<i>Daily*</i>	<i>Annual</i>
<i>1</i>	<i>\$221</i>	<i>\$40,304</i>
<i>2</i>	<i>\$233</i>	<i>\$42,366</i>
<i>3</i>	<i>\$244</i>	<i>\$44,428</i>
<i>4</i>	<i>\$256</i>	<i>\$46,678</i>
<i>5</i>	<i>\$269</i>	<i>\$48,927</i>
<i>6</i>	<i>\$282</i>	<i>\$51,364</i>
<i>7</i>	<i>\$297</i>	<i>\$53,988</i>
<i>8</i>	<i>\$311</i>	<i>\$56,613</i>
<i>9</i>	<i>\$327</i>	<i>\$59,425</i>
<i>10</i>	<i>\$343</i>	<i>\$62,424</i>
<i>11</i>	<i>\$361</i>	<i>\$65,611</i>

*\*assumes 182 work days, with 180 student days, 2 work days and 8 hour work day*

*Other assumptions:*

- *\$727.27 cap (11 Months) on health and welfare benefits: \$8,000 YEARLY Pro rated to FTE*
- *Staffing for the homestudy academy is based on a 25:1 student:teacher ratio.*

DISCLOSURE OF AGREEMENT with AMERICAN RIVER CHARTER CERTIFICATED EMPLOYEES  
In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5; CCR, Title V, Section 15449

The proposed agreement covers the period beginning July 1, 2014 and will be acted upon by the Governing Board at its meeting on June 19, 2014. The Charter Fund 09 is impacted as follows.

**Bargaining Unit Group**  
(Please use separate disclosure for each group)

Certificated  
Classified  
Confidential/Classified Management  
Other-Administrators  
Superintendent

Select	Cost of 1% *
x	\$ 5,091

\* includes salary and related benefits, e.g. STRS, PERS, Workers Compensation, Unemployment

**A. Proposed Change in Compensation**

	Compensation	Fiscal Impact of Proposed Agreement	%
		FISCAL YEAR 2014-15	
1	Salary Schedule - Increase(Decrease)	13,520	2.66%
2	Step and Column - Increase (Decrease) due to movement plus any changes due to settlement		
3	Other Compensation (complete description below)	-	
4	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc. (may be included in costs above or shown separately)	1,752	0.34%
5	Health/Welfare Benefits - Increase (Decrease)	8,000	1.57%
6	Total Compensation	23,272	4.57%
7	Total Number of Represented Employees	10	
8	Total Compensation Average Cost per Employee - Increase (Decrease)	2,327	

**Other Compensation - Increase (Decrease)**  
(Stipends, Bonuses, etc.) Provide Description below:  
Increase annual health & welfare benefit cap from \$6,000 to \$8,000.

9 Were any additional steps, columns, or ranges added to the schedules?

YES

NO

If yes, please explain

10 Does this bargaining group have a negotiated cap for Health and Welfare benefits

YES

NO

If yes, please indicate the cap amount.

\$8,000



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.6 Letters of Resignation

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees accept the letters of resignation from Kristin Wadden, District Nurse and Hawlie Sherman, Special Ed Teacher.

BACKGROUND: The letters of resignation will be provided to the Board of Trustees under separate cover.



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.7 Certificated Personnel Action

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Shelly King, Personnel Services Coordinator

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to employ Eleanor Surryhne as a 1.0 FTE Teachers at Otter Creek and Shawn Dunkley as a 1.0 FTE English/Drama Teacher at Golden Sierra Junior-Senior High School and Julia Tanaka as a 0.5 FTE Special Education Teacher for the 2014-15 school year.

BACKGROUND: These positions are necessary due to vacancies. The certificated personnel action is submitted in accordance with District policy.

## CERTIFICATED PERSONNEL ACTION

### Certificated Employment 2014-15

Eleanor Surrhyne – 1.0 FTE Multiple Subject Teacher, Otter Creek School. Eleanor has been a substitute teacher for the El Dorado County Office of Education and most recently has worked as an Instructional Aide III at Northside School.

Shawn Dunkley – 1.0 FTE English/Drama Teacher, Golden Sierra Junior-Senior High School. Shawn was employed with the El Dorado Union High School District as a Reader for 5 years and then completed her teaching credential program to pursue a teaching career.

Julia Tanaka – .5 FTE Special Education Teacher, Golden Sierra Junior Senior High School. Julia has been student teaching at Northside School.

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.8 Carl D. Perkins Vocational Education Program Waiver

MEETING DATE: June 19, 2014

FROM: Kevin Ahern, Principal, Golden Sierra Junior-Senior High School  
Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the submission of the waiver request for the Carl D. Perkins Vocational Education program.

BACKGROUND: The Carl D. Perkins Vocational and Technical Education Improvement Act of 2006, Public Law 105-332 Section 131(d)(1) requires local agencies whose allocations are less than \$15,000 to enter into a consortium with other agencies for the purpose of meeting the \$15,000 minimum grant requirement. However, Section 131(d)(2) of the permits states to waive the consortium requirement in any case in which the local agency (a) is in a rural, sparsely populated area, or is a public charter school operating secondary vocational and technical education programs; and (b) demonstrates it is unable to enter into a consortium to participate in the Perkins funding. We are applying for the waiver under Section 131(d)(2)(a).

ck/board/6-19-14/carl perkins waiver

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California Department of  
**EDUCATION**



## Waiver Request System

### Confirmation

Print a copy of this confirmation page and retain it for your records.

#### District Information

Waiver number:Fed-2-2014

District:Black Oak Mine Unified

Address:6540 Wentworth Springs Rd.

City:Georgetown

State:CA

Zip code:95634

Fax:530-333-8333

#### Waiver Information

Period of request start date:7/1/2014

Period of request end date:6/30/2017

Is this waiver a renewal?Yes

Previous waiver number:FED-5942010-WC2

Previous SBE approval date:3/11/2011

Waiver topic:Federal Program Waiver

Ed Code title:Carl D. Perkins Voc and Tech Ed Act

Ed Code section:PL 109-270 Section 131(c)(1)

Ed Code authority:PL 109-270 Section 131(c)(2)

Education Code or California Code of Regulations section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law. Section 131(d)(2) of the Career and Technical Education and Improvement Act of 2006 permits states to waive the consortium requirement in any case in which the local agency: (a) is in a rural, sparsely populated area, or is a public charter school operating secondary vocational and technical education programs; (b) demonstrates it is unable to enter into a consortium to participate in the Perkins funding.

Student population1370

Located in a(n) Rural city

What is the NCES locale code for your school?42

Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.Black Oak Mine Unified School District has a student population of 1370 and is located in a rural area in El Dorado County. In the past, Black Oak Mine Unified School District has participated in a consortium with Placer Union High School District which is located in Placer County. Due to the

geographic difference between the two districts and being in two separate counties the needs of the students in the Black Oak Mine Unified District were not being addressed. The district decided to apply and was approved for a waiver in the 2007-08 school year.

### Approvals

Local board approval date:5/22/2014

### Attachments

No attachments were submitted.

### Contact Information

Title:Ms.

First name:Heather

Last name:Penley

Position:Career Specialist

E-mail:hpenley@bomusd.org

Telephone:530-333-8330 x143

[Waiver Request System Logon](#)

[Waiver General Information](#)

Questions: Waiver Office | 916-319-0824

California Department of Education  
1430 N Street  
Sacramento, CA 95814

[Web Policy](#)



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.9 2012-13 Bond Performance Audit Report

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the 2012-13 Bond Performance Audit Report.

BACKGROUND: Article 13A, Section 1(b)(3)(C) of the California Constitution requires that the Board of Trustees conduct an annual, independent performance audit of the bonds to ensure that the funds have been expended only on the specific projects listed. The performance audit report covers the costs of the projects that were incurred planning, bidding or construction for the year ending June 30, 2013.

Our auditor of record for 2012-13 is Goodell, Porter, Sanchez & Bright, LLP with John Goodell, CPA, being assigned to conduct and prepare the audit report for our District.

The Citizens Bond Oversight Committee reviewed and approved the 2012-13 Bond Performance Audit Report on June 3, 2014. It is now being presented to the Board for their approval.

A copy of the audit is being provided under separate cover for the Board of Trustees.



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.10 Non-Public School Placements

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Drew Woodall, Director of Educational Services

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve six non-public school placements for the 2014-15 school year.

BACKGROUND: Six students have been placed at Guiding Hands. The contracts are provided to the Board under separate cover.



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.11 AB923 School Bus Replacement Funding Agreement #509-F1411

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Roslynne Manansala-Smith, Chief Fiscal Officer

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the AB923 School Bus Replacement Funding Agreement #509-F1411.

BACKGROUND: This agreement made and entered by and between the El Dorado County Air Quality Management District (AQMD), and Black Oak Mine Unified School District requires; (1) AQMD to use said funds for projects eligible for grants under the Carl Moyer Air Quality Standards Attainment Programs; (2) the new purchase, retrofit, repower or add on equipment for previously unregulated agricultural sources of air pollution, (3) the purchase of new, or retrofit of emissions control equipment for existing, school buses pursuant to the Lower-Emission School Bus Program (LESBP) adopted by the state board; and (4) an accelerated vehicle retirement or repair program. Black Oak Mine Unified School District has met the eligibility criteria and has been approved for funding to purchase new buses in the amount of \$279,999.00 (amount shall not exceed \$279,999.00).

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

## AB923 School Bus Replacement

## FUNDING AGREEMENT #509-F1411

**THIS AGREEMENT**, made and entered by and between the El Dorado County Air Quality Management District, a county air quality management district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD") and Black Oak Mine Unified School District, (hereinafter referred to as "District");

**WITNESSETH:**

**WHEREAS**, the California Clean Air Act requires local air districts to reduce emissions from motor vehicles; and

**WHEREAS**, AB 923, codified in California Health and Safety Code (H&SC) section 44225, authorizes districts to impose an additional fee of up to two dollars upon certain registered motor vehicles within AQMD, and the Governing Board of AQMD has imposed said fee; and

**WHEREAS**, AB 923 (H&SC section 44229(b)) requires AQMD to use said funds for: (1) projects eligible for grants under the Carl Moyer Air Quality Standards Attainment Program; (2) the new purchase, retrofit, repower or add on equipment for previously unregulated agricultural sources of air pollution, (3) the purchase of new, or retrofit of emissions control equipment for existing, school buses pursuant to the Lower-Emission School Bus Program (LESBP) adopted by the state board; and (4) an accelerated vehicle retirement or repair program; and

**WHEREAS**, District has proposed a Project Proposal that meets the eligibility criteria of LESBP and AQMD and that has been approved by AQMD for funding; and

**WHEREAS**, District represents that it is willing and able to perform the activities set forth herein; and

**WHEREAS**, it is the intent of the parties hereto that such activities be in conformity with all applicable federal, state and local laws;

**NOW, THEREFORE**, AQMD and District mutually agree as follows:

**ARTICLE I**

**Project/Project Milestones:** District shall perform all activities and work necessary to complete the project as set forth in the "New School Bus Replacement Project, Completion and Implementation Workplan and Schedule" (hereinafter referred to as "Project") attached hereto as Exhibit A and incorporated herein by this reference. District agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and

complete, per schedule, in a professional manner, the services described herein. District represents that District has the expertise necessary to adequately perform the Project, specified in Exhibit A, marked "New School Bus Replacement Project Completion and Implementation Workplan and Schedule," all applicable updates, amendments, and clarifications, and agrees that:

1. District shall own, operate, and maintain the new replacement school bus within El Dorado County in a daily use status for five (5) years or more. District is responsible for reporting to AQMD, on a yearly basis, and in accordance with Exhibit B, marked "AB 923 New School Bus Replacement Project Annual Usage Reporting Form," the use status of each replacement bus. If District fails to own, operate, and maintain the new replacement bus for at least five (5) years after purchase, District shall immediately reimburse to AQMD the pro rata share of the awarded funding based on the minimum five year requirement.
2. District agrees to operate and maintain the new replacement school bus in accordance with the manufacturer's specifications and recommendations and the terms of this Agreement.
3. The obligations set forth in this ARTICLE I, Project/Project Milestones, shall survive any termination of this Agreement.

In the event of any conflict between or among the terms and conditions of this Agreement, the Project Proposal incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;
2. The California Air Resources Board (ARB) 2008 LESBP Guidelines, issued April 15, 2008 including all applicable updates, amendments and clarifications found in the Advisory Mailouts and all collectively referred to as the "LESBP Guidelines" throughout this Agreement;
3. Exhibit A to this Agreement; and
4. The "School Bus Replacement Request for Proposals" (RFP) released to Interested Parties by AQMD and dated December 10, 2013.

## **ARTICLE II**

**Term and Performance Timetable:** District shall commence performance of work and produce all work products, and complete the Project within the deadlines for performance, as identified in Exhibit A of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement. No work may begin on the Project until this Agreement is fully executed.

District shall ensure the existing school bus, which is being replaced, is dismantled within sixty (60) days of the receipt of the new, replacement bus, in accordance with the definition of

"dismantle" set forth in 2008 LESBP Guidelines, Appendix A. In accordance with Appendix E of the LESBP Guidelines, District shall obtain, retain and send to AQMD required documentation of the dismantling and disposal of the replaced bus. District shall submit all other regular reports as specified in Exhibit A.

### **ARTICLE III**

**Reimbursement/Funding Cap:** AQMD will reimburse District for the cost of the Project in an amount not to exceed \$279,999.00, as follows:

1. If the funding identified above does not cover the total cost of the Project as outlined in the Project Proposal, District shall obtain through other sources sufficient additional monies to fund the total cost of the Project. Proof of such additional monies in the form required by AQMD shall be submitted to AQMD for approval prior to starting any work under this Agreement. In the event funding from other sources for the total cost of the Project is not received by District, AQMD reserves the right to terminate or renegotiate this Agreement in its sole discretion.
2. The total obligation of AQMD under this Agreement Shall Not Exceed \$279,999.00 inclusive of all applicable sales taxes and use taxes.
3. In no event shall funding under this Agreement exceed the applicable funding cap set forth in the LESBP Guidelines.

### **ARTICLE IV**

**Payments:** AQMD will reimburse District after itemized invoices and verification are submitted to AQMD, Attention: Dave Johnston, APCO, and such invoices and verification are approved by AQMD as set forth below.

- A. Said invoice shall set forth in detail the eligible Project expenses incurred pursuant to this Agreement.
- B. The itemized invoices and supporting documentation are subject to verification and approval by the APCO. Payment to District for eligible Project expenses will be made within forty-five (45) calendar days of the APCO's approval and verification. Submitted documentation must include the original invoice from the District to AQMD for the amount allowable under the LESBP.
- C. The amount to be paid to District under this Agreement is applicable only to the base cost of the replacement school bus and eligible optional equipment, including all sales and use taxes.
- D. In no event shall reimbursement paid by AQMD to District for the eligible Project expenses pursuant to this Agreement exceed the amount set forth in ARTICLE III, Reimbursement / Funding Cap.

Surplus Funds: Any funding under this Agreement, which is not expended by District or subject to reimbursement to District pursuant to the terms and conditions of this Agreement shall automatically revert to AQMD. Only expenditures incurred by District in the direct performance of this Agreement will be reimbursed by AQMD. Allowable expenditures under this Agreement are specifically established and included in Exhibit A.

Closeout Period: All final claims for reimbursement shall be submitted by District to AQMD within sixty (60) days after the delivery of the replacement bus is completed. No action will be taken by AQMD and no reimbursement will be made on claims submitted beyond the 60-day closeout period.

#### **ARTICLE V**

**Non-Allocation of Funds:** The terms of this Agreement and the reimbursement to be provided hereunder are contingent on the approval of funding by the appropriating government agency. If sufficient funds are not allocated for AB 923 funding, AQMD may request that the Project be modified and the Agreement amended or AQMD may, in its sole discretion, terminate this Agreement at any time by giving the District written notice of termination of this Agreement due to non-allocation of funds. Such notice shall be effective immediately subject to reimbursement for activities properly performed prior to termination and as limited by available funding.

#### **ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VII**

**Independent District/Liability:** District is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs work required by the terms of this Agreement and exclusively assumes responsibility for the acts of District's employees, associates, and subcontractors in connection with the performance of District's obligations under the Project and this Agreement.

District shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. AQMD shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to District or its employees.

ARTICLE VII, Independent District/Liability, shall survive any termination of this Agreement.

#### **ARTICLE VIII**

**Termination:** AQMD may withhold payments or immediately suspend or terminate this Agreement, in whole or in part, where in the determination of AQMD there is:

1. An illegal or improper use of the grant funds;

2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report is submitted to AQMD;
4. A failure to submit documentation detailing disposition of the replacement school bus, in compliance with the 2008 LESBP Guidelines, within 60 days of accepting delivery of the new school bus; or
5. Improperly performed services.

In no event shall any payment by AQMD constitute a waiver by AQMD of any breach of this Agreement or any default, which may then exist on the part of District. Neither shall such payment impair or prejudice any remedy available to AQMD with respect to the breach or default. District shall promptly refund to AQMD, upon demand, any funds disbursed to District under this Agreement which in the judgment of AQMD were not expended in accordance with the terms of this Agreement. This obligation of District to refund monies shall survive any termination of the Agreement.

In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

Either party may terminate this Agreement without cause at any time upon giving the other party thirty (30) days advance, written notice of termination. In such case, AQMD will, pursuant to the requirements of Section 3, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, the entire work product produced by District shall be promptly delivered to AQMD. However, District acknowledges and agrees that its obligations under ARTICLE I, Project/Project Milestones, survive any termination of this Agreement.

#### **ARTICLE IX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to AQMD shall be addressed as follows:

Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667  
Attn.: Dave Johnston, Air Pollution Control Officer

or to such other location as AQMD directs.

with a copy to:

County Of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
Attn.: Terri Daly, Purchasing Agent

Notices to District shall be addressed as follows:

Black Oak Mine Unified School District  
6450 Wentworth Springs Road  
Georgetown, CA 95634  
Attn.: Robert Williams, Superintendent

or to such other location as District directs.

#### **ARTICLE X**

**Change of Address:** In the event of a change in address for District's principal place of business, District's Agent for Service of Process, or Notices to District, District shall notify AQMD in writing as provided in ARTICLE IX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by AQMD's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XI**

**Indemnity:** District shall defend, indemnify, and hold AQMD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with District's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of AQMD, the District, contractor(s), subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of AQMD, its officers and employees, or as expressly prescribed by statute. This duty of District to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code Section 2778.

This indemnification obligation shall survive any termination of this Agreement.

#### **ARTICLE XII**

**Insurance:** District shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Management Division and documentation evidencing that District maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of District as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by District in the performance of the Agreement.
- D. In the event District is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. District shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County of El Dorado Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. District agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, District shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event District fails to keep in effect at all times insurance coverage as herein provided, AQMD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and District agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to El Dorado County and AQMD; and
  - 2. The County of El Dorado, AQMD, its officers, officials, employees and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. District's insurance coverage shall be primary insurance as respects the County of El Dorado, AQMD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by AQMD, its officers, officials, employees or volunteers shall be in excess of District's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to, and approved by, the County of El Dorado and AQMD. At the option of the County of El Dorado and AQMD, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County of El Dorado, AQMD, its officers, officials, employees and volunteers; or District shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County of El Dorado, AQMD, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, AQMD, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. District's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event District cannot provide an occurrence policy, District shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the County of El Dorado, AQMD, either independently or in consultation with County's Risk Management Division as essential for protection of the County of El Dorado and AQMD.

#### ARTICLE XIII

**Audits, Inspections and Enforcement:** District shall maintain and retain all required documentation and records pertaining to the Project listed in 2008 LESBP Guidelines (Appendix E, Section B). District shall retain the documentation for activities performed under this Agreement for at least two years from the termination of District's obligations under this Agreement or until all state and federal audits are completed for the applicable fiscal year, whichever is later.

AQMD, ARB, the California Department of Finance (DoF), or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement – this includes programmatic and fiscal records and documentation. AQMD and ARB, as an intended third party beneficiary, have the right to audit and enforce the terms of the Agreement at any time during the Agreement term plus two years. District shall maintain such records for possible audit for a minimum of the Agreement term plus two years. District shall allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records for a minimum of the Agreement term plus two years. Further, District agrees to include a similar right of AQMD and the State to audit records and interview staff in any subcontract related to performance of the Agreement. AQMD, ARB, or their designated representative shall

have the right to inspect the Project equipment during the entire term of the Agreement plus two years as long as it is still in use after the Agreement term. If, after audit, AQMD, ARB or DoF make a determination that funds provided to District pursuant to this Agreement were not spent in conformance with this Agreement, the 2008 LESBP Guidelines or any other applicable provisions of law, District agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

District acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, District shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

The obligations set forth in this section shall survive any termination of this Agreement.

#### **ARTICLE XIV**

**Time is of the Essence and Liquidated Damages:** It is understood that time is of the essence for the purchase of new school buses to replace older, higher-polluting buses. The parties reasonably anticipate that District shall, to the reasonable satisfaction of AQMD, complete all activities provided herein within the time schedule outlined in Exhibit A to this Agreement. Failure to timely deliver the new school buses will result in harm to AQMD, District, schoolchildren, and air quality in El Dorado County. Further, every day in which delivery of a new school bus has been delayed may result in additional costs to AQMD and District to rent or lease an equivalent bus or otherwise mitigate the damages from the delay; such costs are definite but unquantifiable at the time of execution of this Agreement. Therefore, the parties acknowledge and agree to pay liquidated damages for failure to timely deliver the new school buses, as specified below:

For every day after the deadline specified in Exhibit A to this Agreement in which a bus is not delivered as specified in this Agreement, AQMD will reduce the grant payment by \$100 per day per bus purchased with AB 923 funds.

Contracts/purchase orders between District and school bus distributors/vendors shall include a similar liquidated damages clause in which school bus distributor/vendor shall be liable to the school district for liquidated damages in the amount of \$100 per day per bus purchased with AB 923 funds for each day a bus is delivered after the deadline specified in Exhibit A.

#### **ARTICLE XV**

**Compliance With Applicable Laws:** District shall comply, for the full term of this Agreement, with all federal, State, and local laws and ordinances which are or may be applicable to the Project to be undertaken by District including but not limited to the 2008 LESBP Guidelines, criteria, and program requirements, California Health and Safety Code sections 44220 et seq, all ARB and AQMD criteria thereunder, prevailing wage requirements and work day definitions

where applicable, Government Code Section 8546.7, contracting license requirements and permits.

#### **ARTICLE XVI**

**CHP Safety Inspection:** District agrees to have a CHP safety certification inspection [per Title 13, CCR section 1272(c)] after purchase of the new replacement bus and prior to the bus's return to service.

Upon satisfactory completion of the CHP safety certification inspection, District must obtain a copy of a Safety Compliance Report/Terminal Record Update (CHP 343), or a copy of a Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A).

#### **ARTICLE XVII**

**Maintenance:** District shall operate and maintain the replacement bus according to the manufacturer's warranty specifications for as long as District owns and operates each replacement bus.

#### **ARTICLE XVIII**

**Fuel Additives:** District agrees fuel additives are not allowed to be used unless specifically identified as allowable in the specific engine Executive Order.

#### **ARTICLE XIX**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XX**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXI**

**Agreement Administrator:** The AQMD Officer or employee with responsibility for administration of this Agreement is Dave Johnston, Air Pollution Control Officer, or successor.

#### **ARTICLE XXII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXIV**

**No Third Party Beneficiaries:** Except as otherwise provided in Article XIII, Audits, Inspections and Enforcement, nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.


**ARTICLE XXV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XXVI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral Agreements or understandings.

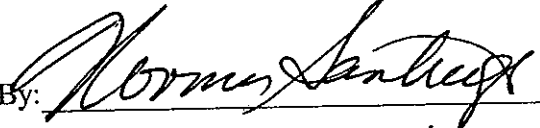
**Requesting Agreement Administrator Concurrence:**

By:   
Dave Johnston  
Air Pollution Control Officer

Dated: 5/10/14


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO  
AIR QUALITY MANAGEMENT DISTRICT--

By:   
Norma Santiago, Chair  
Board of Directors  
"AQMD"

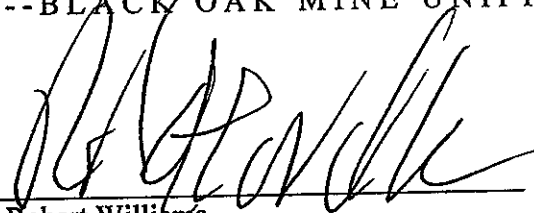
Dated: 4-22-14

Attest:  
James S. Mitrishin  
Clerk of the Board

By:   
Deputy Clerk

Dated: 4-22-14

--BLACK OAK MINE UNIFIED SCHOOL DISTRICT--

By:   
Robert Williams  
Superintendent  
"District"

Dated: 5-3-2014

## Exhibit A

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### NEW SCHOOL BUS REPLACEMENT PROJECT, COMPLETION AND IMPLEMENTATION WORKPLAN AND SCHEDULE

#### BLACK OAK MINE UNIFIED SCHOOL DISTRICT

The Lower-Emission School Bus Program (LESBP) provides grants for the purchase of new, lower emission school buses to reduce school children's exposure to both cancer-causing and smog forming pollution. The intent is to offset up to 100% of the cost of a basic school bus plus selected safety options, subject to LESBP constraints.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT (DISTRICT) has submitted the attached "AB923 Funding Application New School Bus Replacement and Vehicle Quotation" to the El Dorado County Air Quality Management District (AQMD) seeking incentive funds to replace the following existing school buses:

#### Existing Buses:

Vehicle Year	Make	VIN	Engine Year	Engine Make	Bus
<u>ID#</u>					
1988	Gillig	15GAC09YXJ1030425	1988	Detroit	12
1992	Bluebird	1BAAKB5A7NF049064	1992	Cummins	22

With the following new school buses

Vehicle Year	Make	VIN
2015	Thomas	TBD
2015	Thomas	TBD

The school buses to be replaced meet all the eligibility requirements as described in the 2008 LESBP Guidelines.

#### **I. PROJECT COMPLETION (ends 1 year and 60 days from signed Agreement date)**

##### **TASK 1 – Order of Replacement Bus**

Upon execution of the Agreement by both parties the DISTRICT shall:

- Order the replacement school buses as specified in the attached Vehicle Quotation.
- Notify AQMD upon delivery and acceptance of the school buses (2008 LESBP Guidelines Chapter V, Section N)
- Take delivery within one (1) year of signed Agreement.

##### **TASK 2 – Disposal of the Replaced School Bus**

Within 60 days of accepting delivery of the new replacement bus:

- The replaced buses must be taken out of service and dismantled in accordance with the definition of "dismantle" set forth in 2008 LESBP Guidelines (Appendix A)
- DISTRICT must maintain all documentation pertaining to the disposal of the replaced buses in accordance with the requirements detailed in Appendix E of the 2008 LESBP Guidelines.

### **TASK 3 – Invoice AQMD**

Within 60 days of accepting delivery of each new replacement bus, DISTRICT shall invoice AQMD and provide the following information:

- Copy of the Purchase Order, original Vendor Invoice and Proof of Payment.
- Documentation certifying disposal of the replaced bus as detailed in Appendix E, Section B (and also in Chapter V, Section N) of the 2008 LESBP Guidelines.
- Any other documentation deemed necessary by AQMD to verify compliance with this Agreement and the 2008 LESBP Guidelines.

### **TASK 4 – Reporting and Records Submittal**

Within 60 days of accepting delivery of each new replacement bus DISTRICT shall submit to AQMD the following records:

- A copy of the Department of CA Highway Patrol Inspection Approval Certificate (292 Card) for each new replacement bus.
- A copy of the DMV registration for each new replacement bus.

## **II. PROJECT IMPLEMENTATION**

**(5 years beginning on final invoice payment of replacement bus)**

### **TASK 5 – Bus Operation**

- DISTRICT shall own, operate and maintain the replacement buses within El Dorado County in a daily use status for at least five years (per 2008 LESBP requirements) which coincides with the end of the Agreement. Fuel additives are not allowed to be used unless specifically identified as allowable in the Engine Certification Executive Order.

### **TASK 6 – Annual Usage Reporting and Records Submittal**

Within 1 year and 60 days of the date of the signed Agreement, and every year after until the end of the Agreement, the DISTRICT shall submit to AQMD the following records:

- Exhibit B completed for each replacement bus including annual mileage for each bus. Exhibit B must be signed by an authorized agent of the DISTRICT.
- In accordance with Appendix E, Section B of the 2008 LESBP Guidelines DISTRICT shall retain, for the full term of this Agreement plus two years all documents and records pertaining to the replacement bus Project.
- DISTRICT acknowledges that this Agreement is subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7

## Exhibit B

### *AB 923 NEW SCHOOL BUS REPLACEMENT PROJECT ANNUAL USAGE REPORTING FORM*

#### **BLACK OAK MINE UNIFIED SCHOOL DISTRICT**

AGREEMENT NO. 509-F1411.

In accordance with the requirements of AB 923 and 2008 Lower-Emission School Bus Program (LESBP), DISTRICTS that received grant monies to replace their school buses with new buses must own and operate the bus for at least five years after purchase. This form must be completed by each DISTRICT and returned to the El Dorado County Air Quality Management District (AQMD) once annually during the five years to ensure compliance with this provision.

District Bus ID #	Vehicle Identification Number (VIN)	Mileage Begin Date	Mileage End Date	Annual Miles

I am an authorized employee/agent of the DISTRICT and I certify that the above information is correct and accurate.

Printed Name	Title	Phone #
<hr/>		
Signature	Date	
<hr/>		

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.12 Consultant Service Agreement with APEX Learning, Inc.

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Roslynne Manansala-Smith, Chief Fiscal Officer

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with APEX Learning, Inc.

BACKGROUND: The fiscal year 2014-15 contract between APEX Learning, Inc (Digital Curriculum Solutions) and Black Oak Mine Unified School District provides digital curriculum solutions for secondary education and related services. The fee of this contract is \$6,250.00 and will be paid from the General Fund.

**CLIENT AGREEMENT**  
**for**  
**APEX LEARNING DIGITAL CURRICULUM SOLUTIONS**

This Client Agreement for Apex Learning Digital Curriculum Solutions ("**Agreement**") is effective as of May 10, 2014 ("**Effective Date**") and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 ("**Apex Learning**") and Black Oak Mine Unified School District, with its principal place of business at 6540 Wentworth Springs Road, Georgetown, CA 95634-4510 ("**Client**").

**RECITALS**

Apex Learning provides digital curriculum solutions for secondary education and related services.

Client desires to have its students, teachers and staff access and use the Apex Curriculum (as defined below) and to have Apex Learning perform certain related services, all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

**AGREEMENT**

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
  - 1.1. "**Apex Curriculum**" means the Apex Learning curriculum offerings identified in Section 1 of Exhibit A (e.g., Comprehensive Courses, Tutorials, AP Exam Review, and ALVS enrollments). The Apex Curriculum does not include any Course Materials.
  - 1.2. "**Books**" mean the books described in Section 3 of Exhibit A.
  - 1.3. "**Client User**" means each Client student and Client teacher, administrator or staff member, who registers with Apex Learning and establishes a password to access the Apex Curriculum made available under this Agreement.
  - 1.4. "**Course Materials**" mean items or materials separate from the Apex Curriculum that may be either required or optional for the Apex Curriculum (e.g., calculators, microphones/headsets, textbooks, novels, other literature, lab manuals, and lab materials).
  - 1.5. "**Professional Services**" mean the Apex Learning professional services described in Section 2 of Exhibit A.
  - 1.6. "**Term**" will have the meaning set forth in Section 9.1 below.
  - 1.7. "**User Support**" means the Apex Learning support services described in Exhibit C.
2. **Apex Obligations.**
  - 2.1. **Apex Curriculum.** Commencing on the Effective Date and continuing throughout the Term, Apex Learning will host and make available the Apex Curriculum for access and use by Client Users.

- 2.2. **User Support.** Apex Learning will provide Client and Client Users with User Support throughout the Term.
- 2.3. **Uptime.** Apex Learning will use commercially reasonable efforts to make the Apex Curriculum available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding Planned Outages. “**Planned Outages**” means the installation of upgrades, routine application, server, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Curriculum utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Curriculum.
- 2.4. **Security.** Apex Learning will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable Client User information.
- 2.5. **Professional Services.** Apex Learning will perform the Professional Services as described in Section 2 of Exhibit A.
- 2.6. **Books.** Apex Learning will provide the Books described in Section 3 of Exhibit A. Apex Learning reserves the right to make substitutions to Books listed in Exhibit A provided that any such substitutions will satisfy the requirements of the Apex Curriculum and will be provided at the same price set forth in Exhibit A.
- 2.7. **All Rights Reserved.** Apex Learning and its suppliers own all right, title and interest in and to the Apex Curriculum. Other than granting Client Users the right to access and use the Apex Curriculum as described in this Agreement, Apex Learning expressly reserves all right, title and interest therein.

### 3. **Client Obligations.**

- 3.1. **Hardware/Software.** The Apex Curriculum is made available to Client Users over the Internet through a web-browser interface. To access the Apex Curriculum, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable).
- 3.2. **Parental Consent.** Client will obtain any necessary parental consent for each Client User student to access and use the Apex Curriculum.
- 3.3. **Terms of Use.** All Client Users that access the Apex Curriculum must comply with the Apex Learning terms of use for the Apex Curriculum (“**Terms of Use**”). The current version of those Terms of Use is posted at [www.apexvs.com](http://www.apexvs.com) and on the Apex Learning website through which Client Users access the Apex Curriculum. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Curriculum at any time if the Client User violates the Terms of Use. Client will notify Apex Learning of any activity by its Client Users in violation of the Terms of Use.
- 3.4. **Laboratory Activities.** If hands-on laboratory activities included in the Apex Curriculum are implemented by Client Users, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever with regard to any hands-on laboratory activities.
- 3.5. **No Resale Rights.** Client will not resell to any third party the right to access or use the Apex Curriculum or provide any third party who is not a Client User with access to, or the ability to use, the Apex Curriculum.

4. **Payment.**

- 4.1. *General.* In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A pursuant to the "Payment Schedule" set forth in Exhibit B.
- 4.2. *Payment Terms.* Client will pay all Apex Learning invoices issued under this Agreement either via check or Automated Clearing House (ACH) electronic transfer within thirty (30) days of the invoice date.
- 4.3. *Taxes.* Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client, and Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes.

5. **Confidentiality and Public Disclosure.**

- 5.1. *Confidentiality.* Each party agrees that during the Term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term "Confidential Information" means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning's Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law.
- 5.2. *Public Disclosure.* The parties acknowledge that Client is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding the business practices of Apex Learning that Apex Learning considers proprietary information. Accordingly, Client agrees that it will not disclose the terms of this Agreement to any third party except and only to the extent that Client is required to do so under applicable public disclosure laws. Further, if Client receives a request to disclose any terms of this Agreement, then to the extent permitted by law Client will provide Apex Learning with notice of such request, reasonably in advance of any disclosure, and give Apex Learning an opportunity to identify and enforce any authorized exceptions to public disclosure that may apply to such request.

6. **Representations and Warranties.**

- 6.1. *By Both Parties.* Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act.
- 6.2. *By Apex Learning.* Apex Learning further represents and warrants that Client's and Client Users' access to and use of the Apex Curriculum as described in this Agreement will not infringe any third party copyright.
- 6.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 6.2 ABOVE, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF

ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX CURRICULUM, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

**7. Indemnity.**

7.1. *Duty to Indemnify.* Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6 above.

7.2. *Procedure.* If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

**8. EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.**

8.1. EXCLUSION OF CERTAIN DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.2. LIMITATION ON LIABILITY. IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.

8.3. APPLICATION. THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

**9. Term and Termination.**

9.1. *Term.* This Agreement shall commence on the Effective Date and continue through May 9, 2015, unless earlier terminated as provided in this Section 9.

9.2. *Termination.* Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this

Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.

- 9.3. **Effect of Expiration/Termination.** Upon the expiration or termination of this Agreement, all access to the Apex Curriculum will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3 and 10.

10. **Miscellaneous.**

- 10.1. **Relationship of Parties.** Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

- 10.2. **Force Majeure.** For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

- 10.3. **Notices.** Any notices given under this Agreement shall be delivered either by messenger or overnight delivery service, or sent by facsimile with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, and addressed to Apex Learning or Client at the address stated below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Apex Learning Contact	Client Contact
Name, Title	Manager, Contracts	Roslynn Manansala-Smith
Organization	Apex Learning Inc.	Black Oak Mine Unified School District
Address	1215 Fourth Avenue, Suite 1500	6540 Wentworth Springs Road
City, State, Zip	Seattle, WA 98161	Georgetown, CA 95634-4510
Phone	206-381-5600	530-333-8300
Facsimile	206-381-5601	530-333-8303

- 10.4. **Assignment.** Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

- 10.5. **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.

- 10.6. **Governing Law/Attorneys Fees.** This Agreement will be governed by and construed under the laws of the State of Washington (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

10.7. *No Third Party Beneficiaries.* This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

10.8. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to Apex Learning and Client (as the parties to this Agreement).

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client agree to the terms and conditions set forth in this Agreement.

Apex Learning Inc.

By: \_\_\_\_\_

Print Name: Cheryl Vedoe

Title: CEO

Date: \_\_\_\_\_

Black Oak Mine Unified School District

By: 

Print Name: Robert Williams, Ed.D.

Title: Superintendent

Date: 5-19-2014

## EXHIBIT A

### Apex Curriculum, Professional Services and Books

#### 1. *Apex Curriculum:*

- 50 Unlimited Enrollment Subscriptions to Apex Learning Comprehensive Courses during the period May 10, 2014 through May 9, 2015.

*Price:* \$6,250.00

Each "Unlimited Enrollment Subscription" provides access for one student enrolled in Comprehensive Courses. A student may be enrolled in any number of Comprehensive Courses at the same time. If a student completes or withdraws from all Comprehensive Courses in which he or she is enrolled, the Unlimited Enrollment Subscription may be used to enroll another student. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased. Client may purchase additional subscriptions for access during the period May 10, 2014 through May 9, 2015 at \$125.00 per Unlimited Enrollment Subscription.

- The price for the Apex Curriculum does not include any Course Materials. A list of Course Materials can be found at [http://www.apexlearning.com/info/materials\\_list.pdf](http://www.apexlearning.com/info/materials_list.pdf).

#### 2. *Professional Services:*

- None purchased.

#### 3. *Books:*

- None purchased.

*Total Price:* \$6,250.00

**EXHIBIT B**  
**Payment Schedule**

Client will pay Apex Learning according to the following Payment Schedule:

- Apex Learning will invoice Client in the amount of \$6,250.00 on July 1, 2014.

## EXHIBIT C

### User Support

1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only) and email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Curriculum and/or by a voicemail greeting.
2. **Disclaimer.** Apex Learning's ability to support Client and Client Users with respect to the Apex Curriculum depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Curriculum, (b) cooperating in a timely manner with Apex Learning's efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client's Internet connection, any Client or third party hardware or software, or Client's own network.

# Apex Learning Price Quote

BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
PO BOX 4510  
GEORGETOWN, CA 95634-4510



1215 4th Ave, Suite 1500  
Seattle, WA 98161

Attention: Kevin Ahern

BLACK OAK MINE UNIFIED SCHOOL DISTRICT has requested a price quote from Apex Learning® for a digital learning solution.

Apex Learning proposes the following digital curriculum and services to meet your goals and objectives.

Digital Curriculum	Unit	Unit Price	Volume Discount	Multi-Year Discount	Discounted Unit Price	Quantity	Extended Price
Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00	50%		\$125.00	50	\$6,250.00
Digital Curriculum Sub-Total							\$6,250.00
Total Price							\$6,250.00

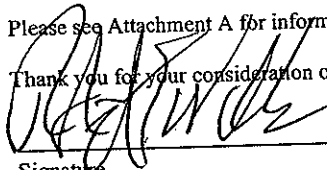
The above prices are valid for 60 days from 5/8/2014 unless stated otherwise.

If you choose to complete this purchase, Apex Learning requires a signed copy of this price quote and a purchase order for the total price or an executed Apex Learning contract. Please fax or e-mail the signed price quote and a purchase order to the attention of Kyle Anderson at (206) 381-5601 or [salesdocs@apexlearning.com](mailto:salesdocs@apexlearning.com).

Payment of all invoices is due 30 days from the invoice date. Apex Learning does not accept payment by credit card.

Please see Attachment A for information regarding the purchase of Apex Learning digital curriculum and services.

Thank you for your consideration of an Apex Learning digital learning solution.


 Signature

5-9-14  
 Date

Robert Williams  
 Printed Name

Superintendent  
 Title

**Attachment A**  
**Purchasing Apex Learning Digital Curriculum and Services**

**1. Comprehensive Courses**

A subscription to comprehensive courses provides access to all available comprehensive courses.

**Unlimited Enrollment Subscriptions:** An Unlimited Enrollment Subscription provides access for a period of 12 months for one student enrolled in any number of comprehensive courses at one time. If a student completes or withdraws from all courses in which he or she is enrolled, the Unlimited Enrollment Subscription may be used to enroll another student. Apex Learning counts the number of enrolled students if Unlimited Enrollment Subscriptions are purchased. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased.

**Additional Subscriptions:** Additional subscriptions with access through the same order end date may be purchased either at the price per subscription of the initial purchase or a price per month per subscription.

There are no credits or refunds for purchases of subscriptions to comprehensive courses.

**2. Course Materials**

Certain comprehensive courses have course materials that may be required or are optional for the digital curriculum such as books for English courses, lab materials for science courses, or other ancillary items such as a calculator for math courses or a microphone for world languages courses. The price for comprehensive courses and ALVS enrollments does not include any such course materials. The course materials list can be found at [http://www.apexlearning.com/documents/materials\\_list.pdf](http://www.apexlearning.com/documents/materials_list.pdf)

Required and optional books may be purchased from Apex Learning. The price for such books does not include applicable sales tax. If any such tax is due, it will be reflected on Apex Learning's invoice. There are no returns, credits, or refunds for books purchased from Apex Learning.

**3. Parental Consent**

The client is responsible for obtaining any necessary parental consent for each student to use Apex Learning digital curriculum.

**4. Laboratory Activities**

The client is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities.

**5. Professional Development**

**Scheduling:** Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or executed contract and must be scheduled at least 2 weeks in advance of the delivery date.

**Cancellations:** If a scheduled onsite professional development session is cancelled without at least 2 weeks prior written notice, the client will be required to pay Apex Learning for travel and related expenses at the time that onsite professional development session is delivered.

**Expiration:** Professional development must be delivered prior to the order expiration date. There are no credits or refunds for unused professional development sessions.

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.13 Consultant Service Agreement with VAST Networks

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Roslynne Manansala-Smith, Chief Fiscal Officer

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with VAST Networks.

BACKGROUND: The fiscal year 2014-15 contract between VAST Networks and Black Oak Mine Unified School District sets forth the general terms and conditions applicable to customer's purchase of one or more communications or related services from VAST pursuant to an order. The fees of this contract will be paid from the General Fund.

## MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Master Agreement") is dated March 5, 2014 and is between CVIN LLC, dba Vast Networks (Vast) and Black Oak Unified School District ("Customer"). This agreement sets forth the general terms and conditions applicable to Customer's purchase of one or more communications or related services (individually or collectively, "Services") from Vast pursuant to an Order (as defined below).

### ARTICLE 1. ORDERS FOR AND DELIVERY OF SERVICE

- 1.1 Submission and Acceptance of Order(s).** *Not a Purchase Agreement.* This Master Agreement is not an agreement to purchase or provide Services. Any such agreement or commitment may be entered into by Vast and Customer only pursuant to an Order (each, an "Order" and collectively, "Orders"). Each Order will set forth the specific terms of the Services to be provided by Vast and will incorporate the terms of this Master Agreement by reference. In the event of any inconsistency between an Order and this Master Agreement, this Master Agreement will control. Customer may submit an Order requesting Services and containing the duration for which Vast will provide the Services ("Service Term"). Services will continue on a month to month basis at the expiration of the Service Term at Vast's then current rates. Vast shall notify Customer of acceptance of the Order, such acceptance being at Vast's sole discretion, by delivering in writing the date by which Vast shall endeavor to install Services (the "Install Date") or by delivering the Services. Renewal Orders will be deemed accepted by Vast's continuation of Services. Customer shall pay Vast's then current charges for moves, adds or changes agreed to by Vast with respect to any Order or Services. The Master Agreement and any Order are collectively referred to as the "Agreement."

For the purposes of this Master Agreement, the Order is represented by the accompanying proposal detailing services to be provided to Black Oak Unified School District.

**Service Growth.** Customer has the right to increase the number or speed of services, for an additional charge, during the term of the contract. Any increase in services will not affect the term or any other provisions of the contract.

**1.2 Credit Approval and Deposits.**

(A) Vast reserves the right to request financial information from Customer to determine the creditworthiness of Customer. Customer's execution of this Agreement signifies Customer's acceptance of Vast's initial and continuing credit approval procedures and policies. Customer shall provide Vast with credit information as Vast requests. Vast may require Customer to make a security deposit as a condition of Vast's acceptance of any Order or continuation of Services or as otherwise provided herein. Deposits will be due on Vast's written request. When Services are discontinued, Vast will credit the deposit to Customer's account and refund the balance, if any, to Customer.

(B) Vast reserves the right to withhold initiation or full implementation of any or all Services under an Order pending Vast's initial satisfactory credit review and approval thereof, which may be conditioned on terms specified by Vast. Vast further reserves the right to modify its requirement, if any, with respect to any security or other assurance Customer provides for payments due hereunder in light of Customer's actual usage when compared to projected usage levels on which any security or assurance requirement was based.

(C) If at any time there is a material adverse change in Customer's creditworthiness, as determined by Vast in its sole discretion, then in addition to any other remedies available to Vast, Vast may elect, in its sole discretion, to exercise one or more of the following remedies: (i) delay or withhold the commencement of Services; (ii) suspend Services; (iii) decline to accept Orders or other requests from Customer to provide Services; and/or (iv) condition its provision of Services or acceptance of Orders.

**1.3 Customer Premises; Title to Equipment.**

(A) If access to non-Vast facilities is required for the installation, maintenance or removal of Vast equipment, Customer shall, at its expense, secure such right of access and shall arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment.

(B) Unless stated otherwise in the applicable Order, Customer is solely responsible for the acquisition, installation, maintenance and repair of any and all equipment necessary to receive Services.

(C) If, under the applicable Order, Vast provides equipment, network facilities and other property in order to provide Services, title to all such equipment, network facilities and other property of Vast (including software) provided by Vast is and will always remain with Vast. Such equipment, network facilities and other Vast property will not become fixtures of any Customer premises and must be returned to Vast at any time Services are discontinued in the condition in which they were received, subject to ordinary wear and tear. Customer shall not sell, lease, assign or create or permit to be created any liens, encumbrances or security interests on Vast's equipment, network facilities or other property.

**1.4 Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Services interruption. If scheduled maintenance requires Services interruption, Vast shall: (i) provide Customer reasonable advance notice, (ii) work with Customer to minimize such interruptions, and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If Customer obtains third party local access services, Customer shall: (i) provide Vast with circuit facility and firm order commitment information and design layout records to enable cross-connects to Vast Services (provided by Vast subject to applicable charges), (ii) cooperate with Vast (including providing necessary authorizations) respecting circuit grooming, and (iii) where related Services are disconnected, provide Vast a written disconnection firm order commitment from the relevant third party provider.

## **ARTICLE 2. BILLING AND PAYMENT**

**2.1 Commencement of Billing.** Vast shall deliver written notice (a "Connection Notice") stating when Services were installed either as part of Customer's first invoice for particular Services or in a separate notification. If Customer notifies Vast earlier than three days after delivery of the Connection Notice that Services are not functioning properly, Vast shall correct any deficiencies and, on Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC for each day the Services did not function properly.

**2.2 Payment of Invoices and Disputes.** The fees payable to Vast by Customer and the due dates of such fees are set forth in the applicable Orders (the "Fees"). All Fees are due within 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Billing for partial months is prorated. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Acceptance of any such interest charges paid by Customer will not constitute a waiver by Vast of any Customer Default (as defined below) with respect to any such overdue amount. Customer is responsible for all charges respecting the Services, even if incurred as the result of unauthorized use. Vast's failure to submit an invoice will not relieve Customer of its obligation to pay all amounts owed when due, unless otherwise agreed upon in writing by both parties.

(a) If Customer in good faith disputes any charges invoiced by Vast, Customer shall promptly pay all undisputed charges and may notify Vast in writing of any such disputed amounts within 60 days after the invoice date, identifying in reasonable detail its reasons for the dispute and the nature and amount of the dispute. All amounts not timely and appropriately disputed within 60 days after the invoice date will be deemed final and not subject to further dispute. If Customer was billed in error, a credit for the amount billed incorrectly will be made to the next invoice. If the amount was billed correctly, Customer shall pay the amount within 15 days of confirmation.

(b) If Vast receives Customer's payments more than 30 days after the invoice dates for two consecutive months, Customer shall, within five days after Vast's request, deposit with Vast an amount equal to two month's monthly recurring charges. On expiration or termination of this Agreement and Customer's compliance with its financial obligations hereunder, Vast shall return to Customer all amounts on deposit, if any.

(c) Fees due hereunder are billed one month in advance. The first billing cycle may include a partial month's recurring fee and a full month's recurring fee if Vast provides Services for a partial month. Fees are payable for the duration of the Service Term.

(d) Vast may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs.

(e) Customer will be responsible for all expenses, including reasonable attorney's fees and collection costs; Vast incurs in collecting any unpaid amounts due under this Agreement.

**2.3 Taxes and Fees.** Except for Vast's federal and state income tax and Vast's personal property tax, Customer is responsible for the determination, calculation, collection and payment of all taxes and other fees (including FCC fees such as universal service fees, TRS, etc.) that may be imposed on Vast or Customer, all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Services, including but not limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges), whether imposed on Vast or a Vast affiliate, along with similar charges stated in an Order (collectively "Taxes and Fees"). Some Taxes and Fees are recovered through imposition of a percentage surcharge on the charges for Services. Fees are exclusive of Taxes and Fees. Customer may present Vast with an exemption certificate eliminating Vast's liability to pay certain Taxes and Fees; Vast will give effect thereto prospectively.

**2.4 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Services, the parties shall negotiate in good faith appropriate changes to any applicable Order. If the parties cannot reach agreement within 30 days after Vast's notice requesting renegotiation: (a) Vast may, on a prospective basis after such 30 days period, pass any increased delivery costs on to Customer, and (b) if Vast does so, Customer may terminate the affected Services on written notice to Vast delivered within 30 days of the increased costs.

**2.5 Order Cancellation and Termination Charges.**

(A) Customer may cancel an Order (or portion thereof) prior to the Install Date by giving 30 days written notice to Vast in accordance with section 7.5 of this Master Agreement, identifying the affected Order and Services. If Customer does so, Customer shall pay Vast, within 30 days after invoice, a cancellation charge equal to the sum of: (i) for "off-net" Services, any and all third party termination charges for the cancelled Services; (ii) for "on-net" Services, one month's monthly recurring charges for the cancelled Services; (iii) any set-up costs and other the non-recurring charges for the cancelled Services; and (iv) any other expenses Vast incurs to prepare to comply with the Order.

(B) Following the Install Date, Customer may discontinue any Services and terminate any Order if Customer provides written notification thereof to Vast at least 30 days in advance of the effective date of discontinuance, provided that Customer shall pay Vast the Disconnection Charge under section 2.5(D) of this Master Agreement.

(C) Subject to order cancellation permitted by subsection 2.5(A) above, either party may terminate an Order and specified Services on the occurrence of any of the following events: (i) the other party's Default, as defined in article 3 below, of this Agreement; (ii) Vast, in its sole discretion, determines that Vast's installation or provision of Services or Customer's use of Services granted hereunder is resulting or will result in significant damage to the property of Vast or risk of harm to Vast or its employees or representatives; or (iii) a party's filing of a voluntary petition for bankruptcy, filing of an involuntary petition of bankruptcy against a party that is not discharged within 60 days of its filing, a party's assignment of assets for the benefit of creditors, the appointment of a receiver over a majority of a party's assets, or a party's general inability to pay its creditors as bills become due.

(D) If Vast terminates an Order in accordance with this Agreement (i) as the result of Customer Default as defined in article 3 below, or (ii) because Vast, in its sole discretion, determines that Vast's installation or provision of Services or Customer's use of Services granted hereunder is resulting or will result in significant damage to the property of Vast or risk of harm to

Vast or its employees or representatives pursuant to section 2.5(C) above, or if Customer terminates an Order following the Install Date pursuant to section 2.5(B) above or for any reason other than (i) Vast's Default prior to the expiration of the Service Term, or (ii) in accordance with the Force Majeure provisions of section 7.1 of this Master Agreement, Customer shall pay Vast a disconnection charge (as liquidated damages and not as a penalty) including all unpaid amounts for Services actually provided, all non-recurring, disconnection or termination charges reasonably incurred by Vast on Customer's behalf, and the sum of all remaining monthly recurring charges and other charges Customer was to pay Vast for the remainder of the Service Term (the "Disconnection Charge"). This Disconnection Charge will be due and payable within five days after the effective date of termination of the Order. In the event of termination of an Order for breach, the non-breaching party will have the right to pursue any or all remedies available to it at law or in equity. Customer acknowledges that the charges in this subsection 2.5(D) are a genuine estimate of Vast's actual damages and are not a penalty. On termination of the Order, Customer, at its sole cost and expense, shall immediately deliver or cause to be delivered to Vast any Vast property located on any premises of Customer and/or remove all of its equipment from Vast's property.

(E) No termination pursuant to this section 2.5 will relieve Customer of any of its obligations under any this Agreement that are intended to continue, including, without limitation, the obligation to pay all Fees due to Vast prior to such termination. Further, each of the sections in article 5 and sections 7.8, 7.10 and 7.16 of this Master Agreement will survive any early termination or the expiration of this Agreement.

(F) If Customer terminates an Order due to Vast Default as defined in article 3 below, Vast shall reimburse Customer for any pre-paid, unused monthly service fees attributable to such terminated Order.

**2.6 Offsets.** In no event shall Customer offset any amount to due to Vast from Customer for any reason, against amounts owed to Customer from Vast. If Customer is indebted to Vast for any reason, Vast may offset any such amount owed to Vast by Customer for any reason, against any money otherwise due to Customer from Vast and any and all amounts for which Vast may become liable to third parties by reason of Customer's acts in performing or failing to perform Customer's obligations under this Agreement or any other agreement. Further, Vast may withhold such sums for any monies that become due to Customer under this Agreement and/or any other agreement or from funds or equipment to be paid or disbursed to Customer pursuant to business dealings between the parties not reflected in any contract, as Vast, in its sole discretion, deems necessary to protect Vast from any loss, damage or expense relating to or arising out of Customer's action, inaction or performance of Customer's duties under this Agreement or any other agreement. The provisions of this section 2.6 will survive the expiration or termination of this Agreement indefinitely.

### **ARTICLE 3. DEFAULT**

**3.1 Customer Default.** Customer will be in default under this Agreement ("Customer Default") if Customer does one or more of the following (each individually to be considered a separate event of Customer Default) and Customer fails to correct each such noncompliance within 10 days of receipt of written notice in cases involving non-payment or within 30 days of receipt of written notice identifying with reasonable particularity the nature of the breach in cases involving any other noncompliance:

- (i) Customer is past due with respect to any payment required hereunder;
- (ii) Customer substantially breaches any other material terms of this Agreement ; or
- (iii) Customer files or initiates proceedings or has proceedings filed or initiated against it seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within 60 days.

**3.2 Vast Default.** Vast will be in default under this Agreement ("Vast Default") if Vast does one or more of the following (each individually to be considered a separate event of Vast Default) and Vast fails to correct each such noncompliance or within 30 days of receipt of written notice from Customer identifying with reasonable particularity the nature, scope and extent of the noncompliance:

- (i) Vast substantially breaches any material term of this Agreement; or
- (ii) Vast files or initiates proceedings or has proceedings filed or initiated against it seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within 60 days.

#### **ARTICLE 4. RIGHT TO SUSPEND OR TERMINATE**

##### **4.1 Termination and Suspension by Vast.**

(A) In the event of Customer Default, Vast may, at its option, and in addition to any other remedies it may have at law or in equity:

- (i) Immediately suspend Services until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Vast any amounts due under this Agreement (e.g., monthly services fees), as if such suspension of Services had not taken place;
- (ii) Terminate the Services or applicable Order; or
- (iii) After the occurrence of two such events of Customer Default in any 12 month period, terminate this Agreement or any applicable Order.

(B) Customer hereby forever waives, releases and discharges Vast and its affiliates from any and all claims, demands, actions, damages and causes of action related in any way to, or arising out of, any suspension or termination in accordance with this section 4.1.

**4.2 Termination by Customer.** In the event of Vast Default, if Vast's diligent efforts to correct such default are not commenced and pursued within 30 days of Vast's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the Vast Default, Customer's exclusive remedies will be (i) reimbursement set forth at section 2.5(F) hereunder, and (ii) termination of any applicable Order.

**4.3 Automatic Termination.** In addition to other termination rights under this Agreement, unless Vast, at its sole discretion, notifies Customer in writing of its choice not to exercise the automatic termination rights granted by this section 4.3, this Agreement will terminate automatically if any of the follow occurs:

- (i) For more than twenty consecutive days Customer fails to maintain operations as a going business;
- (ii) Customer, or any officer, director, substantial shareholder or principal of Customer, is charged in a court of competent jurisdiction with any offense substantially related to the business conducted by Customer in connection with this Agreement;
- (iii) Customer fails to comply with any applicable federal, state or local law or regulation, or engages in any practice, substantially related to the business conducted by Customer in connection with this Agreement, that is determined to be an illegal or unfair trade practice in violation of any applicable federal, state or local law or regulation;
- (iv) Customer falsifies any record or report hereunder;
- (v) Customer fails to maintain in full force and effect throughout the Service Term each right of entry, license, permit or similar document or authority required by contract, law or governmental authority having

jurisdiction, that is necessary to carry out the provisions of this Agreement or to maintain Customer's corporate or other business status;

- (vi) Customer commits any fraud, misrepresentation or illegal action in connection with this Agreement or any other agreements;
- (vii) Vast, at any time during the Service Term, does not have all rights necessary to provide the Services or Vast is advised by counsel that termination of this Agreement is advisable given current and then-pending laws, regulations or ordinances, whether federal, state or local;
- (viii) Vast is legally or contractually prohibited from offering the Services; or
- (ix) Delivery of the Services becomes technically infeasible due to equipment changes and reconfiguration or other technical issues.

#### **ARTICLE 5. LIABILITIES AND SERVICE LEVELS**

**5.1 Limited Warranty.** At all times during the Service Term, Vast warrants that it shall use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer. *The foregoing limited warranty is exclusive and in lieu of all express and implied warranties whatsoever.* Customer must make any warranty claim within 30 days after the applicable Services have been performed. Vast's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth in this section, is a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty.

**5.2 Disclaimer of all other Warranties.** *Vast makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties or merchantability, fitness for a particular purpose or title or non-infringement of third party rights, except those expressly set forth in this Agreement. No advice or information given by Vast, its affiliates or its contractors or their respective employees will create a warranty. If, under the applicable Order, Vast provides equipment, network facilities and other property in order to provide Services to Customer, Customer (i) shall pay for and accept all such Vast provided equipment "as is"; (ii) forever waives any right or claim it or any of its affiliates may now have or may hereafter acquire against Vast regarding such equipment or the installation, maintenance, replacement or the use thereof; and (iii) shall look only to the warranty provided by the manufacturer of such equipment for any issues, damages, problems or concerns that may arise in connection therewith. Notwithstanding the foregoing, if Customer discovers any material defect in any such equipment within five days following delivery of the equipment to Customer, and Customer does not cause such defect, Customer may return such equipment to Vast. If Vast determines in its sole and absolute discretion that such returned equipment contains a material defect not caused by Customer, Vast shall make commercially reasonable efforts to replace the defective equipment at no additional cost to Customer except for any applicable shipping and handling costs associated with the return and replacement.*

#### **5.3 Limitation of Vast Liability.**

**(A)** *Notwithstanding anything to the contrary herein, Vast's total cumulative liability to Customer under this Agreement is limited to the aggregate amount of the Fees actually paid by Customer to Vast for the rights obtained under this Agreement during the six months immediately preceding the date of the termination of this Agreement, exclusive of any amounts expended by Vast hereunder. Customer hereby irrevocably and forever releases Vast from all obligations, liability, claims or demands in excess of the foregoing limitation.*

**(B)** *Upon expiration or termination of this Agreement, Vast will have no liability or obligation to Customer whatsoever and no amounts spent by Customer in fulfillment of this Agreement will be recoverable from Vast by Customer.*

**5.4 No Special Damages.** *Without limiting any express provisions provided elsewhere in this Agreement, neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of*

*data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or, even if the party has been advised, knew or should have known of the possibility of such damages.*

#### **5.5 Liability and Indemnification.**

(A) In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement, Customer shall, at its own expense, indemnify, defend and hold harmless Vast and its members, directors, employees, representatives, officers and agents (the "Vast Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Vast Indemnified Parties, including but not limited to, reasonable attorneys' fees and court costs incurred by Vast Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Vast Indemnified Parties will have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Vast Indemnified Parties in such case.

(B) Customer accepts full responsibility for all actions taken by its employees, contractors or agents for work performed on any property of Vast and for the any equipment used in connection with the Services, and Customer shall indemnify Vast Indemnified Parties from any actions of such employees, contractors and agents and arising from such equipment in accordance with subsection 5.5(A).

**5.6 Service Levels.** The "Service Level" commitments applicable to Services, maintenance log and trouble ticketing procedures and credit procedures and regulations for Vast's noncompliance with a Service Level are contained in the Orders.

**5.7 Right of Termination for Installation Delay.** In lieu of installation Service Level credits, if Vast's installation of Services is delayed by more than 30 business days beyond the Install Date, Customer may terminate the affected Services without liability on written notice to Vast, provided such written notice is delivered prior to the actual installation of Services. This Section will not apply where Vast is constructing facilities to a new location not previously served by Vast.

### **ARTICLE 6. CUSTOMER REPRESENTATIONS AND OBLIGATIONS**

#### **6.1 Customer Representations.** Customer represents that:

(A) it has the full power and legal authority to execute, deliver and carry out the terms of this Agreement and that the individual signing this Master Agreement and any Order has the authority to do so;

(B) it has all permits, licenses and authorizations that may be required under contract and/or applicable federal, state and local law, rules, regulations and ordinances to install, operate and maintain any equipment used in connection with this Agreement, including without limitation, if applicable, the contractual right of entry to any properties on which any such equipment is or will be located;

(C) any person who accesses any Services through Customer's equipment or network facilities in Customer's premises will be an authorized user, will use the Services and/or equipment in an appropriate and legal manner will be subject to the terms of this Agreement. Customer is responsible for ensuring that all such users understand this Agreement and comply with its terms;

(D) as of the date of the applicable Order Customer is in compliance with, and throughout the Service Term it shall comply with, any and all applicable local, state and federal laws, rules, regulations, licensing requirements, and valid orders of administrative agencies, governmental entities and courts of competent jurisdiction in connection with the operation of its business and the performance of its obligations under this Agreement. Customer shall maintain all permits, licenses,

permissions, authorizations, and rights that may be required under any applicable legal requirements or otherwise for the performance of its obligations under this Agreement;

(E) it is in compliance with all laws, rules and regulations and court and governmental orders related to maintenance of its corporate or other business status and/or to the operation of its business;

(F) It has not and shall not during the Service Term enter into an agreement or arrangement that could limit the full performance of its obligations under this Agreement; and

(G) it is under no obligation and shall not become subject to any obligation that may interfere with its performance of this Agreement;

**6.2 Customer Obligations.** Customer is responsible for payment of all Fees due in accordance with this Agreement and shall comply with all other terms of this Agreement.

## **ARTICLE 7. GENERAL TERMS**

**7.1 Force Majeure.** Neither party will have any claim or right against the other for any failure of or delay in performance by the other party (other than Customer's payment obligations under article 2 of this Master Agreement) if the failure or delay is caused by or the result of causes beyond the reasonable control of the other party, including, but not limited to, acts of God, fire, flood, hurricane or other natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war; inability to obtain equipment, material or other supplies, or; other similar occurrence beyond the control and without the fault or negligence of the affected party. Notwithstanding the foregoing, if the excusable delay exceeds 60 days, either party may terminate this Agreement or applicable Order immediately on written notice without incurring any termination liability hereunder.

### **7.2 Assignment and Resale.**

(A) Customer shall not assign or otherwise transfer this Agreement or delegate Customer's obligations, in whole or in part, whether by operation of law or otherwise, to any other party, except that on obtaining the prior written consent of Vast, which will not be withheld unreasonably, Customer may assign this Agreement, in whole or in part, to any parent, subsidiary or affiliate of Customer controlling, under the control of or under common control with Customer (a "Customer Affiliate"), or any entity that purchases all or substantially all of the assets of Customer.

(B) Any assignment will be contingent on the assignee or transferee agreeing in writing to assume and to perform all of Customer's obligations under this Agreement. The parties' rights and obligations under this Agreement will bind and inure to the benefit of the parties and each of their respective permitted successors and assigns. At Vast's request, any prospective assignee for which Vast's consent is required for assignment shall submit to Vast evidence of its financial fitness, competitive standing and any other criteria Vast deems appropriate. The prospective assignee shall reimburse Vast the costs of reviewing such evidence to determine whether to permit the assignment or sublease. If Customer validly assigns or otherwise transfers this Agreement in accordance with subsection 7.2(A) above, Customer will remain liable for the obligations under this Agreement if the assignee fails to fulfill those obligations.

(C) If Customer sells substantially all of its assets to a party that is not a Customer Affiliate, Customer may choose to terminate this Agreement and be released from its obligations under this Agreement as of the effective date of such sale, provided that (i) Customer provides 30 days' prior written notice to Vast of such sale; (ii) Customer has fully paid, in accordance with the terms of this Agreement, all amounts to which Vast is entitled under this Agreement as of the effective date of such sale; and (iii) Customer is not in breach or Customer Default of this Agreement. If Customer terminates this Agreement in accordance with this subsection 7.2(C), Vast will not have any further duty or obligation under this Agreement or otherwise with respect to Customer.

(D) Unless otherwise provided in an Order, Customer may provide Services to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services") provided that Customer shall indemnify, defend and hold Vast and its affiliates harmless from any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer shall file all required documentation and at all times have the requisite authority with appropriate regulatory agencies respecting the same.

**7.3 Authorized Representatives.** Each party represents to the other that the execution and delivery of this Agreement and the performance of such parties' obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms

**7.4 Affiliates.** Services may be provided to Customer by an affiliate of Vast, but Vast will remain responsible to Customer for the delivery and performance of Services. If Customer transfers this Agreement, in whole or in part, to a Customer Affiliate pursuant to section 7.2 above, or the Customer Affiliate otherwise purchases Services, Customer will be jointly and severally liable for all claims and liabilities related to Services ordered by any Customer Affiliate.

**7.5 Notices.** Any notice to be given to either party under this Agreement will be in writing and deemed received (a) when received, if hand delivered, (b) three days after being sent by certified mail, postage prepaid and return receipt requested, (c) when received, if sent by facsimile during the hours of 9:00 a.m. to 5:00 p.m. (recipient's time) with printed confirmation of receipt, or (d) the next day, when sent by reliable, commercial overnight courier providing receipt of service to a party at such party's address set forth below. Notice received after 5:00 p.m. (recipient's time) will be effective the next regular business day:

**IF TO VAST:**

VAST NETWORKS  
855 M. Street, Suite #1120  
Fresno, CA 93721  
Attn: Mike Stewart  
Facsimile: 559-442-6047  
Email: mstewart@vastnetworks.com

**IF TO CUSTOMER:**

Attn:  
Facsimile:  
Email:

**WITH A COPY TO:**

VAST NETWORKS  
855 M. Street, Suite #1120  
Fresno, CA 93721  
Attn: David Nelson  
Facsimile: 559-442-6047  
Email: dnelson@vastnetworks.com

Attn:  
Facsimile:  
Email:

For billing inquiries/disputes, requests for Service Level credits and/or requests for disconnection of Services (other than for default):

VAST NETWORKS  
855 M. Street, Suite #1120  
Fresno, CA 93721  
Attn: Mike Stewart  
Facsimile: 559-442-6047  
Email: mstewart@vastnetworks.com

If no Customer address is provided above, notices may be provided to any electronic or physical address identified on any applicable Order. Either party may change its notice address by giving notice to the other party in accordance with this section.

**7.6 Acceptable Use Policy.** Customer's use of Services shall comply with Vast's Acceptable Use Policy, as communicated in writing to Customer from time to time and which is also available upon request.

**7.7 Intellectual Property and Publicity.** Nothing in this Agreement or its performance grants either party, by implication, estoppel or otherwise, any right, title, interest or license in or to the other party's names, logos, logotypes, trade dress, designs, or other trademarks, patents, patent applications, trade secrets, copyrights, mask work rights or other intellectual property rights of the other party or its affiliates.

**7.8 Confidential Information.** "Confidential Information" means the specific terms of this Agreement and any information, data or other materials provided by one party to the other under or in connection with this Agreement that is (a) clearly and conspicuously marked as "confidential" or with a similar designation; (b) identified by the disclosing party as confidential and/or proprietary before, during or promptly after presentation or communication; or (c) disclosed in a manner which the disclosing party reasonably communicated, or the receiving party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used. Except with the prior written consent of the disclosing party, the receiving party shall not (i) use or disclose any Confidential Information other than to employees and contractors who have a need to know the Confidential Information, with any disclosure only to contractors who have signed a non-disclosure agreement to protect the confidential information of third parties; or (ii) make copies or allow others to make copies of such Confidential Information except as is reasonably necessary for internal business purposes. Nothing in this Agreement prohibits or limits either party's use or disclosure of information (a) previously known to it without obligation of confidence; (b) independently developed by or for it without use of or access to the other party's Confidential Information; (c) acquired by it from a third party which is not under an obligation of confidence with respect to such information; (d) which is or becomes publicly available through no breach of this Agreement; or (e) is required to be disclosed by operation of law, court order or other governmental demand. Further, the receiving party is free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the disclosing party, provided that the receiving party shall not disclose the Confidential Information except as expressly permitted pursuant to the terms of this Agreement. The term "residuals" means information in intangible form, which is retained in unaided memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The receiving party will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. The parties acknowledge and agree that breach of this section 7.8 may cause irreparable injury for which monetary damages are not an adequate remedy. Accordingly, each party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this section 7.8, without posting a bond if otherwise required by law. Neither party shall issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed between the parties in writing. Any non-disclosure agreement between the parties applicable to this Agreement supersedes this section 7.8.

**7.9 Compliance with Laws.** Customer shall not use or permit third parties to use Services in any manner that violates applicable law or causes Vast to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties under this Agreement.

**7.10 Governing Law; Forum Selection.** The laws of the State of California govern all matters arising out of this Agreement. The state and federal courts located in Fresno County, California will have exclusive jurisdiction and be the exclusive venue of any lawsuit between the parties arising out of this business relationship, including disputes when they arise following termination of this Agreement. Customer waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. Customer acknowledges and agrees that this section 7.10 serves as a material inducement for Vast to enter into this Agreement. *Each party waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under this Agreement.*

**7.11 Further Actions.** The parties shall, at their own costs and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intended purposes of this Agreement.

**7.12 Amendment.** This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the Services and supersedes all prior agreements relating to the Services. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party.

**7.13 Waiver.** No failure by either party to enforce any rights hereunder will constitute a waiver of such rights. Vast's acceptance of any payment under this Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Vast for additional amounts due from Customer. No express or implied waiver by Vast of any event of default will in any way be a waiver of any further subsequent event of default.

**7.14 Relationship.** This Agreement is a commercial contract between Vast and Customer and the relationship between the parties is that of independent contractors. Nothing in this Agreement creates any partnership, principal-agent, employer-employee or joint venture relationship between the parties or any of their affiliates, agents or employees for any purpose.

**7.15 Counterparts.** This Master Agreement and any Order may be executed in several counterparts, each of which will be an original, but all of which will constitute one and the same instrument. Any executed documents sent via facsimile or portable document format (pdf) images will be considered originals.

**7.16 Legal Expenses.** If any proceeding is brought by a party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding will be entitled to recover, in addition to all other relief as set forth in this Agreement, that party's reasonable attorneys' and experts' fees and expenses.

**7.17 Severability.** The invalidity under applicable law of any provision of this Agreement will not affect the validity of any other provision of this Agreement, and if any provision herein is determined to be invalid or otherwise illegal, this Agreement will remain effective and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

**7.18 No Inference Against Author.** No provision of this Agreement will be interpreted against any party because the party or its legal representative drafted the provision.

**7.19 No Third Party Beneficiaries.** This Agreement is not intended and does not confer any rights or remedies on any entity or person other than Vast and Customer.

**7.20 Successor Interests.** This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of the parties.

**7.21 Headings.** The article and section headings in this Agreement are furnished for the convenience of the parties and are not to be considered in the construction or interpretation of this Agreement.

The parties are signing this agreement on the date stated in the introductory clause.

Black Oak Unified School District

By

Name Robert E. Williams

Title Superintendent

VAST Networks

By

Name

Title



# Service Order

CVIN / Vast Networks  
9479 N. Fort Washington Ave  
Fresno, Ca 93730  
Office: (559) 442-6010  
Fax: (559) 442-6047

CONTRACT# 489886  
DATE March 5, 2014  
CUSTOMER ID BOM4478

Customer Black Oak Unified School District  
6540 Wentworth Springs Road, Georgetown, CA 95634

Qty	Item #	Address	Description	Non-Recurring Charge (NRC)	Monthly Recurring Charge (MRC)
1.00	100ETH	5101 Garden Valley Road, Garden Valley, CA 95633	100 Mbps	\$ 2,500.00	\$ 2,509.20
1.00	100ETH	860 Cave Valley Road, Cool, CA 95614	100 Mbps	\$ 2,500.00	\$ 2,524.40
1.00	100ETH	6540 Wentworth Springs Road, Georgetown, CA 95634	100 Mbps	\$ 2,500.00	\$ 2,834.00
1.00	100ETH	4405 Hwy 193, Greenwood, CA 95635	100 Mbps	\$ 2,500.00	\$ 2,343.60
1.00	100ETH	EDCOE	1 Gbps	\$ 2,500.00	\$ 3,150.00
Taxes and Surcharges				\$	1,201.28
Total Non-Recurring Charge (NRC)				\$	12,500.00
Total Monthly Recurring Charge (MRC)					\$ 18,362.48
Term (mo) 60					

This service order is entered into by CVIN, LLC / Vast Networks ("CVIN") and Black Oak Unified School District ("Customer") and is governed by the Master Services Agreement (MSA) executed by customer.

The following pricing is good for 30 days from the date above. If term discount pricing is selected early disconnect penalties will apply.  
Customer and the individual below represent that named individual has the authority to bind Customer to this Contract.

CVIN, LLC  
Signature:  
Print Name:  
Title:  
Date:  
Salesperson:

Robert E. Williams  
3/5/14

Customer: Black Oak Unified School District  
Signature:   
Print Name: Robert E. Williams  
Title: Superintendent  
Date: 3/6/2014

**FORM 471 - Item 21 Attachment**

Black Oak Unified School District  
CWIN, LLC dba Vast Networks  
50 No. \_\_\_\_\_  
3/5/2014

For the use of District ONLY. Service Provider will leave blank.

(Estimate) E-Rate Funding Level:

[illegible]



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.14 Board Resolution #2014-16 Establishing Fund Balance Policies as Required by GASB 54

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent  
Roslynne Manansala-Smith, Chief Fiscal Officer

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to adopt Board Resolution #2014-16 Establishing Fund Balance Policies as Required by GASB 54.

BACKGROUND: The Fund Balance Policy is intended to provide guidelines during the preparation and execution of the annual budget to ensure that sufficient reserves are maintained for unanticipated expenditures or revenue shortfalls. It also is intended to preserve flexibility throughout the fiscal year to make adjustments in funding for programs approved in connection with the annual budget. The Fund Balance Policy should be established based upon a long-term perspective recognizing that stated thresholds are considered minimum balances. The main objective of establishing and maintaining a Fund Balance Policy is for the district to be in a strong fiscal position that will allow for better position to weather negative economic trends.

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
RESOLUTION TO ESTABLISH FUND BALANCE POLICIES  
AS REQUIRED BY GASB 54  
#2014-16**

At a regular meeting of the Black Oak Mine Unified School District Board of Trustees held on June 19, 2014, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the Board adopts the following resolution:

**WHEREAS**, the Governmental Accounting Standards Board (GASB) has adopted Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, that is effective in fiscal year 2014-15, and

**WHEREAS**, the Black Oak Mine Unified School District wishes to comply with GASB 54 as required beginning with the current July 1, 2014 – June 30, 2015 fiscal year;

**NOW THEREFORE BE IT RESOLVED** that the Board of Trustees hereby adopts the following policy:

***FUND BALANCE POLICY NO.1***

Fund balance measures the net financial resources available to finance expenditures of future periods. The District's Unassigned General Fund Balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The Unassigned General Fund Balance may only be appropriated by resolution of the Board of Trustees.

Fund Balance of the District may be committed for a specific source by formal action of the Board of Trustees. Amendments or modification to the committed fund balance must also be approved by formal action of the Board of Trustees. Committed fund balance does not lapse at year-end. The formal action required to commit fund balance shall be by board resolution or majority vote.

The Board of Trustees delegates authority to assign fund balance for a specific purpose to the Chief Fiscal Officer of the District.

For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first and then unrestricted. Expenditures incurred in the unrestricted fund balances shall be reduced first from the committed fund balance, then from the assigned fund balance and lastly, the unassigned fund balance.

The Board of Trustees recognizes that good fiscal management comprises the foundational support of the entire District. To make that support as effective as possible, the Board intends to maintain a minimum fund balance of 4% of the District's general fund annual operating expenditures. If a fund balance drops below 4%, it shall be recovered at a rate of 1% minimally; each year. This policy should be revisited each year for review.

The foregoing Resolution was passed and adopted at a meeting of the Governing Board of Black Oak Mine Unified School District on June 19, 2014, upon a vote of \_\_\_\_\_ ayes \_\_\_\_\_ noes \_\_\_\_\_ absent.

\_\_\_\_\_  
Joe Scroggins, President  
Board of Trustees

\_\_\_\_\_  
Darcy Knight, Clerk  
Board of Trustees

## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.15 Confidential Pupil Matter

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider expunging the records of Student #07-10.

BACKGROUND: Student #07-10 has completed the Expulsion Contract and has requested in writing that her records be expunged.



**MINUTES OF A REGULAR MEETING  
OF THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
May 22, 2014**

<u>CALL TO ORDER</u>	14.16	The Regular Meeting of the Board of Trustees was called to order by Vice President Scroggins at 6:00 P.M. at 6540 Wentworth Springs Road, Georgetown.  Present: Joe Scroggins, Darcy Knight, Steve DePue, Jeff Shurtz, Jeff Burch and Dr. Robert Williams, Superintendent.
<u>CLOSED SESSION</u>		After announcing the topics in Open Session, the Board met in Closed Session and discussed: Public Employee Employment – Administrative Employee, Golden Sierra Junior-Senior High School Principal, Public Employee Employment – Certificated Teachers, 3-Teachers at Georgetown School and a Special Education Teacher Public Employee Employment – Short-Term Golden Sierra Junior-Senior High School Coach, Public Employee Performance Evaluation - Superintendent
<u>OPEN SESSION</u>		The Open Session of the Board reconvened at 7:05 P.M.
<u>PLEDGE OF ALLEGIANCE</u>		The pledge was led by Mr. Bose.
<u>ADOPTION OF THE AGENDA</u> ACTION M-14-37		It was moved by Mrs. Knight, seconded by Mr. DePue, and carried unanimously to adopt the agenda. Vote: 5 to 0 Scroggins Y Knight Y Shurtz Y DePue Y Burch Y
<u>BOARD RECOGNITIONS</u> Bus Driver of the Year		Amanda D'Angelo was presented with a certificate by Mark Koontz
Special Education Award Recipient		Lynn Schardt was presented with Recognition plaque from SELPA. Adela Breaux and Drew Woodall were presented with a retirement plaque from SELPA.
Certificates of Appreciation		MacKenzie Clark, Student Representative, was presented with a certificate. John Oules will take MacKenzie place next year on the board as Student Rep.
Student of the Year		Plaques were presented to the Student of the Year from each site: American River Charter, Carrie Lynn LaFranchi; Divide High, Sierra Sanchez; Independent Study, Rebecca Hegge; Georgetown School, Elianna Robertson; Otter Creek, Adriana Blish; Northside School, Emily Byrd; Golden Sierra Junior High School, Olivia Robertson; Golden Sierra Senior High School, Abigail Weaver
Retirees		Clocks were presented to the Retirees: Theresa Allen(absent), Marlene Armes, Adela Breaux, Paul Chollet(absent), Mark Hendrix, Kristin Kraus, Judy Smith, Claire Williams, Dub Wood(absent), Laurie Hockenson, Drew Woodall, Ronnie Ebitson and Gerry Parra(absent)
<u>RECEPTION</u> <u>COMMUNICATIONS</u> Public Hearing		Cake reception  Local Control and Accountability Plan - Black Oak Mine Unified School District & American River Charter School and Black Oak Mine Unified School District Tentative Agreement with CSEA Mr. Woodall pointed out that we found out after the agenda was published that we will have to have another hearing (June 16, 2014).
Written Communications Oral Communications		Northside Kindergarten graduation announcement A guest speaker spoke on Measure G & the importance of the Georgetown Library to our community.
<u>STUDENT REPORT</u>		MacKenzie Clark, Student Rep shared the end of the year events and introduced our Student Rep for 2014-15, Jon Oules.
<u>B.O.M.T.A. REPORT</u>		Bill Sammons, BOMTA President, no report from BOMTA

C.S.E.A. REPORT

Ronnie Ebitson, CSEA President gave a report.

SUPERINTENDEN'S REPORT

Dr. Robert Williams reported on: LCAP Public hearing will be on the 16<sup>th</sup> of June. Northside is a Distinguished School. Golden Sierra received WASC accreditation. Late start at Golden Sierra will be on Wednesday's next year. Dr. Williams updated the board on the solar project at ARCS and PG&E. Mr. DePue asked that we contact Frank Bigalow to address the timeline for the PG&E with the Solar Project at ARCS.

INFORMATION & DISCUSSION

Black Oak Mine Unified School District Local Control and Accountability Plan

Drew Woodall presented the Draft Local Control and Accountability Plan.

American River Charter School Local Control and Accountability Plan

Susan Whittington presented the Draft Local Control and Accountability Plan.

Initial Proposal Black Oak Mine Teachers Association with Black Oak Mine Unified School District

As required by Government Code Section 3547 prior to engaging in collective bargaining, initial proposals of both the employee organizations and the District must be made public. As well, it is required that the public have an opportunity to express itself regarding the proposal. The collective bargaining proposal is submitted for information only.

NEW BUSINESS

Board Policy 6163.1 Library Media Centers  
ACTION M-14-38

It was moved by Mr. Shurtz, seconded by Mr. Burch, and carried unanimously that the Board of Trustees approve the revisions made to Board Policy 6163.1 Library Media Centers. Vote: 5 to 0 Scroggins Y Knight Y Shurtz Y DePue Y Burch Y

Board Bylaw 9220 Governing Board Elections  
ACTION M-14-39

It was moved by Mr. DePue, seconded by Ms. Knight, and carried unanimously that the Board of Trustees approve the revisions made to Board Bylaw 9220 Governing Board Elections. Vote: 5 to 0 Scroggins Y Knight Y Shurtz Y DePue Y Burch Y  
Ms. Knight asked who keeps track of criminal background checks of Board Members. Mr. DePue commented that we can ask that board members get fingerprinted. Create policy after the next election regarding board members being fingerprinted (AR and BP).

Declaration of Need for Fully Qualified Educators  
ACTION M-14-40

It was moved by Ms. Knight, seconded by Mr. Burch, and carried unanimously that the Board of Trustees adopt the Declaration of Need for Fully Qualified Educators for the 2014-15 school year. Vote: 4 to 1 Scroggins Y Knight Y Shurtz N DePue Y Burch Y  
Dr. Williams gave an explanation on this Declaration and why it has to be in place. Dr. Williams talked about the 2 teachers who do not have CLAD. He stated that he would be working on both of them to get this done.

Collective Bargaining Agreement between the Black Oak Mine Unified School District and the California School Employees Association, Gold Chain Chapter #660 for the 2013-14 School Year  
ACTION M-14-41

It was moved by Mr. DePue, seconded by Ms. Knight, and carried unanimously that the Board of Trustees approve the Collective Bargaining Agreement between the Black Oak Mine Unified School District and the California School Employees Association, Gold Chain Chapter #660 for the 2013-14 School Year. Vote: 5 to 0 Scroggins Y Knight Y Shurtz Y DePue Y Burch Y  
Dr. Williams discussed this agreement and explained that it is similar to the rest of the groups in the district.

Mr. Scroggins closed the public hearings at 9:00 PM.

CONSENT AGENDA  
ACTION M-14-42

It was moved by Mr. DePue, seconded by Mr. Scroggins, and carried unanimously to approve the consent agenda. Vote: 5 to 0 Scroggins Y Knight Y Shurtz Y DePue Y Burch Y

Consultant Service Agreement with Preferred Choice

Approved the Consultant Service Agreement with Preferred Choice.

Consultant Service Agreement with School Services of California, Inc.

Approved the Consultant Service Agreement with School Services of California, Inc. for the 2014-15 School Year.

Ratification of Representatives to California Interscholastic Federation Sac-Joaquin Section Leagues	Approved the Ratification of Kevin Ahern, Rebecca Evers, and Keith Bush as representatives to CIF Sac-Joaquin Section Leagues for the 2014-15 School Year.
Agreement with the Brandman University (Chapman University System) to Accept and Train Student Teachers	Approved the Agreement with the Brandman University (Chapman University System) to Accept and Train Student Teachers.
Resolution # 2014-14, Support of Measure G for The Georgetown Library	Adopted Board Resolution #2014-14, Support of Measure G for the Georgetown Library.
Short-Term Employment Action	Approved the Short-term employment action to employ Jerry Wright, Head Junior Varsity Football Coach for Golden Sierra Junior-Senior High School.
Public Employee Employment – Certificated	Approved the employment of Grant Tonelli, Wendy Appleby, Jennifer Meissner as 1.0 FTE teachers at Georgetown School and Hawlie Sherman as a 1.0 FTE Special Education Teacher for the 2014-15 school year.
Public Employee Employment – Administrative	Approved the employment of Rebecca Evers, Vice Principal at Golden Sierra Junior-Senior High School.
Carl Perkins Vocational Education Application for Funding	Approved the Carl Perkins Vocational Education Application for Funding for the 2014-15 school year.
Single Plan for Student Achievement – American River Charter School	Approved the Single Plan for Student Achievement for the 2013-14 school year for American River Charter School.
Purchase Orders, Warrants, Bids and Quotes	Approved the Purchase orders, warrants, bids and quotes for the 2013-14 fiscal year Batch Numbers 4096-4106 dated April 1 to 30, 2014 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund; and Batch Numbers 4050 and 4052 dated April 8 and 18, 2014, for the R.O.P. fund for a total of \$669,925.55.
Board Minutes	Approved the board minutes from the regular board meeting on May 1, 2014.
Gifts	Accept the gifts donated.
Gifts	Accepted the donation for the Rhonda Phillips Scholarship Fund.
Field Trips	Approved the overnight trips for Golden Sierra Junior-Senior High School.
<u>REPORTS OF THE BOARD</u>	Ms. Knight commented on how nice the Staff BBQ was last Friday. The board discussed the graduation schedule and where each of them would be attending.
<u>FUTURE MEETINGS</u>	The next regular meetings, , June 16, 2014 at 7:00 PM & June 19 <sup>th</sup> at 7:00 PM
<u>CLOSED SESSION</u>	
<u>ADJOURNMENT</u>	The meeting was adjourned at 9:04 P.M.
Respectfully submitted,	

Robert Williams, Ed.D.  
Secretary of the Board

Joe Scroggins  
Vice President of the Board

Date



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.17 Purchase Orders, Warrants, Bids and Quotes

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that 2013-14 fiscal year Batch numbers 4107-4116 dated May 8 to May 29, 2014 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund and Batch numbers 4055 and 4058 dated May 8 and 13, 2014 for the ROP Fund, for a total of \$322,540.06 be approved.

BACKGROUND: Copies of Warrants which are provided under separate cover for Board of Trustees approvals includes the following:

Fund Name and Number Amount

Fund Name and Number	Amount
General Fund 01	282,289.15
Charter School Fund 09	11,403.80
Cafeteria Fund 13	18,260.07
Building Fund 21	7,099.35
School Facilities Fund 35	3,260.10
R.O.P. Fund 09	227.59
Total	322,540.06



## BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.18 Gifts

MEETING DATE: June 19, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the board of trustees consider accepting the gifts donated by Intel, Jeff Parkhurst and Janet E. Stahlhuth.

BACKGROUND: The following gifts are being donated to the District:

- 1) Intel Volunteer Grant-Donation for \$1,390.00 for ARCS student programs.
- 2) \$400.00 donation for transportation, admission and gift bags at Folsom Zoo Sanctuary for students in Mrs. Smith and Ms. Allen's kindergarten/1<sup>st</sup> grade class at Georgetown School.

Pursuant to District practice, the Board of Trustees may accept on behalf of and for the District, any bequest, gift of money, or gift of property that is presented to the District. The donor may request that the donation be used for a specific program or at a specific school site. A letter of appreciation will be sent to the donor.

AMERICAN RIVER CHARTER SCHOOL / Black Oak Mine Unified School  
District

Robert E. Williams, Ed.D.,  
Superintendent

Post Office Box 4510  
Georgetown, CA 95634  
(530) 333-8300

Fax: (530) 333-8303

Website: [www.arcs-ca.schoolloop.com](http://www.arcs-ca.schoolloop.com)

### Request for Board Acceptance of Gift

To:	Robert Williams
From:	Susan Whittington
Re:	Request for Board Acceptance of Gift
Date:	5-21-14
Description of Gift:	Intel Volunteer Grant Donation \$1390.00 Check (Jeff Parkhurst) volunteer
Donor Estimated Value:	\$1390.00
Donated By:	Intel / Jeff Parkhurst
Mailing Address:	
Donor Requests Gift To Be Used At/For:	As needed at ARCS for student programs

BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
Robert Williams Ed.D.,  
Superintendent

6540 Wentworth Springs Road  
Post Office Box 4510  
Georgetown, CA 95634  
(530) 333-8300  
Fax: (530) 333-8303  
Website: bomusd.org

### Request for Board Acceptance of Gift

To:	Robert Williams
From:	Judy Smith
Re:	Request for Board Acceptance of Gift
Date:	June 3, 2014
Description of Gift:	\$1400.00
Donor Estimated Value:	\$400.00
Donated By:	Janet E. Stahlhuth
Mailing Address:	3599 Stockwood Way El Dorado Hills, CA 95762
Donor Requests Gift To Be Used At/For:	Gift to be used for cost of transportation, admission and gift bags @ Folsom Zoo Sanctuary for students in Mrs. Smith's and Ms. Allen's kindergarten and 1st grade classrooms @ Georgetown School