



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.

November 13, 2014

Robert Williams, Ed.D., Superintendent

Board of Trustees

Joe Scroggins
Darcy Knight
Jeff Shurtz
Steve DePue
Jeff Burch

Student Representative to the Board

Jon Oules

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

REGULAR MEETING OF THE BOARD OF TRUSTEES

DATE:	November 13, 2014
TIME:	6:30 p.m. (Closed) 7:00 p.m. (Open)
LOCATION:	6540 Wentworth Springs Road Georgetown, CA

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.

AGENDA

- 1.0 CALL TO ORDER - OPEN SESSION - 6:30 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 Public Employee Employment - Resignations, Instructional Aide, Northside School (Page 127)
 - 3.2 Public Employee Employment - Certificated Employment School Psychologist (Page 129-130)
 - 3.3 Conference with Robert Williams, Shelly King, District Labor Negotiator, Regarding Labor Negotiations with the Black Oak Mine Teachers Association, California School Employees Association, Gold Chain Chapter #660
 - 3.4 Superintendent Evaluation
- 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 – 7:10 P.M.

- 8.1 Public Hearing – Collection and Accounting for Developer Fees for the 2013-14 School Year (Page 1)
- 8.2 Written Communications
- 8.3 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 RECOGNITIONS – 7:20 P.M.

Board Members, Jeff Shurtz and Steve DePue
Cake Reception

10.0 B.O.M.T.A. REPORT – 7:40 P.M.

11.0 C.S.E.A. REPORT – 7:45 P.M.

12.0 STUDENT REPRESENTATIVE TO THE BOARD REPORT – 7:50 P.M.

13.0 SUPERINTENDENT'S REPORT – 7:55 P.M.

14.0 INFORMATION AND DISCUSSION – 8:05 P.M.

- 14.1 Board Policy 0460 Local Control and Accountability Plan (Pages 3-8)

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Policy 0460 Local Control and Accountability Plan.

- 14.2 Board Policy 0500 Accountability (Pages 9-12)

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Policy 0500 Accountability.

- 14.3 Board Policy 0420.41 Charter School Oversight (Pages 13-20)

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Policy 0420.41 Charter School Oversight.

- 14.4 Board Policy 3100 Budget (Pages 21-28)

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Policy 3100 Budget.

- 14.5 Board Bylaw 9130 Board Committees (Pages 29-32)

EXPLANATION: The Board of Trustees will consider reviewing and revising

14.6 SB 858 and Prop 2 Discussion (Pages 33-36)

EXPLANATION: The Board of Trustees will discuss the possibility of bringing forward a Board Resolution to repeal the reserve cap language for SB 858 and Prop 2.

14.7 Initial Collective Bargaining Proposal of the Black Oak Mine Unified School District with California School Employees Association, Gold Chain Chapter #660 for the 2014-15 School Year (Pages 37-38)

EXPLANATION: 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 CSEA collective bargaining proposal is submitted for information only.

14.8 Political and Strategic Area of the Self Evaluation (Pages 39-42)

EXPLANATION: The Board of Trustees will discuss the Political and Strategic Area of the Self Evaluation.

15.0 NEW BUSINESS - 8:25 P.M.

15.1 Annual Developer Fee Report (Five Year) (Pages 43-44)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Annual Developer Fee Report (Five Year).

M _____ S _____ V _____

15.2 Minutes from Board Meeting October 9, 2014 (Pages 45-47)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the minutes from the meeting on October 9, 2014.

M _____ S _____ V _____

15.3 Minutes from Special Board Meeting October 23, 2014 (Page 48)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the minutes from the Special meeting on October 23, 2014.

M _____ S _____ V _____

15.4 Annual Organizational Meeting (Page 49)

RECOMMENDATION: It is recommended that the Board of Trustees announce the date of the Annual Organizational Meeting as December 11, 2014.

M _____ S _____ V _____

16.0 CONSENT AGENDA - 8:50 P.M.

M _____ S _____ V _____

16.1 Board Policy 6158 Independent Study (Pages 51-58)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve Board Policy 6158 Independent Study.

16.2 Medi-Cal Administrative Claiming Agreement (Pages 59-72)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Medi-Cal Administrative Claiming Agreement.

16.3 Consultant Service Agreement CARE Educational (Pages 73-92)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the agreement with CARE Educational Services for therapy services consisting of evaluation, consultation and treatment.

16.4 Adobe Systems Incorporated Contract (Pages 93-100)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the contract with Adobe Systems Incorporated.

16.5 Pivot Learning Contract (Pages 101-108)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the contract with Pivot Learning Partners.

16.6 Copier Maintenance/Lease Agreement with Ray Morgan Company/US Bank Equipment Finance (Pages 109-116)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Copier Maintenance/Lease Agreement with Ray Morgan Company/US Bank Equipment Finance.

16.7 Consultant Service Agreement with Elizabeth Dowell (Pages 117-120)

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

16.8 Memorandum of Understanding with Boys and Girls Club (Pages 121-124)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Memorandum of Understanding with Boys and Girls Club.

16.9 American River Charter School Student Body Account (Pages 125-126)

RECOMMENDATION: It is recommended that the Board of Trustees take action to approve the request from American River Charter School to open a Student Body Account at El Dorado Savings Bank.

16.10 Letter of Resignation (Page 127)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to accept the letter of resignation from Steve Meadows, Instructional Aide at Northside School.

16.11 Certificated Personnel Action (Pages 129-130)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to employee Michelle Cortichiato, School Psychologist for Black Oak Mine Unified School District.

16.12 Gifts (Pages 131-136)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to accept the gifts donated to Black Oak Mine Unified School District.

16.13 Obsolete Vehicles and Equipment (Page 137)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to declare specified vehicles and equipment obsolete.

16.14 Field Trips (Pages 139-144)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the overnight field trips.

16.15 Purchase Orders, Warrant, Bids and Quotes (Page 145)

RECOMMENDATION: It is recommended that 2014-15 fiscal year Batch numbers 5024-5034 dated October 1 to October 30 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund and Batch number 5011 dated October 8 and Batch #5013 dated October 13 for the ROP Fund, for a total of \$773,862.16 be approved.

17.0 REPORTS OF THE BOARD OF TRUSTEES - 9:00 P.M.

18.0 FUTURE MEETINGS

The next regular meeting of the Board of Trustees is Thursday, December 11, 2014.

19.0 CLOSED SESSION

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

20.0 ADJOURNMENT

PLEASE POST
October 30 – November 13, 2014

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

PUBLIC HEARING
ON THE COLLECTION AND ACCOUNTING FOR
DEVELOPER FEES
FOR THE 2013-14 SCHOOL YEAR

A report containing the above information is available at the District Office, 6540 Wentworth Springs Road, Georgetown.

November 13, 2014
7 P.M.
DISTRICT OFFICE – BOARD ROOM
6540 WENTWORTH SPRINGS ROAD, GEORGETOWN, CA

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.1 Board Policy 0460 Local Control Accountability Plan

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will consider reviewing and revising the new Board Policy 0460 Local Control and Accountability Plan.

BACKGROUND: This new policy reflects the requirements of new law (AB 97 and SB 97, 2013) related to the development of a three-year local control and accountability plan (LCAP) by July 1, 2014, and an update of the LCAP on or before July 1 of each subsequent year. The policy addresses the importance of comprehensive planning, optional local priorities to add to the state priorities specified in law, requirement for consultation with specified groups on plan development, board adoption of LCAP, submission of the approved LCAP to the county superintendent, the board's role in monitoring district progress, and circumstances under which the district may receive technical assistance or intervention to improve student outcomes.

Board members that have suggestions for changes should contact Dr. Robert Williams by November 30, 2014.

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The Governing Board desires to ensure the most effective use of available state funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions aligned with state and local priorities and to facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

The Board shall adopt a districtwide local control and accountability plan (LCAP), using the template provided by the State Board of Education, which addresses the state priorities specified in Education Code 52060. The LCAP shall be effective for three years and shall be updated on or before July 1 of each year. (Education Code 52060)

In addition, the LCAP shall address any local priorities adopted by the Board.

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

To minimize duplication of effort and provide clear direction for program implementation, the LCAP and other district and school plans shall be aligned to the extent possible.

(cf. 0400 - Comprehensive Plans)

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP or the annual update are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. (Education Code 52060)

*(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 6020 - Parent Involvement)*

Public Review and Input

The Board shall establish the following committee(s) to review and comment on the LCAP: (Education Code 52063)

1. A parent advisory committee including at least one parent/guardian of unduplicated students as defined above
2. An English learner parent advisory committee whenever district enrollment includes at least 15 percent English learners and at least 50 students who are English learners

The Superintendent or designee shall present the LCAP or the annual update to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update to the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP or the annual

LOCAL CONTROL AND ACCOUNTABILITY PLAN

update shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update. The public hearing shall be held at the same meeting as the public hearing required prior to the adoption of the district budget in accordance with Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

Prior to adopting the district budget, but at the same public meeting, the Board shall adopt the LCAP or the annual update. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP or the annual update to the LCAP, the Board shall file the LCAP or the annual update with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP or the annual update, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Technical Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal References: Next Page

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Legal Reference:

EDUCATION CODE

17002 *State School Building Lease-Purchase Law, including definition of good repair*
41020 *Audits*
42127 *Public hearing on budget adoption*
42238.01-42238.07 *Local control funding formula*
44258.9 *County superintendent review of teacher assignment*
48985 *Parental notices in languages other than English*
51210 *Course of study for grades 1-6*
51220 *Course of study for grades 7-12*
52052 *Academic Performance Index; numerically significant student subgroups*
52060-52077 *Local control and accountability plan*
52302 *Regional occupational centers and programs*
52372.5 *Linked learning pilot program*
54692 *Partnership academies*
60119 *Sufficiency of textbooks and instructional materials; hearing and resolution*
60605.8 *California Assessment of Academic Achievement; Academic Content Standards Commission*
60811.3 *Assessment of language development*
64001 *Single plan for student achievement*
99300-99301 *Early Assessment Program*
UNITED STATES CODE, TITLE 20
6312 *Local educational agency plan*
6826 *Title III funds, local plans*

Management Resources:

CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, November 2013
Local Control Funding Formula 2013, Governance Brief, August 2013
State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy
adopted:
revised: November 13, 2014

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.2 Board Policy 0500 Accountability

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Policy 0500 Accountability.

BACKGROUND: Board Policy 0500 Accountability has been updated to reflect NEW LAW (AB 97, 2013) which changes the definition of "numerically significant student subgroups" for purposes of the state accountability system, establishes a new system of technical assistance and intervention for districts that meet certain criteria, and repeals law that required an annual discussion of each school's Academic Performance Index (API) at a board meeting. The revised policy also reflects NEW LAW (AB 484, 2013) which authorizes the SBE to suspend the API in the 2013-14 and 2014-15 school years while the state assessment system is transitioning from the Standardized Testing and Reporting program to the Measurement of Academic Performance and Progress. New optional language addresses the use of program evaluation results as a basis for revising district or school goals and comprehensive plans.

Board members that have suggestions for changes should contact Dr. Robert Williams by November 30, 2014.

ACCOUNTABILITY

The Board of Trustees recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish **[appropriate measures]** systems and processes to monitor results and to evaluate the district's progress toward accomplishing the district's vision and goals.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
~~*(cf. 0400 - Comprehensive Plans)*~~
(cf. 2140 - Evaluation of the Superintendent)
(cf. 3460 - Financial Accountability and Reports)
(cf. 4115 - Evaluation/Supervision)
(cf. 4215 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)
(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6190 - Evaluation of the Instructional Program)
~~*(cf. 9000 - Role of the Board)*~~
~~*(cf. 9005 - Governance Standards)*~~
(cf. 9400 - Board Self-Evaluation)

~~The Board and the Superintendent shall agree upon appropriate measures of district, school, and student performance and shall establish a schedule for providing regular reports to the Board and the public regarding district progress.~~

~~*(cf. 0510 - School Accountability Report Card)*~~
~~*(cf. 1100 - Communication with the Public)*~~
~~*(cf. 1112 - Media Relations)*~~

~~Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of the review and evaluation of district programs and operations.~~

~~*(cf. 6020 - Parent Involvement)*~~

Indicators of district progress in improving student achievement shall include, but not be limited to, the Academic Performance Index (API) established by the state's accountability system and measures of "adequate yearly progress" (AYP) required under the federal accountability system.

~~*(cf. 0520.2 - Title I Program Improvement Schools)*~~
~~*(cf. 0520.3 - Title I Program Improvement Districts)*~~
~~*(cf. 0520.4 - Quality Education Investment Schools)*~~
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)

ACCOUNTABILITY (continued)

Following the annual publication of the API and school rankings by the Superintendent of Public Instruction, the Board shall, at a regularly scheduled meeting, discuss the results of each school's annual ranking. (Education Code 52056)

This discussion shall include an examination of scores from the Standardized Testing and Reporting (STAR) program, by school, grade, and student subgroup, including disaggregated data based on socioeconomic status, race/ethnicity, enrollment in special education, English proficiency, and gender.

(cf. 3553 – Free and Reduced Price Meals)

{Alternative schools serving high-risk student populations, including continuation high schools, opportunity schools, and community day schools, shall be subject to an alternative accountability system established by the Superintendent of Public Instruction. (Education Code 52052)}

The district and each district school shall demonstrate comparable improvement in academic achievement, as measured by the API, for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth. (Education Code 52052)

The Superintendent shall provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the local control and accountability plan (LCAP)]

*[(cf. 0460 – Local Control and Accountability Plan)
(cf. 0510 – School Accountability Report Card)
(cf. 1100 – Communication with the Public)
(cf. 1112 – Media Relations)
(cf. 1220 – Citizen Advisory Committees)
(cf. 6020 – Parent Involvement)]*

Evaluation results may be used as a basis for identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support or assistance, awarding incentives or rewards, and establishing other performance-based consequences.

ACCOUNTABILITY (continued)

*[(cf. 0400 – Comprehensive Plans)
(cf. 0420 – School Plans/Site Councils)
(cf. 0520.2 – Title I Program Improvement Schools)
(cf. 0520.3 – Title I Program Improvement District)
(cf. 0520.4 – Quality Education Investment Schools)
(cf. 4141/4241 – Collective Bargaining Agreement)]*

Legal Reference:

EDUCATION CODE

33127-33129 Standards and criteria for fiscal accountability
33400-33407 CDE evaluation of district programs
44660-44665 Evaluation of certificated employees
51041 Evaluation of the educational program
*[52052-52052.1 Academic Performance Index]
[52055.57-52055.59 District identified or at risk of identification for program improvement]
[52060-52077 Local control and accountability plan]
52050-52059 Public Schools Accountability Act
60640-60649 Standardized Testing and Reporting Program*
CODE OF REGULATIONS, TITLE 5
*[1068-1074 Alternative schools accountability model, assessments]
15440-15463 Standards and criteria for fiscal accountability*
UNITED STATES CODE, TITLE 20
6311 Accountability, adequate yearly progress
6312 Local educational agency plan
6316 School and district improvement
CODE OF FEDERAL REGULATIONS, TITLE 34
200.13-200.20 Adequate yearly progress
*[200.30-200.53 Program improvement]
200.30-200.35 Identification of program improvement schools
200.36-200.38 Notification requirements
200.52-200.53 District improvement*

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

Policy

adopted: October 11, 2012

revised:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.3 Board Policy 0420.41 Charter School Oversight

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Policy 0420.41 Charter School Oversight.

BACKGROUND: This policy has been updated to reflect NEW LAW (AB 97, 2013) which (1) adds foster youth to the definition of "numerically significant student subgroups" and changes the number of students constituting a numerically significant subgroup, (2) requires the district to ensure that the charter school submits an annual update of goals and actions aligned with state priorities, (3) requires the provision of technical assistance to a charter school that meets specified criteria, (4) requires the district's board to consider revocation of a charter whenever it finds that the charter school failed to implement the recommendations of the California Collaborative for Educational Excellence or continues to demonstrate persistent or acute inadequate performance, and (5) requires the use of uniform complaint procedures for complaints of noncompliance with the annual update of goals and actions or with technical assistance or intervention. Policy also adds board approval of a general waiver request before it is submitted to the State Board of Education (SBE) on behalf of the charter school, and includes optional language on the development of a memorandum of understanding which clarifies any financial and operational agreements between the district and charter school.

Board members that have suggestions for changes should contact Dr. Robert Williams by November 30, 2014.

CHARTER SCHOOL OVERSIGHT

The Board of Trustees recognizes its ongoing responsibility to ensure that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 - Charter School Authorization)

(cf. 0500 - Accountability)

The Superintendent or designee shall identify at least one staff member to serve as a contact for each charter school. (Education Code 47604.32)

The Board and Superintendent or designee may inspect or observe any part of the charter school at any time. The Superintendent or designee shall visit each charter school at least annually. (Education Code 47604.32, 47607)

Whenever a charter school operates as or is operated by a nonprofit public benefit corporation as authorized by Education Code 47604, the Superintendent shall recommend and the Board shall appoint a district representative, who may be the district's charter school contact, ~~to serve as a voting or nonvoting member of the~~ **[on the]** corporation's board of directors.

Waivers

If the charter school wishes to request a general waiver of any state law or regulation, it shall request that the Superintendent or designee **[district]** submit a general waiver request to the State Board of Education (SBE) on its behalf. **[Upon approval of the Board, the Superintendent or designee shall apply for the waiver.]**

[(cf. 1431 - Waivers)]

Provision of District Services

The district may charge for the actual costs of supervisory oversight of a charter school not to exceed one percent of the charter school's revenue. **[However,]** if the district is able to provide substantially rent-free facilities to the charter school, the district may charge actual costs **[of supervisory oversight]** up to three percent of the charter school's revenue for supervisory oversight. (Education Code 47613)

(cf. 7160 - Charter School Facilities)

The charter school may ~~separately~~ purchase administrative or other services from the district or any other source. (Education Code 47613)

CHARTER SCHOOL OVERSIGHT (continued)

[Whenever the district agrees to provide administrative or support services, the district and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the district and charter school.]

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

Material Revisions to Charter

Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to expand operations to one or more additional sites within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision.

Monitoring Charter School Performance

The Superintendent or designee shall regularly report to the Board on the charter school's performance, based on the academic and fiscal accountability measures specified in the approved charter.

The Superintendent or designee shall **[monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.]** regularly report to the Board on the charter school's performance, based on the academic and fiscal accountability measures specified in the approved charter.

CHARTER SCHOOL OVERSIGHT (continued)

~~In providing general oversight of a charter school, the Board and the Superintendent or designee shall determine whether the school complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32.~~

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, **[an annual update, aligned to the template adopted by the SBE, of school goals, actions, and related expenditures; first and second interim financial reports; and final unaudited report for the full prior year]** ~~first and second interim financial reports, and final unaudited report for the full prior year.~~ (Education Code 47604.32, 47604.33, **[47606.5]**)

The Board shall monitor each charter school to determine whether it is achieving **[both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter]** ~~the outcomes for student learning set forth in the charter agreement. [This determination shall be based on the measures specified in the approved charter and shall include, at a minimum, a consideration of whether the school is meeting its Academic Performance Index growth targets established pursuant to Education Code 52052 and is making "adequate yearly progress" (AYP) pursuant to 20 USC 6311, as applicable.]~~ In addition, the Board shall determine whether the charter school makes "adequate yearly progress" as defined by the SBE and federal Title I accountability requirements. If a charter school fails to make adequate yearly progress for two or more consecutive years, the Board shall take action for program improvement in accordance with law, Board policy, and administrative regulations.

(cf. 0520.2 - Title I Program Improvement Schools)

~~Evaluation data for the charter school shall be considered in the Board's determination of the renewal or revocation of a charter.~~

~~*[(cf. 7160 - Charter School Facilities)]*~~

~~*(cf. 0420.42 - Charter School Renewal)*~~

~~*(cf. 0420.43 - Charter School Revocation)*~~

[Technical Assistance/Intervention]

[If a charter school receiving federal Title I funding fails to make AYP, as defined pursuant to 20 USC 6311, for two consecutive years, the school shall be identified for program improvement and shall implement improvements strategies in accordance with 20 USC 6316.]

[(cf. 0520.2 - Title I Program Improvement Schools)]

CHARTER SCHOOL OVERSIGHT (continued)

[If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more student subgroups identified in Education Code 52052, or for all of the student subgroups if the school has fewer than three, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)]

[1. Shall provide technical assistance to the charter school using an evaluation rubric adopted by the SBE pursuant to Education Code 52064.5]

[2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074.]

[In accordance with law, the Board may deny a charter's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regards to the academic achievement of all numerically significant subgroups of students served by the charter school.]

[(cf. 0420.42 – Charter School Renewal)]

[(cf. 0420.43 – Charter School Revocation)]

[Complaints]

[Each charter school shall maintain processes the enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4687, alleging the school's noncompliance with Education Code 47606.5 or 47607.3. (Education Code 52075)]

[cf. 1312.3 – Uniform Complaint Procedures)]

[A complainant who is not satisfied with the decision may appeal the decision to the SPL (Education Code 52075)]

[If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)]

School Closure

In the event that the Board revokes or denies renewal of a charter or the school closes for any other reason, the Superintendent or designee shall, **[when applicable in accordance with the charter and/or a memorandum of understanding,]** provide assistance, ~~when applicable in accordance with the charter and/or a memorandum of understanding,~~ to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

CHARTER SCHOOL OVERSIGHT (continued)

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days, if the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

*Legal Reference:*EDUCATION CODE*220 Nondiscrimination**17280-17317 Field Act**17365-17374 Field Act, fitness for occupancy**35330 Field trips and excursions; student fees**38080-38086 School meals**42100 Annual statement of receipts and expenditures**44237 Criminal record summary**44830.1 Certificated employees, conviction of a violent or serious felony**45122.1 Classified employees, conviction of a violent or serious felony**46201 Instructional minutes**47600-47616.7 Charter Schools Act of 1992**47634.2 Nonclassroom-based instruction**47640-47647 Special education funding for charter schools**48000 Minimum age of admission for kindergarten, transitional kindergarten**48010-48011 Minimum age of admission (first grade)**48907 Students' exercise of free expression; rules and regulations**48950 Student speech and other communication**49061 Student records**49110 Authority of issue work permits**[49475 Health and safety, concussion and head injuries]**51745-51749.3 Independent study**[52051.5-52052 Academic performance index, applicability to charter schools]**52052 Alternative accountability system**[52060-52077 Local control and accountability plans]**[52075 Uniform complaint procedures]**56026 Special education**56145-56146 Special education services in charter schools**60600-60649 Assessment of academic achievement**60850-60859 High school exit examination*CORPORATIONS CODE*5110-6910 Nonprofit public benefit corporations*GOVERNMENT CODE*3540-3549.3 Educational Employment Relations Act**54950-54963 The Ralph M. Brown Act*LABOR CODE*1198.5 Personnel records related to performance and grievance*PENAL CODE*667.5 Definition of violent felony**1192.7 Definition of serious felony*

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

[4600-4687 Uniform complaint procedures]

11700.1-11705 Independent study

11960-11969 Charter schools

CODE OF REGULATIONS, TITLE 24

101 et seq. California Building Standards Code

UNITED STATES CODE, TITLE 20

6311 Adequate yearly progress

6319 Qualifications of teachers and paraprofessionals

7223-7225 Charter schools

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.78 Accountability

300.18 Highly qualified special education teachers

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS

Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Manual for Governance Teams, rev. 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 11-01, November 9, 2011

Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program, July 2004 [Title V, Part B of the ESEA, April 2011]

The Impact of the New Title I Requirements on Charter Schools, July 2004

WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.charterauthorizers.org>

U.S. Department of Education: <http://www.ed.gov>

Policy
adopted: October 11, 2012
revised:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.4 Board Policy 3100 Budget

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Policy 3100 Budget.

BACKGROUND: This policy has been updated to reflect NEW LAW (AB 97, 2013) which requires that (1) the board must adopt the LCAP prior to adopting the district budget; (2) the budget must include the expenditures necessary to implement the LCAP or the annual update to the LCAP; (3) supplemental and concentration grant funds under the local control funding formula must be used to increase or improve services for students who are eligible for free or reduced-price meals, English learners, and/or foster youth; and (3) state standards and criteria for district budgets must be adopted by the SBE by January 1, 2014, to reflect the requirements of the LCAP.

Board members that have suggestions for changes should contact Dr. Robert Williams by November 30, 2014.

BUDGET

The Board of Trustees recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities **[and comprehensive plans.]** The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

[(cf. 0200 - Goals for the School District)]

[(cf. 0400 - Comprehensive Plans)]

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

[The Board shall adopt the budget only after a local control and accountability plan (LCAP) developed pursuant to Education Code 52060-52077 or and annual update to the LCAP is in place for the budget year. Expenditures necessary to implement the LCAP or the annual update during the subsequent fiscal year shall be included in the budget. (Education Code 42127)]

[(cf. 0460 - Local Control and Accountability Plan)]

Budget Development and Adoption Process

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year. **[Education Code 42127)]**

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

BUDGET (continued)

The Board encourages public input in the budget development process and shall hold [a] public hearings **[on the proposed budget]** meetings in accordance with Education Code 42103 and 42127.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

Budget Advisory Committee

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall develop recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board or the Superintendent or designee.

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 3350 - Travel Expenses)
(cf. 9130 - Board Committees)
(cf. 9140 - Board Representatives)

Budget Criteria and Standards

[The Superintendent or designee shall develop a district budge in accordance with criteria and standards adopted by the State Board of Education (SBE).]

~~In developing the district budget, the Superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of funded average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor agreements. (Education Code 33127, 33128, [33128.3] 33129; 5 CCR 15440-15451)~~

BUDGET (continued)

[The budget shall provide that funding received through state supplemental and concentration grants pursuant to Education Code 42238.02 and 42238.03 shall be used in accordance with regulations adopted by the SBE for schoolwide or districtwide purposed to increase or improve service for students who are English learners, eligible for free or reduced-price meals, and/or foster youth at least in proportion to the increase to the district's revenue generated from such funds. (Education Code 42238.07)]

*[(cf. 3553 – Free and Reduced Price Meals)
(cf. 6173.1 – Education for Foster Youth
(cf. 6174 – education for English Language Learners))]*

~~The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of law. (Education Code 33128.3; 5 CCR 15450)~~

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

*(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 3110 - Transfer of Funds)*

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which the Board or its designee intends to use for a specific purpose.

BUDGET (continued)

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent or designee and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

To protect the district against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the Board intends to maintain a minimum unassigned fund balance which includes a reserve for economic uncertainties equal to at least two months of general fund operating expenditures, or four percent of general fund expenditures and other financing uses.

If the unassigned fund balance falls below this level due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 7210 - Facilities Financing)
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

BUDGET (continued)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Legal References: (see next page)

BUDGET (continued)*Legal Reference:*EDUCATION CODE

1240 Duties of county superintendent of schools
 33127-33131 Standards and criteria for local budgets and expenditures
 35035 Powers and duties of superintendent
 35161 Powers and duties, generally, of governing boards
 42103 Public hearing on proposed budget; requirements for content of proposed budget
 42122-42129 Budget requirements
 42130-42134 Financial certifications
 42140-42141 Disclosure of fiscal obligations
 [42238-42251 Apportionments to district, especially:]
 [42238.01 – 42238.07 Local control funding formula]
 42602 Use of unbudgeted funds
 42605 Tier 3 categorical flexibility
 42610 Appropriation of excess funds and limitation thereon
 44518-44519.2 Chief business officer training program
 45253 Annual budget of personnel commission
 45254 First year budget of personnel commission
 [52060-52077 Local control and accountability plan]
GOVERNMENT CODE
 7900-7914 Appropriations limit
CODE OF REGULATIONS, TITLE 5
 15060 Standardized account code structure
 15440-15451 Criteria and standards for school district budgets

*Management Resources:*CSBA PUBLICATIONS

~~Maximizing School Board Governance: Budget Planning and Adoption, 2006~~
~~Maximizing School Board Governance: Understanding District Budgets, 2006~~
 [Local Control Funding Formula 2013, Governance Brief, August 2013]
 [State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet August 2013]

School Finance CD-ROM, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

BUDGET (continued)

Management Resources (continued)

*Government Finance Officers Association: <http://www.gfoa.org>
Governmental Accounting Standards Board: <http://www.gasb.org>
Legislative Analyst's Office: <http://www.lao.ca.gov>
School Services of California, Inc.: <http://www.sscal.com>*

DRAFT

Policy
adopted: October 11, 2012
revised:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.5 Board Bylaw 9130 Board Committee

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Bylaw 9130 Board Committees.

BACKGROUND: Board Bylaw 9130 has been revised to clarify applicability of the Brown Act to Board-created committees, describe the circumstances under which committees may meet in closed session, and reflect an Attorney General opinion that a committee created through a collective bargaining agreement is not a committee created by the board and thus is not necessarily subject to open meeting requirements. The revised bylaw also specifies decisions that will be made at the time a committee is established, addresses who is responsible for appointing committee members, and deletes material regarding a board not being obligated to provide for public comment at board meetings on matters that were open to public comment during the meeting of the board subcommittees.

Board members that have suggestions for changes should contact Dr. Robert Williams by November 30, 2014.

BOARD COMMITTEES

The Board of Trustees may establish Board [a] committees [whenever it determines that such a committee would benefit the district by providing diverse viewpoints, specialized knowledge or expertise, or increased efficiency. Such committees may be subcommittees of the Board or committees that include members of the community, staff, or other stakeholder groups.] as necessary. ~~The Board shall determine the duties of the committee at the time of its appointment. Unless specifically authorized by the Board to act on its behalf, Board committees shall act in an advisory capacity. When its duties have been completed, the committee shall be dissolved.~~

(cf. 1220 - Citizen Advisory Committees)
[(cf. 2330 – representative and Deliberative Groups)]
[(cf. 9140 – Board Representatives)]

[Upon establishing a committee, the Board shall clearly define the committee's purpose, any timeline for completion of assigned responsibilities, any stakeholder groups or individuals to be represented on the committee, length of time that committee members are expected to serve, and expectations for reporting to the Board and/or the Superintendent or designee. Unless specifically authorized by the Board to act on its behalf, the committee shall act in an advisory capacity.]

[Except for subcommittees of the Board, committee members shall, as appropriate, be recommended by the Superintendent or designee and appointed by the Board president, subject to Board approval.]

[(cf. 9121 – President)]

[The Superintendent or designee shall provide committee members with information and assistance necessary for the fulfillment of the committee's charges, and may serve as a non-voting advisor to the committee at the discretion of the Board.]

[Whenever so charged, committees may actively seek input and participation by parents/guardians, staff, community, and students and may consult with local public boards and agencies.]

[Any committee not required by law may be dissolved when its duties or term has been completed or whenever the Board deems necessary.]

[Committee Meetings]

[Unless otherwise exempted by law, Board-created committees shall provide public notice of their meetings and conduct meetings in accordance with Government Code 54950-54963 (the Brown Act).]

~~Board committees shall provide public notice of their meetings and conduct these meetings in accordance with state open meeting laws.~~

~~Meetings of advisory committees or standing committees for which an agenda is posted at least 72 hours in advance of the meeting pursuant to Government Code 54954.2, shall be considered, for purposes of the Brown Act, as regular meetings of the Board. (Government Code 54954)~~

~~(cf. 9320 - Meetings and Notices)~~

~~(cf. 9322 - Agenda/Meeting Materials)~~

[However] Board advisory **[sub]**committees composed solely of less than a quorum of the members of the Board are not subject to open meeting laws unless they are standing committees. **[Standing committees of the Board, irrespective of membership, are those]** that have a continuing subject matter jurisdiction or a meeting schedule established by the Board. (Government Code 54952)

Standing committees with a continuing subject matter jurisdiction include but are not limited to, those responsible for providing advice on budgets, audits, **[Board policy,]** contracts and personnel matters at the Board's request.

~~[(cf. 3100 - Budget)]~~

~~(cf. 3430 - Investing)]~~

~~(cf. 9310 - Board Policies)]~~

When a majority of the members of the Board attend an open and noticed meeting of a standing committee, the Board members who are not members of the standing committee shall attend only as observers. (Government Code 54952.2)

~~The Superintendent or designee may serve as an advisor to any committee at the discretion of the Board.~~

~~Whenever so charged, committees may actively seek input and participation by parents/guardians, staff, community and students and may consult with local public boards and agencies.~~

~~When a Board committee composed exclusively of Board members has provided for public comment on an item at a public meeting before or during the committee's consideration of the item, the Board is not obliged to provide for public comment on the item at a subsequent Board meeting. Public comment shall be afforded, however, if the Board determines that the item has been substantially changed since it was heard by the committee. (Government Code 54954.3)~~

[Whenever any advisory or standing committee, including a committee not otherwise subject to the Brown Act, posts a meeting agenda at least 72 hours in advance of the meeting, that meeting shall be considered as a regular meeting of the Board for purposes of the Brown Act and therefore must be held within district boundaries unless otherwise authorized by law. (Government Code 54954)]

[Committees may meet in a closed session during a regular or special meeting only for those purposes specifically authorized by law for closed sessions held by the Board.]

[(cf. 9321 – Closed Session Purposes and Agendas)]

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35024 Executive committee

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

[54950-54963 The Brown Act, especially:]

54952 Legislative body, definition

54952.2 Definition of meeting

54954 Time and place of regular meetings; special meetings; emergencies

54954.3 Opportunity for public to address legislative body

[54957 Closed session purposes]

[COURT DECISIONS]

[Fraser v Dixon Unified School District, (1993) 18 Cal.App.4th 781]

ATTORNEY GENERAL OPINIONS

81 Ops. Cal. Atty. Gen. 156 (1998)

80 Ops. Cal. Atty. Gen. 308 (1997)

79 Ops. Cal. Atty. Gen. 69 (1996)

[Management Resources:]

[CSBA PUBLICATIONS]

[The Brown Act: School Boards and Open Meeting Laws, 2009]

[WEB SITES]

[CSBA: <http://www.csba.org>]

[National School Boards Association: <http://www.nsba.org>]

Bylaw
adopted: October 11, 2012
revised:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.6 SB 858 and Prop 2 Board Discussion

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will discuss the possibility of bringing forward a Board Resolution to repeal the reserve cap language for SB 858 and Prop 2.

BACKGROUND: On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), now embodied in California Education Code 42127.10, and SB 858, Sec. 27 Education Code 42127.01, will become operative and will require school districts to spend their assigned and unassigned account balances down to no more than twice the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account.

On November 4, 2014, the voters of California passed an amendment to the California Constitution; Proposition 2 ends the existing rules for a State Budget reserve – the Budget Stabilization Account (BSA) – and replaces them with new rules. Prop 2 constructs two distinct reserves – the state BSA and the K-14 “Public School System Stabilization Account” (PSSSA).

Black Oak Mine Unified School District
Resolution on Local Reserves Cap
SB 858, Section 27/California Education Code 42127.01
Resolution # SAMPLE

WHEREAS, School district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, School district governing boards are responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, The Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English learners, from low income households and who are Foster Youth; and

WHEREAS, Funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, School district reserve levels, as well as their fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, community funded schools (Basic Aid Districts) receive funds only twice a year and must rely on adequate reserves to manage cash flow for normal daily operations and for future purchases and unforeseen events; and

WHEREAS, the statutory minimum for school district reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, Prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the governing board of the Black Oak Mine Unified School District currently maintains a reserve of approximately 4% for purposes of meeting cash flow needs to allow the district to make payroll during the next economic downturn and when the revenues from Proposition 30 begin to sunset, to maintain an acceptable credit rating, and anticipating the rising contributions to employee retirement systems; and

WHEREAS, On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), now embodied in California Education Code 42127.10, and

WHEREAS, SB 858, Sec. 27 Education Code 42127.01, will become operative now that voters have passed Proposition 2 on the November 4, 2014 state ballot, and which requires school districts to spend their assigned and unassigned account balances down to no more than two to-three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes a payment of any amount to the Public School System Stabilization Account; and

WHEREAS, Under SB 858 this provision, a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, It could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

WHEREAS, The LCFF is not fully implemented, many school districts are still funded below their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves; now, therefore, be it

Resolved, That the Board of Education of the Black Oak Mine Unified School District calls upon the Legislature and the Governor to repeal the language contained in Sec. 27 of SB 858 (Chapter 32, Statutes of 2014) now in Education Code 42127.01 immediately.

Passed and adopted by the Board of Trustees of the Black Oak Mine Unified School District this December 11, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Joe Scroggins, Board President

Darcy Knight, Board Clerk

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.7 Initial Collective Bargaining Proposal of the Black Oak Mine Unified School District with the California School Employees Association, Gold Chain Chapter #660 for 2014-15 School Year

MEETING DATE: November 13, 2014

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

EXPLANATION: 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 CSEA collective bargaining proposal is submitted for information only.

BACKGROUND: Government Code Section 3547 provides that:

1. All initial proposals must be presented at a public meeting of the school employer and thereafter constitute public record;
2. Meeting and negotiating shall not take place until:
 - (a) a reasonable time has elapsed after submission of the proposal to enable the public to become informed; and,
 - (b) the public has an opportunity to express itself regarding the proposal at a meeting of the public school employer.
3. After the public has had an opportunity to express itself, the public school employer shall, at a meeting which is open to the public, adopt its initial proposal.
4. New subjects of meeting and negotiating arising after the presentation of initial proposals shall be made public within 24 hours. Moreover, if a vote is taken on such subject by the District, the vote of each voting Board member is also required to be made public within 24 hours.

It should also be noted that before the District may enter into a written agreement with the employee organization, major provisions of the agreement including, but not limited to the cost that would be incurred, must be disclosed at a public meeting. (Legal references: Government Code Sections 3547; 3547.5)

There is no requirement that the Board take action of any sort regarding the District's proposal. It is simply an informational item. At the next regular meeting of the Board on December 11, 2014, the public will have an opportunity to express itself.

Openers for the CSEA Contract for the 2014-2015 school year.



The members of the California School Employees Association Gold Chain Chapter 660 met and discussed a list of openers to the contract between the CSEA and the Black Oak Mine Unified School District.

For the 2014-2015 school year; California School Employees Association Gold Chain Chapter 660 would like the following articles to be open for negotiation per agreement in said contract.

Sunshine Proposal

Article II

1. Job Descriptions:
 - A. Visit and adjust if necessary the class and or classes picked by both parties to work on this coming year; per last year's agreement.
 - B. Visit and adjust two job descriptions currently that needs to be adjusted to meet the current needs of the job and was tabled for this year. (Career Counselor/Career Technician / Register and Workability Job Coach GSHS).

Article X

1. Pay and allowances.
 - A. Negotiate the longevity steps on the salary schedule
 - B. Salary

Article IV

1. Promotions and Vacancies
 - a. A. Language to give laid-off employees or employees with reduced hours priority in substitution lists throughout the district.
 - b. Language that addresses short-term and long-term vacancies for substitution purposes.

Article XX

1. Professional Growth and Staff Development

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.8 Political and Strategic Area of Self-Evaluation

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will discuss the Political and Strategic area from the Board Self Evaluation from June 2014.

BACKGROUND: The Board of Trustees evaluated themselves in six areas: Contextual, Educational, Interpersonal, Analytical, Political, and Strategic. They have decided to discuss each area of the evaluation in depth at future board meetings.

POLITICAL				
This action occurs:	Frequently	Occasionally	Rarely	Never
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
SCORE: Use a grading scale from one of the school sites.	_____ / 100 _____ %		*GRADE:	

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
SCORE: Use a grading scale from one of the school sites.	_____ / 100 _____ %		*GRADE:	

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.1 Annual Developer Fee Report (Five Year)

MEETING DATE: November 13, 2014

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

RECOMMENDATION: It is recommended that the Board of Trustees approve the Annual Developer Fee Report (Five Year).

BACKGROUND: Pursuant to Government Code 66006, all fees and charges, along with any interest income earned thereon, are deposited in a separate capital facilities fund in a manner to avoid any commingling of the fees and charges with other revenues and funds of the District. Each year the District must account for the fees. Pursuant to Government Code 66001, every five years the District must make certain findings regarding the funds. The District last made five year findings on November 11, 2009. The next five year findings should be made by December 31, 2019.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
5 YEAR HISTORICAL DATA FOR THE DEVELOPER FEE FUND 25
SCHOOL YEARS 2009-2010 to 2013-2014

Prepared: 11/5/2014

2009-10 Beginning Fund Balance

451,766

Fiscal Yr	Level 1 Fees	Interest	Other	Transfers In	Total	Detail
2009-10	33,740	1,129		0	34,869	
2010-11	40,281	711		647	41,640	* Transfer from Fd 40 for GSHS Synthetic Football Field Turf Project
2011-12	32,624	563		0	33,187	
2012-13	75,306	473		0	75,779	
2013-14	71,749	625		0	72,374	

Total Income 257,649

Fiscal Yr	Salary & Benefits	Supplies & Equipment	Rent/Lease/Repairs	Developer Fee Collection	Contracted Services	Other Service/Operating Exp	Site & Building Improvements	Transfers Out	Total	Detail
2009-10					7,219	4,155				Facilities Consulting
				1,012						Admin Fee
					616					Developer Fee collection costs
										Facilities Legal Services
		8,714	10,241		219					Divide High School move to Creekside Site
							408			Facilities Consulting - CLE Grant Projects
							42,795			Creekside Sch move to Georgetown School
		2,968			4,864					Golden Sierra HS Synthetic Football Turf
					220					Golden Sierra HS ADA Access
					7,009		54,558			Site Preparation for American River Charter School
									144,996	2009-10 TOTAL
2010-11					880					Facilities Consulting
				1,208						Developer Fee collection costs
							10,394			Flooring at Georgetown & Northside
							17,468			Divide High School move to Creekside Site
		287					(37,208)			Golden Sierra HS Synthetic Football Turf
		(500)						162,510		Districtwide Financial Hardship Projects
										Site Preparation for American River Charter School
		3,312	5,138		(373)		9,132		192,247	2010-11 TOTAL
2011-12										Facilities Consulting
		26,565		979						Districtwide Technology Infrastructure Improvements
									27,543	2011-12 TOTAL
2012-13		1,897					13,600			Golden Sierra Lower Campus Paving
							5,436			Georgetown Elementary New Playground
					563					Facilities consultant fees - Jack Schroder and Associates
				2,253						Developer Fee - Collection Fee/Admin
						2,629				Division of State Architect Close Out Costs
									26,377	2012-13 TOTAL
2013-14							2,379			Golden Sierra Fencing
					3,000					Developer Fee - Collection Fee/Admin (includes Enrollment Projections)
				2,152	3,076					Developer Fee - Justification Study
									10,607	2013-14 TOTAL

Total Expenditures 401,770

2013-14 Ending Fund Balance 307,644

**MINUTES OF A REGULAR MEETING
OF THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
October 9, 2014**

<u>CALL TO ORDER</u>	15.2	The Meeting of the Board of Trustees was called to order by President Scroggins, at 6:30 P.M. at 6540 Wentworth Springs Road, Georgetown, California Present: Joe Scroggins, Darcy Knight, Jeff Shurtz, Jeff Burch, and Robert Williams, Superintendent. Steve DePue was absent.
<u>CLOSED SESSION</u> <u>OPEN SESSION</u>		The Board met in Closed Session The Open Session of the Board convened at 7:00 P.M. Present: Board members, Members of the audience (including staff/community)
<u>PLEDGE OF ALLEGIANCE</u>		The Pledge of Allegiance was led by Mr. Shurtz.
<u>ADOPTION OF THE AGENDA</u> ACTION M-14-62		It was moved by Mrs. Knight, seconded by Mr. Burch and carried unanimously to adopt the agenda. 4 to 0 Scroggins Y Knight Y Shurtz Y Burch Y
<u>COMMUNICATIONS</u> Written Communications		None
Oral Communications		Mr. Paul Firth commented on American River Folk Society. October 18th and 19th will be the Cowboy and Story Telling event. They would like to use the bus barn area for overflow parking.
<u>B.O.M.T.A. REPORT</u>		Zady Wirth spoke on his behalf of BOMTA and reported to the Board of Trustees.
<u>C.S.E.A. REPORT</u>		Wes Younger, CSEA present, reported to the Board of Trustees.
<u>STUDENT REPRESENTATIVE TO THE BOARD REPORT</u>		Jon Oules, Student Representative, reported on activities and happenings at the school sites. See handout.
<u>SUPERINTENDENT'S REPORT</u>		Dr. Robert Williams, Superintendent, reported to the Board of Trustees. See handout. Dr. Westsmith and Dr. Ahern gave a presentation on the Strategic Plan as part of Dr. Williams report.
<u>INFORMATION AND DISCUSSION</u> Williams Uniform Complaint Procedure		As required by Education Code 35186, the quarterly report of complaints received pursuant to the Williams Uniform Complaint Procedures is provided for information to the Board of Trustees.
Special Education Program		Susan Whittington, Coordinator of Student Services, gave an update to the Board of Trustees on the Black Oak Mine Unified School District Special Education Program.
Board Policy 6158 Independent Study		The Board of Trustees will consider reviewing and revising Board Policy 6158 Independent Study.
Prop 39: California Clean Energy Jobs Act Update		Mark Koontz, Dir. of Facilities, Maintenance, Operations and Transportation, gave an update to the Board of Trustees on Prop 39: California Clean Energy Jobs Act. Board discussed: Mr. Shurtz addressed needs at Georgetown School. Mr. Burch clarified that once we submit an option to the CEC, we have to stick with it. Mr. Koontz recommended Option 1.
Discuss the <i>Interpersonal and Analytical</i> areas of the Board Self- Evaluation		The Board of Trustees discussed the Interpersonal and Analytical Areas from the Board Self-Evaluation. Mrs. Knight stated that on the personal side, the board is getting to know each other better and it reflects in the scores.

NEW BUSINESS

Minutes – September 25, 2014
ACTION M-14-63

It was moved by Mr. Burch, seconded by Mrs. Knight and carried unanimously to approve the minutes from the Special Board Meeting on September 25, 2014.
3 to 0 Scroggins Y Knight Y Burch Y
Mr. Shurtz was not present at the special meeting.

CONSENT AGENDA

ACTION M-14-64

It was moved by Mr. Shurtz, seconded by Mrs. Knight and carried unanimously to approve the consent agenda.
4 to 0 Scroggins Y Knight Y Shurtz Y Burch Y

Classified Personnel Action

Approved the employment of Jessica Anderson as a 3 hour Teaching Assistant at American River Charter School.

Certificated Personnel Action

Approved the employment of Michelle Mann as a 1.0 FTE English Teacher at Golden Sierra Junior Senior High School.

Certificated Assignments Under
Education Code 44263

Authorized Sergey Artemyev to teach under Education Code 44263 for the 2014-15 school year.

Letter of Resignation

Accepted the letter of resignation from Rebecca Noriega, Teaching Assistant at American River Charter School.

SchoolWorks Annual Demographic
Service Contract

Approved the service contract with SchoolWorks to perform our 2014-15 annual enrollment study for the District.

Red Cross Agreement

Approved the agreement with Red Cross to Use Black Oak Mine Unified School District facilities as possible emergency shelters during a disaster.

Devine Psychological Service
Agreement

Approved the service agreement with Devine Psychological Services.

Careerstaff Unlimited Agreement

Approved the service agreement with Careerstaff Unlimited.

2014-15 Single Plan for Student
Achievement

Approved the 2014-15 Single Plan for Student Achievement for Georgetown School.

Board Meeting Minutes
September 11, 2014

Approved the Board Meeting Minutes from the September 11, 2014 board meeting.

Obsolete Materials – Instructional
Materials

Declared specified instructional materials – textbooks obsolete.

Purchase Orders, Warrants, Bids
and Quotes

Approved the 2014-15 fiscal year Batch Numbers 5014-5023 dated September 5, 2014 to September 30, 2014 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund; and Batch Numbers 5009 dated September 5, 2014 for the R.O.P. fund for a total of \$370,326.84.

Gifts

Accepted the gifts donated.

REPORTS OF THE BOARD OF
TRUSTEES

Mr. Burch talked about an October Fest he attended at Golden Sierra. Mrs. Knight talked about the Homecoming game and how wonderful it was. She also commented on the candidate's night that took place in Cool. It was very informative. Mr. Shurtz talked about the Rotary Club serving lunch to the Seniors at the high school. Mr. Scroggins talked about working in the booth at the Homecoming game. Mr. Scroggins also announced that he had a new grandson and a daughter graduating from college.

FUTURE MEETINGS

The next special meeting of the Board is October 23, 2014 at Golden Sierra Junior Senior High School at 6:00PM
The next regular meeting of the Board is November 13, 2014 at 7:00PM

DISCLOSURE OF ACTION
TAKEN IN CLOSED SESSION

ADJOURNMENT

The meeting was adjourned at 9:17 p.m.

Respectfully submitted,

Robert Williams
Secretary to the Board

Joe Scroggins
President of the Board

Date

**SPECIAL MINUTES OF A REGULAR MEETING
OF THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
October 23, 2014**

<u>CALL TO ORDER</u>	15.3	The Special Meeting of the Board of Trustees was called to order by President Scroggins at 6:00 p.m. at Golden Sierra Junior Senior High School in Garden Valley, California Present: Joe Scroggins, Darcy Knight, Jeff Burch and Robert Williams, Superintendent were present. Jeff Shurtz and Steve DePue were absent.
<u>OPEN SESSION</u>		The meeting was called to order at 6:01PM
<u>PLEDGE OF ALLEGIANCE</u>		The pledge allegiance was led by Darcy Knight.
<u>ADOPTION OF THE AGENDA</u> ACTION M-14-65		It was moved by Mrs. Knight, seconded by Mr. Burch and carried unanimously to approve the adoption of the agenda. Vote 3 to 0 Scroggins Y Knight Y Burch Y
<u>COMMUNICATIONS</u>		Dr. Ahern talked about how students are catching up on their credits with the APEX program.
<u>ADJOURNMENT</u> Respectfully submitted,		The meeting was adjourned at 6:31PM
Robert Williams Secretary to the Board		Joe Scroggins President of the Board Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.4 Annual Organizational Meeting

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees announce the date of the Annual Organizational Meeting as December 11, 2014.

BACKGROUND: Education Code 35143 provides that the Board of Trustees hold an Annual Organizational Meeting each year. The Board of Trustees has scheduled the Annual Organizational Meeting to take place on Thursday, December 11, 2014, meeting Education Code requirements.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.1 Board Policy 6158 Independent Study

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider approving Board Policy 6158 Independent Study.

BACKGROUND: The purpose of the changes to Board Policy 6158 is to have an updated version of this Board Policy and to have one for Black Oak Mine Unified School District and one for American River Charter School Independent Study Programs.

INDEPENDENT STUDY

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 0420.4 - Charter Schools)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6200 - Adult Education)

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

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

The minimum period of time for any independent study option shall be five consecutive school days.

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

The written agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

When a participating student misses two assignments, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study. However, a student's written agreement may specify a lower or higher number of missed assignments that will trigger an evaluation when the Superintendent or designee determines it appropriate based

INDEPENDENT STUDY (continued)

on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet, either in person or by electronic means, with each participating student at least once a week to discuss the student's progress.

(cf. 5147 - Dropout Prevention)

Missing appointments with the supervising teacher without valid reasons also may trigger an evaluation to determine whether the student should remain in independent study.

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

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

Home-Based Independent Study

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

Legal Reference: (see next page)

INDEPENDENT STUDY (continued)

Legal Reference:

EDUCATION CODE

- 17289 Exemption for facilities
- 41976.2 Independent study programs; adult education funding
- 42238 Revenue limits
- 44865 Qualifications for home teachers and teachers in special classes and schools
- 46300-46307.1 Methods of computing average daily attendance
- 47612.5 Independent study in charter schools
- 48204 Residency based on parent employment
- 48206.3 Home or hospital instruction; students with temporary disabilities
- 48220 Classes of children exempted
- 48340 Improvement of pupil attendance
- 48915 Expulsion; particular circumstances
- 48916.1 Educational program requirements for expelled students
- 48917 Suspension of expulsion order
- 51225.3 Requirements for high school graduation
- 51745-51749.3 Independent study programs
- 52522 Adult education alternative instructional delivery
- 52523 Adult education as supplement to high school curriculum; criteria
- 56026 Individuals with exceptional needs
- 58500-58512 Alternative schools and programs of choice

FAMILY CODE

- 6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

- 11700-11703 Independent study
- 19819 State audit compliance

COURT DECISIONS

- Modesto City Schools v. Education Audits Appeal Panel*, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

- Lucerne Valley Unified School District*, Case No. 03-02 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

- Independent Study Operations Manual*, 2000 Edition
- Elements of Exemplary Independent Study*
- Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for Independent Study in Secondary Schools*, January 28, 2010

WEB SITES

- California Consortium for Independent Study: <http://www.ccis.org>
- California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>
- Education Audit Appeals Panel: <http://www.eaap.ca.gov>

HOME SCHOOL/INDEPENDENT STUDY

Home School is a program option available to parents and students of the American River Charter School authorized by the Black Oak Mine Unified School District. The primary purpose for home school is to offer an alternative means of instruction using parent support and involvement to meet students' needs through study outside of the regular classroom setting. This alternative program is available to students from Kindergarten through grade 12. Home/Independent Study for grades 9-12, may be used to earn credits for a high school diploma to fulfill graduation requirements, prepare an individual to take the California State Proficiency exam, or to accommodate individual flexible scheduling or philosophical beliefs. Independent study programs and contracts may also be used to create alternatives to the traditional classroom mode of instruction through individualizing the educational plan for students whose needs may best be met through study outside the regular classroom setting.

The Superintendent or designee shall develop written procedures for the administration and conduct the Home School Program in accordance with this policy.

No student of the ARCS Home School Program shall be credited with more than one day of attendance in any calendar day.

No student shall be required to participate in home school/independent study, it is completely voluntary. Those students who choose the Home School Program will have the option of a full-time classroom setting within the Black Oak Mine Unified School District. This option will be continuously available should the student decide to transfer from American River Charter Home School program.

No individual with exceptional needs, as defined in Education Code 56026, may participate in the Home School program unless his/her individualized education program (IEP) specifically provides for that participation. Special education staff is responsible for ongoing involvement and support, through direct service or consultation, of a home school student with an IEP.

The American River Charter School shall provide appropriate services and resources to enable students to complete their home school successfully and shall ensure to students on home school equal access to all existing services and resources of the school in which the students are enrolled as is available to all other students in the school.

Students requesting home school and their parents/guardians must be informed that the independent study program at the elementary level emphasizes a commitment on the part of the student's parent/guardian. At the secondary level, the major commitment must be made by the student, supported as necessary by parents and others who may assist directly with instruction.

For all students in Home School, the maximum length of time which may elapse between the time the assignment is made and the date by which the student must complete the assigned work shall be for students in Kindergarten through grade twelve, not more than 20 days, except when

HOME SCHOOL/INDEPENDENT STUDY (continued)

special or extenuating circumstances justify a longer time. A period not to exceed eight weeks may be approved by the Superintendent or designee pursuant to a written request, with justification, for individual students pursuing travel programs.

When any student misses 2 consecutive appointments without valid reason an evaluation will be conducted to determine whether it is in the student's best interest to remain in American River Charter Home School program. When any student fails to complete three consecutive home school assignments, during any period of twenty school days, the Superintendent or designee shall determine whether it is in the student's best interest to remain in the home school program. A written record of the findings shall be maintained in the student's cumulative record for 3 years (Education Code 51747).

ADA for home school will fall within the teacher-to-ADA limits set by Education Code 51745.6 to be eligible for apportionment.

Home School is an open program and will be available to all students in BOMUSD, El Dorado County and the contiguous counties of Sacramento, Placer, and Amador.
(Education Code 51747.3(b))

To receive K-12 apportionment, students who are age 19-22 must have been continuously enrolled in school since their 18th birthday. (Education Code 46300.1)

The Superintendent or designee shall annually report to the Board the number of students in the Home School Program, the ADA generated, a description of their performance on such indicators of quality as the Board may specify, and the number and proportion of home school students who graduate or successfully complete their studies.

Written Agreements and Contracts

The Superintendent or designee shall ensure that a written Home School master agreement, as prescribed by law, exists for each participating student. No Home School Program master agreement can be valid for longer than one semester. (Education Code 51747)

The Superintendent or designee shall establish appropriate screening procedures to ensure that the necessary level of understanding and preparation exist to meet the conditions of the home school program agreement prior to its approval by the designated certificated representative of the district.

Legal Reference: (see next page)

HOME SCHOOL/INDEPENDENT STUDY (continued)

Legal Reference:

EDUCATION CODE

- 17289 Exemption for facilities
- 41976.2 Independent study programs; adult education funding
- 42238 Revenue limits
- 44865 Qualifications for home teachers and teachers in special classes and schools
- 46300-46307.1 Methods of computing average daily attendance
- 47612.5 Independent study in charter schools
- 48204 Residency based on parent employment
- 48206.3 Home or hospital instruction; students with temporary disabilities
- 48220 Classes of children exempted
- 48340 Improvement of pupil attendance
- 48915 Expulsion; particular circumstances
- 48916.1 Educational program requirements for expelled students
- 48917 Suspension of expulsion order
- 51225.3 Requirements for high school graduation
- 51745-51749.3 Independent study programs
- 52206 Gifted and talented education; use of independent study to augment program
- 52522 Adult education alternative instructional delivery
- 52523 Adult education as supplement to high school curriculum; criteria
- 56026 Individuals with exceptional needs
- 58500-58512 Alternative schools and programs of choice

FAMILY CODE

- 6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

- 11700-11703 Independent study
- 19819 State audit compliance

COURT DECISIONS

- Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

- Lucerne Valley Unified School District, Case No. 03-02 (2005)

HOME SCHOOL/INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Independent Study Operations Manual, 2000 Edition

Elements of Exemplary Independent Study

Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for

Independent Study in Secondary Schools, January 28, 2010

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Policy

Adopted: November 13, 2014

Reviewed: October 9, 2014

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.2 Medi-Cal Administrative Claiming Agreement

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the Medi-Cal Administrative Activities Claiming Agreement.

BACKGROUND: The Department of Health Care Services (DHCS) is the Single State agency responsible for administering the California Medical Assistance Program (Medi-Cal) and the School-based Medi-Cal Administrative Activities Program (SMAA) for Local Educational Consortia Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program.

Sutter County Superintendent of Schools
MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2014, by and between the Black Oak Mine Unified School District (hereinafter referred to as "local educational agency" or "LEA") having an address at 6540 Wentworth Springs Rd. Georgetown, CA 95634 and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as "LEC") having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to as individually, the "Party" and collectively, the "Parties").

RECITALS

- A. The Department of Health Care Services ("DHCS") is the single State agency responsible for administering the California Medical Assistance Program ("Medi-Cal") and the School-based Medi-Cal Administrative Activities Program ("SMAA") for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance ("CFDA") number for this federal program is 93.778, Medical Assistance Program ("Medi-Cal").
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association ("CCSEA") LEC Region 3.
- C. LEC has entered into that certain Agreement (Contract # 14-90203) with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2014, and effective through June 30, 2017.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities ("MAA") services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 3 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to "CCSC") to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - o Region 3 (Sutter County Superintendent of Schools)
 - o Region 4 (Contra Costa County Office of Education)
 - o Region 5 (Santa Cruz County Office of Education)
 - o Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

- Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1st, 2014 for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2014.

This Agreement shall automatically renew for additional periods of twelve (12) months unless one Party has provided written notice of cancellation to the other Party not less than ninety (90) days prior to the renewal date.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

- A. Services Provided: LEC will provide the following services to LEA's. The LEC shall:
- (1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.
 - (2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure they are complete and assist participating LEA's to finalize the

“moments”.

- (3) Process RMTS moments for invoicing.
- (4) Provide the required SMAA documents for operational plans and give direction to LEA's for gathering necessary audit materials for each claiming unit for each quarter.
- (5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
- (6) Provide the LEA a “hard copy” RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the SSP for completing the assigned moment.
- (7) Provide the “tape match percentage” from data submitted by LEA's.
- (8) Assist LEAs to prepare for Center for Medicare and Medicaid Services and Department of Health Care Services site reviews and audits.
- (9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
- (10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
- (11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
- (12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 3 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
- (13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
- (14) LEC shall certify to DHCS:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
 - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
- (15) Issue reimbursement to District on claims approved and paid by DHCS within 30 days of receipt.
- (16) Maintain LEC SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
- (17) LEC will act as the liaison between LEA and DHCS.

B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.

- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
- (2) Initially and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or “shifts” as defined for the RMTS System Software Platform (SSP) uploads and updates.

- (3) Yearly and quarterly, provide the LEC approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
- (4) Arrange for LEA Time Survey Participant (TSP) staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the moments.
- (5) Arrange for the LEA MAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
- (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.
- (8) During each time study quarter, the LEA will be required to maintain a minimum response rate of 85% of the moments assigned the LEA TSP's. If the LEA is unable to maintain a return rate of 85% of valid moments assigned, the LEA will have sanctions applied according to Section 11, SANCTIONS of this agreement.
- (9) Federal regulations require that a LEA maintain all records in support of allowable MAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file; these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a MAA claim must be kept five years after the last claim revision.
- (10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (11) In the event an LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.

3. FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 9% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.
3. LEA acknowledges that, as a result of this fee arrangement, the LEA **will not be entitled** to recover any of the fees charged by the LEC as SMAA reimbursable costs on the LEA invoices.

4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "C."

5. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

6. INPUT DATA

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

7. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to the LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

9. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable (Code 1).

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If the LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. The LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

12. GENERAL

- A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

H. **DEFINITIONS OF SUBRECIPIENTS AND VENDORS** – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.

I. **INTEGRATION** – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.

B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor ("Vendor") for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.

C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA's student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit "C" attached hereto and incorporated herein.

14. WARRANTY LIMITATION

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

15. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of November 13, 2014 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

LEA: SCHOOL DISTRICT LEC: SUTTER COUNTY
By: [Signature] SUPERINTENDENT OF SCHOOLS
Name: Dr. Robert Williams Name: Bill Cornelius
Title: Superintendent Title: Superintendent
Date: _____ Date: _____

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

Operating Procedures with LEC as Invoicing facilitator		LEC Coordinator	LEA Coordinator
1.	Evaluate LEA MAA program to ensure appropriate participation	✓	✓
2.	Develop and review audit files	✓	
3.	Maintain audit files and store data required to support operational plan		✓
4.	Review operational plan for quality assurance and compliance	✓	✓
5.	Provide and/or ensure RMTS training for coordinators	✓	
6.	Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion	✓	
7.	Provide 100% coding of moments and clarification of moments if necessary	✓	
8.	Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)	✓	✓
9.	Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		✓
10.	Input LEA Calendar into SSP, update periodically and certify	✓	
11.	Rosters: First period of RMTS implementation: TSP roster, including staff schedules must be uploaded using a template.	✓	
12.	Rosters: All subsequent quarters TSP roster/schedules must be updated quarterly		✓

13.	LEA/LEC to certify Coding Report
14.	Offer support both programmatically and fiscally
15.	Supply RMTS results for invoice process
16.	Generate/provide LEA Medi-Cal percentage (tape match)
17.	Provide fiscal training, materials and forms
18.	Review and provide all fiscal data necessary to process RMTS invoice
19.	Review LEA fiscal data and prepare invoice for reimbursement
20.	Prepare and submit invoice to DHCS for payment
21.	Process DHCS invoice reimbursements send reimbursement payments to LEAs

✓	✓
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors incorporated into the contract between Sutter County Superintendent of Schools and Department of Health Care Services.

Definitions

A. The following definitions are applicable to this Contract.

- 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
- 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
- 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
- 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
- 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.

EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

1.1. Ownership. LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

1.2. Confidentiality Obligations. Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.

This section is referenced in Section 13.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.3 Consultant Services Agreement CARE Educational

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the agreement with CARE Educational Services for therapy services consisting of evaluation, consultation and treatment.

BACKGROUND: The CARE Educational Services may provide staffing personnel for Black Oak Mine Unified School District students as required by signed Individual Educational Programs (IEP). These services may include; assessment, evaluation, and consultation of individuals requiring special education eligibility; adequately documenting an individual report to comply with all applicable state laws, regulations and guidelines. CARE Educational Services will bill the district at their hourly rates listed in the contract. These fees will be paid out of Special Education Funds.

These services may be used until we are able to fill the vacant School Psychologist position at Black Oak Mine Unified School District.

Name of LEA: Black Oak Mine Unified School District Name of NPA: CARE Educational Services

NONPUBLIC, NONSECTARIAN
AGENCY SERVICES

MASTER CONTRACT

2014-2015

(04/2014)

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LEA: Black Oak Mine Unified School District

NONPUBLIC AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 6th day of October, 2014, between Black Oak Mine Unified School District (hereinafter referred to as "LEA") and CARE Educational Services (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each providers license, certification and/or credential. A current copy of CONTRACTOR's nonpublic agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss and costs (including reasonable attorneys' fees)

resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from October 6, 2014 to June 30, 2015 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian agency certified by the California Department of Education and its officers, agents, employees.
 - b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
 - c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
 - d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.
- Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
 - f. The term "parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
 - g. The term "days" means calendar days unless otherwise specified.
 - h. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

7. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

8. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five business days.

9. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

10. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

11. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

12. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

13. TERMINATION

This Master Contract may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract.

14. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as additional insured's premiums on all insurance policies and shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

CONTRACTOR shall not be entitled to any compensation for any special education and/or DIS provided to any pupil for any period during which CONTRACTOR failed to fully comply with this Section 15.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

15. **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by the law, LEA agrees to indemnify, defend and hold harmless CONTRACTOR and its officers, agents and employees against all liability, loss and costs (including reasonable attorneys' fees) arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of LEA, and LEA's officers, agents and employees, in performance of this Agreement.

To the fullest extent allowed by the law, CONTRACTOR agrees to indemnify, defend and hold harmless LEA and its officers, agents and employees against all liability, loss and costs (including reasonable attorneys' fees) arising from actions, suits, claims or demands attributable (a) solely and exclusively to acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents and employees, in performance of this Agreement, (b) to CONTRACTOR's failure to comply with applicable LEA policies, as provided for in Section 3, above, or (c) to LEA being held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, as provided for in Section 17, below.

The parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges or obligations existing under this Agreement.

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

16. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

17. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

18. CALENDARS

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar.

19. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

20. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

21. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student placed with CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract unless otherwise agreed on in writing by the LEA.

It is understood that the CONTRACTOR shall utilize the *approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)* for all IEP planning and progress reporting. The SELPA shall provide training for any NPA to assure access to THE APPROVED SYSTEM. The NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student disenrolls from the NPA, the NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

22. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

23. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

24. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

25. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

PERSONNEL

26. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

27. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE. (5 CCR 3064 (a)).

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by

CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

28. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents *within than 30 days of known changes*. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

29. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

HEALTH AND SAFETY MANDATES

30. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

31. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically and by U.S. Mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

32. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.*, To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

33. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

34. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

35. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or

Notices to CONTRACTOR shall be addressed to:

Jaclyn Moreno, CEO

Name

CARE Educational Services

Nonpublic Agency/Related Service Provider

3625 Grimshaw Way

Address

Elk Grove, CA 95758

City

State

Zip

916-365-7444

Phone

Fax

jmoreno@careeducationservices.org

Email

Notices to LEA shall be addressed to:

Susan Whittington, Coordinator of Student Services

Name and Title

Black Oak Mine Unified School District

LEA

6540 Wentworth Springs Road

Address

Georgetown, CA 95634

City

State

Zip

(530) 333-8300 X6

Phone

Fax

swhittington@bomusd.org

Email

Additional LEA Notification
(Required if completed)

Robert E. Williams, Superintendent

Name and Title

Same

Address

City

State

Zip

530 333 - 8300 x7 530-333-8303

Phone

Fax

rwilliams@bomusd.org

Email

Exhibit A
COMPENSATION

Client shall compensate Consultant for the services provided pursuant to this Agreement as follows:

**\$125 per hour and the current standard mileage rate to and from place of business and school site
(56 cents per mile)**

Payment to be made as follows: Progress payments to be made on intervals of work completed. Payment to be made within 30 days from date of final completed documentation and invoice submission. Completed invoice and documentation must be submitted once per month, within 7 days of the end of the month.

Consultant shall submit invoices and related documents to Client for payment, for each calendar month services were provided.

Exhibit B
SCOPE OF SERVICES

Consultant shall provide school psychological assessment services to the LEA as follows:

1. Maintain compliance with LEA, SELPA, County, State, and Federal regulations and guidelines
2. When parent consent has been obtained, administer and interpret psychoeducational assessments and make recommendations in regards to special education eligibility
3. Draft psychoeducational reports detailing an interpretation of the psychoeducational assessment findings
4. Attend all necessary meetings (Pre-referral meetings, IEP meetings) in person or by phone
5. Interpret the assessment results at IEP meetings and for the IEP team
6. Consult with the IEP team (parents, teachers, administration, and staff) to determine eligibility, IEP goals, accommodations/modifications, and services
7. Comply with mandated timelines
8. Provide guidance in the creation of appropriate behavior goals and consult in the development of behavior intervention plans

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 6th day of October 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

SIGNATURE PAGE TO FOLLOW

CONTRACTOR
CARE Educational Services

Nonpublic Agency

By: Jaclyn Moreno 10-6-14 By: _____
Signature Date
Jaclyn Moreno, CEO
Name and Title of Authorized Representative

LEA
Black Oak Mine Unified School District

Robert E. Williams 10-6-14
Signature Date
Superintendent
Name and Title of Authorized Representative

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.4 Adobe Systems Incorporated Contract

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract with Adobe Systems Incorporated.

BACKGROUND: This contract with Adobe Systems Incorporated will provide updated educational software for students district wide and supports the district's LCAP Goal of "providing access to state-of-the art technology to make the most of their 21st Century learning and to become college and career ready."



CONTRACT INSTRUCTION SHEET FOR SUBMITTING CONTRACTS

(PLEASE RETURN THIS PAGE WITH YOUR CONTRACT)

Dear Customer,

Thank you for your consideration in executing the attached contract. You may choose to do the following:

- Electronically sign using Adobe® EchoSign®, if assistance is needed please contact your Adobe Sales representative
- Scan the signed contract and send it to rgcordus@adobe.com; or
- Fax the signed contract to (801) 437-2883, ATTN: Contract Administration Group; or
- Send the contract(s) via courier to:

Adobe Systems Incorporated
Attn: Contract Administration Group - RG
345 Park Avenue
San Jose, CA 95110
Phone: 408-536-6000

Courier: _____ Tracking Number: _____

(If you are sending a scanned contract electronically or via fax, but also intend to send signed originals, please inform Adobe on your fax or in your email)

RETURN OF EXECUTED CONTRACT:

Please indicate your preference for the return of the fully executed contract. Once Adobe has countersigned the contract:

☒ I would like an electronic Adobe® Acrobat® PDF copy of the fully executed sent to my email address:
ckoonfz@bomusd.org

☐ I am sending two (2) originals to Adobe. Please return one (1) original copy of the fully executed contract to the address indicated below:

Entity Name:
Address:
City, State and Postal Code:
Country:
Contact Name:
Phone Number:

SPECIAL INSTRUCTIONS:

(Eg. Additional mailing requirements, other helpful information.)

This Customer Instruction Sheet is included to expedite processing of contracts and to reduce the risk of signed agreements being lost or delayed. This is not intended to, nor shall it, amend or modify anything in your agreement. Your agreement, particularly if negotiated, may contain instructions that differ from those above. PROCESSING TIME TO RECEIVE, ROUTE AND RETURN ORIGINALS IS 1-2 WEEKS (MORE IF TWO ADOBE COMPANIES ARE PARTIES). THE ESTIMATED TIME TO RETURN A PDF VERSION TO YOU IS ONE BUSINESS DAY AFTER ADOBE'S COUNTERSIGNATURE.

Schedule A: Licensing and Support Terms for Enterprise Term License

Customer: California Educational
Technology Professionals
Association

Customer Sales Order Number:
4400420484

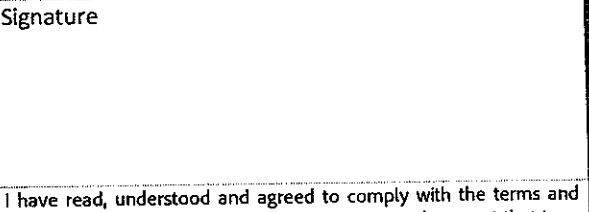
Consortium Member: Black Oak Mine
Unified School District

Agreement ID: 4400428945

Summary of Products and Services

Offerings	Recurring Fees
Enterprise Term License Annual Installment, Year One: (Delivery date through August 28, 2015)	\$ 2,255.50
Enterprise Term License Annual Installment, Year Two: (August 29, 2015 – August 28, 2016)	\$ 2,665.00
Enterprise Term License Annual Installment, Year Three: (August 29, 2016 – August 28, 2017)	\$ 2,665.00
Total Fees	\$ 7,585.50

By signing below, the parties agree to be bound by the terms and conditions set out in this Schedule A (including all schedules and referenced terms and conditions set out in the above referenced Customer's Sales Order agreement) which shall become effective upon the date of last signature (the "Effective Date"), and each Party may enforce its rights directly against the other Party.

Consortium Member: Black Oak Mine Unified School District	Adobe Systems Incorporated
Signature 	Signature 
I have read, understood and agreed to comply with the terms and conditions of this Agreement, and I represent and warrant that I am authorized to bind Consortium Member.	I have read, understood and agreed to comply with the terms and conditions of this Agreement, and I represent and warrant that I am authorized to bind Adobe.
Name: Dr. Robert E. Williams	Name:
Title: Superintendent	Title:
Date: 10/21/2014	Date:
Address: 6540 Wentworth Springs Rd Georgetown, CA 95634	Address: 345 Park Avenue San Jose, CA 95110
Contact:	Contact:

1. Definitions

- 1.1. **Consortium Member** means a Qualified Educational User that is accepted by Customer as part of Customer's cooperative association.
- 1.2. **Customer** means the cooperative association that agreed to the terms and conditions of the Sales Order this Schedule A is associated with.
- 1.3. **Education Eligibility Criteria** means the eligibility criteria for Adobe's education program(s) in North America set forth at the "Qualified Educational Users" page on Adobe's website (currently available at: <http://www.adobe.com/education/institution-eligibility-guide.html>).
- 1.4. **Enterprise** means all entities within Consortium Member's enterprise that meet the Education Eligibility Criteria, and shall include all FTE selected below in Section 4.2.
- 1.5. **Faculty** means a then-current employee or independent contractor of Consortium Member whose primary job duties including providing educational instruction to students.
- 1.6. **Staff** means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member's educational operations and/or Faculty.

1.7. **Student** means a student who is then-currently enrolled at a Consortium Member operated educational institution.

1.8. **Maintenance** means the provision of Upgrades according to Section 7.

2. Deadline for Execution and Return of Sales Order

All License rights described in this Schedule A are contingent upon Consortium Member's execution and return of this Schedule A and the submission of the Consortium Member's purchase order to its Channel Entity no later than: October 21, 2014.

3. License Term

The License Term starts on the delivery date (i.e. the date the Products are made available for download) and ends on August 28, 2017. During the License Term, the terms of this Schedule A will govern all orders by Consortium Member of the Products and Services set out in this Schedule A.

4. Enterprise Term License

4.1. Consortium Member shall have a license to deploy an unlimited quantity of licenses to the Products shown in the table in Section 6 below within its Enterprise which is comprised of the Full Time Equivalent (FTE) population selected below during the Term, subject to the Growth Limitation clause in Section 8, below.

4.2. FTE is calculated as follows:

$$\text{FTE} = \text{full-time Faculty} + (\text{part-time Faculty} \div 3) + \text{full-time Staff} + (\text{part-time Staff} \div 2).$$

Consortium Member's current FTE Count is 130.

4.3. Home Use Rights:

Administration of Home Use: Kivuto serves as an online distribution and management platform for Adobe software. End Users may access Adobe software under this Agreement for Home Use. The terms below govern Home Use as managed by Kivuto.

Home Users are:	
☒ Consortium Member elects to permit home use rights	During the License Term, each Home User may install and use the OnPremise Software on his/her authorized Computer. The primary user of the authorized Computer on which the OnPremise Software is installed ("Primary User") may install a second copy of the OnPremise Software for exclusive use only for the benefit and business of Customer on either a portable Computer or a Computer located at the Primary User's home, provided that the OnPremise Software on the secondary computer not used at the same time as the OnPremise Software on the authorized Computer. For any Work at Home or home use rights licensed under any ETLA, any Maintenance, Support, Updates or any other rights granted under the ETLA or by subsequent addendum or amendment, if any, will terminate on the expiration of the ETLA.
☒ Manual Installation Option	☒ Manual Installation: Type 1 Kivuto Solutions Inc. ("Kivuto") (formerly e-academy Deployment) - Notwithstanding anything to the contrary in the PDM, Consortium Member may use Kivuto, to manage the Product licenses granted to Home Users for work at home usage. Consortium Member shall make no

			agreement, express or implied, that limits Adobe's right or ability to track and/or audit Kivuto's distribution of Product licenses hereunder. Consortium Member also understands that the use of Kivuto may be subject to additional fees, requirements, and/or terms of use. Consortium Member permits Adobe to obtain, and Kivuto to release, any and all information relating to Consortium Member's use and deployment of the Products and Consortium Member shall obtain all necessary consents, if applicable, for the release of such information. Consortium Member shall purchase Product downloads on an as-needed basis. Consortium Member shall pay for Product licenses prior to download.
		☐ Manual Installation: Type 2	Kivuto Solutions Inc. ("Kivuto") (formerly e-academy Deployment) - Notwithstanding anything to the contrary in the PDMs, Consortium Member may use Kivuto, to manage the Product licenses granted to Home Users for work at home usage. Consortium Member shall make no agreement, express or implied, that limits Adobe's right or ability to track and/or audit Kivuto's distribution of Product licenses hereunder. Consortium Member also understands that the use of Kivuto may be subject to additional fees, requirements, and/or terms of use. Consortium Member permits Adobe to obtain, and Kivuto to release, any and all information relating to Consortium Member's use and deployment of the Products and Consortium Member shall obtain all necessary consents, if applicable, for the release of such information. Consortium Member will purchase all downloads in advance. When Consortium Member has exhausted its prepaid downloads, it must purchase additional pre-paid downloads prior to downloading any additional Software.

☐ Consortium Member elects <u>not</u> to permit home use rights	Notwithstanding anything to the contrary, home use of the OnPremise Software is not permitted under this Agreement.
--	---

- 4.4. If the Student Use option is not selected, then notwithstanding anything else in the Agreement, access and use of the Products by Students shall be limited solely to computers physically located in a Consortium Member's classroom or Consortium Member's educational lab environment.
- 4.5. If Adobe makes available file storage in the cloud, Consortium Member shall be limited to total cloud storage equal to two gigabytes per FTE. (For example, a Consortium Member has 100 FTEs, Consortium Member's total limit would be 200 gigabytes.)
- 4.6. Consortium Member shall ensure that its participating end users are aware of and comply with all the terms and conditions of this Agreement. Consortium Member shall be liable to Adobe for all actions and inactions of Consortium Member's end users relating to this Agreement.
- 4.7. At the end of the License Term, unless renewed by a mutually executed document under mutually agreed terms and conditions, the Enterprise term license described in this Schedule A will no longer apply and will automatically expire, and all OnPremise Software licensed under this Schedule A must be deleted from Consortium Member's computers and systems, and Consortium Member must provide Adobe with a letter of destruction in the form attached to this Sales Order as Schedule B. For clarity, Consortium Member is not required to remove any perpetual licenses that it has purchased under other agreements.

5. Ordering and Payment Terms

- 5.1. Adobe is not entering into a direct purchasing relationship with Consortium Member for the Products and Services. Rather, Consortium Member must utilize a Channel Entity for placing its orders. The Channel Entity is solely responsible for setting the terms of payment with Consortium Member (including but not limited to when payments by Consortium Member are due to Channel Entity).
- 5.2. In this clause, "Channel Entity" means the third party with whom Consortium Member places its order(s) for the Products and Services. The Channel Entity will be a service provider appointed by Adobe to act as its fulfillment agent under this Agreement.
- 5.3. Consortium Member must place its order(s) with the Channel Entity for the Products and Services promptly, in accordance with this Schedule A.
- 5.4. Channel Entity information as of the Effective Date: **SHI International Corp.**

6. Products and Services Ordered; Fees

The Products and Services ordered, applicable quantities and unit Fees are as follows:

SKU	Product Description	Unit Price (\$/unit)	Number of Units	Extended Fee (Unit Price x Number of Units)
65232603MA	Creative Cloud ENT ENT OG MLP Ed Subscription Multi NorthAmerican Language	\$20.50	130	* \$ 7,585.50
65228092MA	Acrobat Prof MLP ED TERM LIC MTN ETLA Multi NorthAmerican Language			
65228097MA	Photoshop Elements MLP ED TERM LIC MTN ETLA Universal English			
65228130MA	Premiere Elements MLP ED TERM LIC MTN ETLA			

	Universal English			
			Subtotal	\$ 7,585.50

*First installment is prorated for an approximate 10-month term.

Fees are inclusive of Maintenance.

7. Maintenance is included with all Software licensed under this Schedule A for the entire duration of the License Term. Support may also be ordered, and is optional throughout the License Term. Adobe will provide Support to Consortium Members who have ordered it for the applicable annual periods. The provision of any fixes, updates, upgrades or other releases in connection with Maintenance will not expand the scope of permitted use of the Software under this Agreement. Support is provided in annual increments and will expire the day prior to the applicable anniversary date of the Effective Date.

8. Growth License Limitation

The rights granted herein are based on the total number of Consortium Member's FTEs as set forth in Section 4.2, above. At any time during the Term, if the Consortium Member's total number of FTEs increases by five percent (5%) or more, ("Growth Event") as compared to the number specified in Section 4.2, above, or the number established as a result of a prior Growth Event, then Consortium Member must purchase additional licenses for the products licensed hereunder at the unit prices specified herein, prorated from the date of occurrence of the Growth Event to the end of the Term (rounded to the nearest whole month). Consortium Member may be asked to confirm from time to time (by written or email request from their Adobe Account Representative) that a growth event has occurred, and will respond within a reasonable time to confirm that a Growth Event has or has not occurred, using the form attached hereto as Schedule C.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.5 Pivot Learning Contract

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract with Pivot Learning Partners.

BACKGROUND: This contract with Pivot Learning Partners will provide support to the principals at Golden Sierra High School and Georgetown School by providing a coach/consultant who will meet regularly with the principal to help the principal's focus on appropriate steps to lead the changes necessary to implement the Common core State Standards and the district's LCAP goals.



Contract For Services

This contract is made **October 8, 2014** between:

Contractor: Pivot Learning Partners having a principal place of business at 731 Market St, Ste 400, San Francisco, CA 94103

Client: Black Oak Mine Unified School District having a principal place of business 6540 Wentworth Spring Rd, Georgetown, Ca 95634

1. TERMS OF CONTRACT

1.1 The terms of this contract shall be from October 1, 2014– June 30, 2015

2. SERVICE TO BE PERFORMED BY CONTRACTOR

2.1 Scope of Work. Contractor will work with Client to provide support to the principals at Golden Sierra High School and Georgetown School by providing a Coach/Consultant who will meet regularly with the principal and function as a thinking partner, facilitator, consultant and/or presenter.

For more details on the scope of work please see the attachment at the end of this contract.

2.2 Method of Performing Services. Contractor will assign coaches to provide services related to the scope of work. In addition, Contractor will provide additional staff support and resources as required to meet the needs of the Client. Services are being provided on a time limited basis and are not intended to replace any Client staffing.

2.3 Compensation. In consideration for the services to be performed by Contractor, the Client agrees to pay Contractor \$13,800. Client will be billed in two installments of \$6,900. The first installment will be billed once a signed contract has been received and the second installment will be billed in May 2015. Client will provide Contractor with a purchase order to bill against (if required) within 10 days after signing contract.

2.4 Charges. Contractor attests that such charges are usual and customary and do not exceed the lowest rates charged to other organizations for similar services.

3. INDEPENDENT CONTRACTOR STATUS

3.1 It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of Client. Nothing in this contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and Client or any employee or agent of Client. Contractor shall retain the right to pursue and perform services for others during the term of this contract.

4. OBLIGATIONS OF CONTRACTOR

4.1 Agreement. Contractor is responsible for the satisfactory completion of the job and is legally obligated to compensate Client for failure to complete the work. As long as the Contract is still being funded, and the Independent Contractor meets the contractual obligations in a satisfactory manner, Contractor cannot be fired except as noted under section 5.2 of this contract.



731 Market Street, Ste 400 San Francisco, CA 94103
Phone: 415-644-3400 Fax: 415-644-0213

4.2 Tools and Instrumentalities. Contractor will supply all training materials. Client will provide the facilities and equipment required to perform the services under this Contract.

4.3 Workers' Compensation. Contractor agrees to provide Workers' Compensation insurance for Contractor's employees and agents and agrees to hold harmless and to indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents. Contractor will comply with Client's request for insurance limits based on the attachment at the end of this contract.

4.4 Indemnification of Liability. Contractor shall indemnify and hold Client harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

4.5 State and Federal Taxes. Since Contractor is not a Client employee, Client will not deduct any applicable withholdings from Contractor's invoices. Contractor is responsible for paying all required State and Federal taxes, including, but not limited to Federal and State income taxes, FICA (Social Security), Federal or State unemployment, or disability.

5. GENERAL PROVISIONS

5.1 Assignment. Neither this Contract nor any duties or obligations under this Contract may be assigned by either party without the prior written consent of the other party.

5.2 Cancellation of the contract. In the event of the Contract needs to be canceled, both parties will meet to negotiate a final payment to the Contractor, or refund to the Client. Participant fees are not prorated by attendance and there are no refunds for participant cancellation.

6. APPROVALS

CONTRACTOR:

A handwritten signature in cursive script, appearing to read "Chris Safford".

By: _____
Chris Safford, CFO
Pivot Learning Partners
94-3227655

CLIENT:

Date Approved: _____
By: _____
Name: _____
Title: _____



Scope of Work

For the Black Oak Mine Unified School District

October 2014 – June 2015

This scope of work describes the mutual responsibilities and commitments of Pivot Learning Partners and the Black Oak Mine Unified School District (BOMUSD) to reach the goals set forth in this document. **The responsibilities and commitments will be performed from October 2014 – June 2015 at a cost of \$13,800**

• Overview

Pivot Learning Partners' Mission and Vision:

Pivot Learning seeks to revitalize public education by developing the leaders and building the education organizations of the future. We aim to create a future in which race, class, language, gender, and culture no longer predict educational outcomes for students.

Pivot Learning Partners' Theory of Action:

Through a combination of professional development and coaching and the use of appropriate tools and strategies, Pivot Learning establishes long-term partnerships with districts to build the capacity of leaders and create high performing organizations that can improve the quality of teaching, raise student achievement and narrow the achievement gap.

Goals of this Project

The superintendent wants to support the principals at Golden Sierra High School and Georgetown School by providing a Pivot Coach/Consultant who will meet regularly with the principal and function as a thinking partner, facilitator, consultant and/or presenter.

This project seeks to:

- Increase the knowledge and build managerial and leadership skills of the principals.
- Help the principals' focus on appropriate steps to lead the changes necessary to implement the new Common Core State Standards (CCSS) while maintaining the goal of equitable access to rigorous curriculum to prepare all students for college and career.

Major Deliverables

By the end of the school year structures and protocols will be in place to facilitate the work of the principals and their school leadership teams with the implementation of school and district goals.

Services

- **Leadership Development:** Pivot Learning shall provide a coach/consultant to support the principal at Golden Sierra High School and Georgetown Elementary School
- **Coaching:** Pivot Learning shall provide one coach/consultants to support each principal and, if desired, a leadership team as a thought partner, consultant, presenter and/or facilitator. Through the coaching process Pivot's "Leadership Cycle" will be taught and used as a mental model to lead the school towards their desired goals. Coaching will be for 1.5 hours twice a month and meeting agendas will be determined by mutual agreement between the principal and the coach.
- **To assist the principals in managing the change process:** Including maintaining communication with district liaison and others as needed, responding to feedback, and making mid-course corrections as needed.
- **Project Management:** Pivot Learning shall be responsible for establishing the systems, structures and processes for a successful implementation of the coaching plan.

Costs

As a mission-driven nonprofit organization, Pivot's work reflects our core value of good stewardship of resources. Our commitment is to provide districts with the most cost-effective package of services possible.

October 2014 - June 2015	Deliverable	Services	Hours/Days	Cost
Leadership Development	Principal Coaching	•Leadership Framework •Leading the CC •School Transformation •Change Design	1.5 hours sessions, twice per month, plus 1-hour preparation time per month. 4 hours per month per school (.5 day)	\$1,500/day 1 day per month (.5 each principal) 8 months coaching for 2 principals \$12,000 Total
Project Management	Mid-year and End-year reporting	Regular communication with Coaches and Superintendent	1 hour per month 1 day total for entire year	\$225/hr. \$1,800 Total
Total				\$ 13,800

Pivot Policies:

Definition of a 'coaching contact' and "coaching day": A typical day of coaching with a client includes approximately 6 hours of "coaching contact" time and 2 hours of coach planning, research, data analysis and follows up; however, by negotiation an individual client and coach may arrive at a different arrangement. (For example if the client has requested that the coach develop materials or reports, the client and coach may agree to reduce coach contact time and increase planning time accordingly.) Coach contact time typically includes face-to-face meetings, telephone check-ins and email, and may also include virtual meetings (e.g. using Skype).

Note: Costs are based on the deliverables and services identified in this scope of work. District-requested changes or modifications to those deliverables and services might necessitate additional fees and a separate addendum to this scope of work.

• **Commitments by Pivot Learning Partners**

- PLP will designate a Project Lead, project team members, consultants and others as needed to carry out the activities and produce the deliverables cited above. Project Leads and Superintendents in all PLP projects have access to the PLP Regional Director as needed.
- Our commitment is to provide the best possible support to our Partner Districts. On a regular basis, Pivot Learning Partners will solicit formal and informal feedback from participants in PLP programs and from leaders in Partner Districts, and we will use this data and information to improve our work.
- Sensitive matters discussed by school and district staff with Pivot Learning employees shall be held in strictest confidence.
- As opportunities arise, PLP will invite Partner Districts to partner with PLP in fundraising efforts and/or in program development or R&D efforts.
- Pivot Learning Partners will invite Partner Districts to participate in regional meetings, networks, or other support programs provided by PLP as appropriate to support the work.

• **Commitments by the Client**

- The superintendent will function as the district liaison with the PLP Project Lead.
- The principals shall make themselves available to the Pivot coach/Consultant based on the schedule established. When changes in schedule are necessary

every effort will be made to communicate well in advance to determine an alternate meeting date and time.

- The superintendent and principal shall participate as needed in the mid-year and end of year review. This review process will be lead and written by the Pivot coach assigned to the principal.
- The principal should be prepared for the PLP coach to challenge him/her. Coach/consultants will ask probing questions and push the client to examine their assumptions and mental models, and to clearly articulate their own theories of action.

• **Payment Terms**

The following payment terms will be noted in the contract once the scope of work has been approved:

- For contracts under \$50,000, the client will receive one invoice from Pivot Learning Partners once the work has been started. This invoice will be due and payable within thirty days from date of invoice.
- For contracts over \$50,000, the client will receive quarterly billings, which will be due and payable within thirty days from date of invoice. Client will receive a quarterly summary of progress.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.6 Copier Maintenance/Lease Agreement with Ray Morgan Company/US Bank Equipment Finance

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the Copier Maintenance/Lease Agreement with Ray Morgan Company/US Bank Equipment Finance.

BACKGROUND: The Administrative team met with three copy machine companies and selected Ray Morgan Company/US Bank Equipment Finance to provide copier service/leasing for the district. Ray Morgan included our district in a "piggy-back" arrangement with Shasta Union High School District, which provides lower pricing and precludes the district from needing to go through a formal bidding process. However, to provide due diligence, the administration did meet with other Canon copier companies to discuss pricing.

The district will see an overall estimated 38% savings annually (\$23,200) and during the five year term of the contract (\$116,000).

BLACK OAK MINE UNIFIED SCHOOL DISTRICT COPIER COSTS

ANNUAL COPIER COST COMPARISON

CURRENT ANNUAL COPIER COSTS

A	B	C	D	E	F
CURRENT SITE	CURRENT MODEL	ANNUAL LEASE COST	ANNUAL MAINTENANCE COST	TOTAL ANNUAL COST	
1 DIVIDE HIGH	IR 32451	\$ 2,984	\$ 1,476	\$ 4,460	
2 GOLDEN SIERRA HS	IR 5065 V2	\$ 5,145	\$ 2,527	\$ 7,672	
3 GOLDEN SIERRA HS	IR 5065 V2	\$ 5,145	\$ 2,515	\$ 7,660	
4 GOLDEN SIERRA HS	IR 10251F	\$ 417	\$ 263	\$ 680	
5 GOLDEN SIERRA JH	IR 5065 V2	\$ 5,145	\$ 2,509	\$ 7,654	
6 NORTHSIDE	IR 3225	\$ 1,363	\$ 713	\$ 2,076	
7 NORTHSIDE	IR 5062 V2	\$ 5,145	\$ 2,534	\$ 7,679	
8 OTTER CREEK	IR 32351	\$ 2,714	\$ 1,347	\$ 4,061	
9 DISTRICT OFFICE	IR 5065 V2	\$ 5,692	\$ 2,506	\$ 8,198	
10 DO-TRANSPORTATION	IR 2270			\$ -	
11 DO-MAINTENANCE	IR 5050	\$ 3,795	\$ 1,857	\$ 5,651	
12 AMERICAN RIVER CHARTER	IR 5050N	\$ 3,795	\$ 2,090	\$ 5,884	
13 ANNUAL TOTAL		\$ 41,340	\$ 20,337	\$ 61,677	

5 YEAR COPIER COST COMPARISON

	5 YEAR LEASE COST	5 YEAR MAINTENANCE COST	TOTAL 5 YEAR COST
14	\$ 206,702	\$ 101,583	\$ 308,285

NEW ANNUAL COPIER COSTS PER NEW LEASE & MAINTENANCE AGREEMENT

G	H	I	J	K	L
NEW SITE	NEW MODEL	ANNUAL LEASE COST	ANNUAL MAINTENANCE COST	TOTAL ANNUAL COST	ANNUAL SAVINGS
DIVIDE HIGH	IRA 2525	\$ 1,100	\$ 203	\$ 1,303	\$ (3,157)
GOLDEN SIERRA HS	IRA 6265	\$ 3,716	\$ 2,175	\$ 5,891	\$ (1,782)
GOLDEN SIERRA HS	IRA 6265	\$ 3,716	\$ 1,759	\$ 5,475	\$ (2,186)
AMERICAN RIVER CHARTER	IR 1730IF*	\$ 555	\$ 107	\$ 662	\$ (18)
GOLDEN SIERRA JH	IRA 6255	\$ 3,334	\$ 1,192	\$ 4,526	\$ (3,129)
NORTHSIDE	IRA 2525	\$ 1,100	\$ 526	\$ 1,626	\$ (450)
NORTHSIDE	IRA 6265	\$ 3,716	\$ 2,805	\$ 6,521	\$ (1,159)
OTTER CREEK	IRA 4225	\$ 1,694	\$ 132	\$ 1,826	\$ (2,235)
DISTRICT OFFICE	IRA 6255	\$ 3,334	\$ 1,480	\$ 4,814	\$ (3,384)
DO-COMBINE TRANSP/MAINT				\$ -	\$ -
DO-MAINTENANCE/TRANSP	IR 1730IF*	\$ 555	\$ 65	\$ 620	\$ (5,032)
AMERICAN RIVER CHARTER	IRA 6255	\$ 3,334	\$ 1,880	\$ 5,214	\$ (670)
ANNUAL TOTAL		\$ 26,151	\$ 12,325	\$ 38,476	\$ (23,201)

Overall % of savings

-38%

5 YEAR SAVINGS	\$ (116,003)
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-38%

5 YEAR LEASE COST	\$ 430,757	5 YEAR MAINTENANCE COST	\$ 51,625	TOTAL 5 YEAR COST	\$ 482,382
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EQUIPMENT FINANCE

Tax-Exempt Lease/Purchase Agreement

APPLICATION NO.

1900110

ACCEPTED BY LESSOR:

FULL LEGAL NAME		
U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")		
STREET ADDRESS		
1310 Madrid Street, Suite 101		
CITY	STATE	ZIP
Marshall	MN	56258
SIGNATURE		DATE
PRINT NAME		
TITLE	TELEPHONE NUMBER	
Documentation Analyst	800-328-5371	

AGREED TO BY LESSEE:

FULL LEGAL NAME		
Black Oak Mine Unified School District		
STREET ADDRESS		
6540 Wentworth Springs Rd		
CITY	STATE	ZIP
Georgetown	CA	95634
SIGNATURE		DATE
X		
PRINT NAME		
Dr. Robert Williams		
TITLE	TELEPHONE NUMBER	
Superintendent	530-333-8300	

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease/Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence as stated in the Certificate of Acceptance, attached as Exhibit B of the Property by Lessee and continue for the time period set forth in the Amortization Schedule attached to the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Amortization Schedule attached to the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, and the loss of federal tax exemption of the interest on any of the Lease Payments, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. Lessee agrees that the new Lessor will not be subject to any claims, defenses, or offsets that Lessee may have against us.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorney's fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.



EQUIPMENT FINANCE

APPLICATION NO.

1900110

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt Lease/Purchase Agreement dated as of 11-6-14 between Lessor and Lessee.

1. **Interpretation.** The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. **Property Description.** The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
3. **Term and Payments.** Lease Term and Lease Payments are per attached Amortization & Payment Schedule. If the Payment Due Dates are not defined, they shall be defined as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit E. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown on the attached Amortization Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
4. **Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 1/1/2015.
5. **Property Cost.** The total principal amount under this Property Schedule for the acquisition cost of the Property is \$117,165.59.
6. **Lessee's Certificate.** Lessee has provided the Lessee's Certificate in the form attached as Exhibit C, hereto.
7. **Lessee's Counsel's Opinion.** If required, Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit D, hereto.
8. **Bank Qualification.** Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding \$10,000,000.

→ BW Lessee initial here, if Bank Qualification is applicable

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

Black Oak Mine Unified School District

Lessee

X

Signature

Name/Title

Attest By Signature

Print Name

Title

Robert E. Williams, Supt. 11-5-14
Roslynne Mananrala-Smith, CFO



Ray Morgan Company

Canon

3131 Esplanade, Chico, CA 95973

PH: (530) 343-6065

FAX: (530) 343-9470

MAINTENANCE AGREEMENT

Date: _____

Purchase Order# _____

Contract #: _____

RMC Account Rep: Jim Adams

BILL TO:

Company Name: Black Oak Mine USD	
Department:	
Address: 6540 Wentworth Springs Road	
City: Georgetown	County: El Dorado
State: Ca	Zip: 95634
Phone #: 530 333 8300	Fax:
Contact:	
Email Address:	

SHIP TO:

Company Name: Various school district locations	
Department:	
Address:	
City:	County:
State:	Zip:
Phone #:	Fax:
Contact:	
Email Address:	

AGREEMENT START DATE:

This maintenance plan is effective for 60 months from the agreement start date (install date if applicable). Base charges are payable in advance with overages billed in arrears.

Meter Contact Information:	
Contact Name:	
Phone Number:	
Email Address:	

COVERAGE TYPE: (Network support and related technical services are NOT covered by this agreement; Such services are offered with optional TSA agreement.)

- ☐ STANDARD (GP) (Includes all parts & labor; Excludes ALL consumables.) ☐ Excludes Drum (GP)
- ☒ BUNDLED - Including KIP Wide Format w/o paper (AI) (Includes all parts, labor and consumable toner. Consumables such as, but not limited to staples, ink stamps, paper or specialty media are excluded)
- ☐ Wide Format "Plus" (AIP) (Includes all parts, labor & supplies, including 20 lb standard bond paper)
- ☐ NON-STANDARD (TO) (Includes consumable toner cartridges only. Excludes all parts, labor, and consumables such as, but not limited to staples, ink stamps, paper or specialty media)

COVERED EQUIPMENT

MODEL #	SERIAL #	START METER	ESTIMATED ANNUAL VOLUME	MANUFACTURER'S PUBLISHED YIELD PER CONTAINER	MINIMUM VOLUME PER MONTH	MINIMUM CHARGE PER MONTH	OVERAGE/PER COPY CHARGE
See attached list							\$0.0065
ALL SCANS WILL BE BILLED AT \$0.0018 PER SCAN							

Minimum Total Per
MONTH
(Plus Applicable Taxes)

\$0.00

QUANTITY OF TONER INCLUDED IN AGREEMENT:

In the case of supply inclusive agreements, RMC will supply to the Customer toner free of charge according to the Manufacturer's Published Yield per Container. At RMC's discretion, RMC may perform a Toner Usage Reconciliation audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, RMC will bill the Customer for excess toner usage at its lowest published price.

SPECIAL INSTRUCTIONS

All images on all equipment is at \$.0065 per image.

RENEWAL: YES ☐ NO ☒

BILLING CYCLE - Bases

☒ Monthly ☐ Annual
☐ Quarterly ☐ Semi-Annual

BILLING CYCLE - Meters

☒ Monthly ☐ Annual
☐ Quarterly ☐ Semi-Annual

Customer agrees to purchase and RAY MORGAN COMPANY agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of RAY MORGAN COMPANY. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of RAY MORGAN COMPANY. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the

X

CUSTOMER SIGNATURE

TITLE

RMC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

- 1 During the term of this agreement, and for each unit of equipment listed on the front of this document or any subsequent amendment or Schedule, the Ray Morgan Company (RMC) will provide, without additional charge, emergency repair service, preventative service, replacement parts (except under the conditions noted in this agreement) and in case of supply inclusive agreements (see front page for this agreement's specific coverage) all supplies (except, as applicable, paper, staples, and clear toner) under the usage limitation conditions listed in the front page of this document. The initial term of this agreement shall be for a period of 60 months and shall be automatically renewed for additional 12 month periods unless written notice is received by either party at least 90 days prior to the expiration of the initial term of the Agreement or any renewal thereof. This agreement shall NOT be assignable by customer without RMC's prior written consent. RMC shall have the right to cancel this agreement if any item is sold to a third party without such consent.
- 2 Maintenance charges provided herein are based upon the current costs of parts and labor and are subject to periodic increases and the effect of inflation. After the first year anniversary date of this agreement and any subsequent twelve month period, the minimum annual or monthly maintenance charges and charges for any overage copies/prints will increase a minimum of 5% over the charges of the previous year. In addition, the minimum billing charge, on any single billing period shall be \$35.00. In addition, RMC may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
- 3 It is understood that should customer wish to add additional, recently acquired but not "new", printers (HP, Kyocera and the like) to this agreement that RMC reserves the right to inspect and approve the addition of each. Such approval is contingent on age and overall condition of the printers in question. RMC might, after inspection, require that certain reconditioning or repairs be made before the equipment in question is covered under this maintenance agreement.
- 4 All routine preventative maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by RMC staff during its regular business hours (6:00 AM to 5:00 PM Monday through Friday except holidays) at no cost to Customer provided that such services shall not include the following:
 - a) repairs resulting from causes other than normal use; Customer's willful act, use of any paper stock that does not meet machine specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc), theft or
 - b) repairs made necessary by service performed by personnel other than an RMC representative, or
 - c) work which the customer requests to be performed outside regular business hours, or
 - d) reconditioning or modification to the equipment except those specified by RMC's Technical Service Department to assure greater performance of the equipment.

All of the foregoing shall be invoiced in accordance with RMC's established per call rates and part charges then in effect. Additionally, RMC shall have the right, when reasonably in need for reasons of significant equipment failure, to substitute equivalent Equipment (age, model, accessories and meter) at any time during the term thereof. Any removed parts replaced by RMC shall become the property of RMC. RMC shall have full and free access to the Equipment in order to provide service thereon and customer shall from time to time advise RMC of the names of its employees who shall act as "key operators," with responsibility for performing basic operator maintenance as described by RMC personnel.
- 5 Certain "housekeeping" duties as outlined in the Owners Instruction Manual provided with the equipment (such as cleaning the glass, clearing misfeeds, if possible, etc) are the customer's responsibility. If a representative of RMC is called to do servicing of this nature the customer will be charged at the established rates for this service. Customer responsible for providing manufacturer recommended, adequate power supply.
- 6 Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. Customer agrees to provide correct meter readings to insure accurate and timely billing to the customer by RMC. If correct meter readings are not provided timely, RMC will calculate an estimated meter reading(s) and bill the Customer in accordance to the frequency contracted for. RMC will request meter readings via email. Upon receipt of email, it is the customer's responsibility to submit the meter reading(s) online at www.raymorgan.com. RMC may assess an additional surcharge to offset administrative costs should calls need to be made to Customer in order to secure meter readings. If the customer is not able to receive emails or submit meter readings online, RMC will fax a request for meter reading(s) in which case the customer must fax back the information requested on the data specified in order to avoid an additional administrative surcharge.
- 7 Additional service such as cosmetic, modification, or relocation, etc. requested and authorized by Customer and rendered by RMC will be charged at established rates for such service.
- 8 If customer's service and/or supply account becomes past due, RMC may (a) refuse service or delivery of supplies until account is made current or (b) provide service on a C.O.D. per call basis at the then current rate for time and materials. Additionally, Customer agrees to pay to RMC its cost and expense of collection including reasonable attorney's fees and all charges earned for service provided before the Customer went on a per call C.O.D. basis for non-payment per the terms of the agreement.
- 9 Liquidated damages: In the event that the customer defaults or chooses to cancel this Agreement before its original term or any extension thereof, Customer promises to pay to the Ray Morgan Company the following amounts as reasonable liquidated damages (and not as a penalty) for breach thereof:
 - a) Contracts with 24 or more months remaining: twelve times the monthly base (or as the case may be quarterly base divided by 3) plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the current term or 6 months whichever is longer.
 - b) Contracts with 13 to 23 months remaining: nine times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for the previous 6 months.
 - c) Contracts with 12 or less months remaining or any subsequent 12 month renewal: six times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the previous 6 months.
- 10 Cancellation for Non-Performance: Customer may cancel the agreement for non-performance as follows: Customer must forward to RMC via registered mail, to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance and dissatisfaction. RMC shall have 30 days to correct the problem. If RMC has not corrected the problem within 30 days, Customer may notify RMC of their intent to cancel in 30 days, after which time the Customer is no longer bound by the Liquidated Damages portion of this agreement. Cancellation of the maintenance agreement for non-performance does not provide relief to the Customer from being obligated to make all remaining lease payments (if any) to the leasing company providing financing services for the equipment in question. This agreement may be cancelled by RMC for any reason.
- 11 Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with the Ray Morgan Company until said supplies are consumed to the extent they may not be further utilized in the copy/printing process. In the event this agreement is cancelled by either party, Customer agrees to return to the Ray Morgan Company all unused supplies provided under this agreement including toner and photoconductor.
- 12 RMC's obligation and warranties under this Agreement are in lieu of (a) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligation or liabilities for damages including but not limited to personal injury or property damage, loss of profit or other consequential damages arising out of or in connection with this agreement of the maintenance service performed hereunder. Nor shall RMC be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climatic conditions or any other reason of similar nature beyond its control. This agreement shall be governed and construed according to the laws of the State of California.
- 13 Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges will be assessed on the outstanding balance if payments are not received within 15 days of invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Customer agrees to pay to RMC a charge of \$25 for any returned checks per occurrence if any of seller's checks are returned to RMC unpaid. Upon default of any payment or any other aspect of this Agreement, RMC may at its option, declare the entire outstanding balance due and payable, including the Liquidated Damages stated in Section 9 of this Agreement.
- 14 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other

This agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals oral or written. No representation or statement not contained herein shall be binding upon RMC as a warranty or otherwise, nor shall this Agreement be modified or amended unless signed by RMC's General Manager

3/16/2009

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.7 Consultant Service Agreement with Elizabeth Dowell

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the Consultant Service Agreement with Elizabeth Dowell.

BACKGROUND: Elizabeth Dowell will provide website, social media, print media, and other communications support for the activities of Drug Free Divide.

Drug Free Divide works to help youth stay engaged in school and away from tobacco, alcohol, marijuana, and other drugs.

The fee for the services is not to exceed \$3,000 dollars, paid at the rate of \$20 per hour of service.



Black Oak Mine Unified School District

Dr. Robert Williams, Superintendent

6540 Wentworth Springs Road, Georgetown, California 95634

530-333-8300 (office) • 530-333-8303 (fax)

www.bomusd.org • info@bomusd.org

CONSULTANT SERVICE AGREEMENT

The Following is an agreement by and between Black Oak Mine Unified School District, of El Dorado County, California, herein referred to as "District" and Elizabeth Dowell, Consultant, herein referred to as "Consultant".

Consultant is a(n) California ___ Corporation ___ Partnership x Individual.

NOW THEREFORE, pursuant to the following terms and conditions the District and Consultant hereby agree as follows:

A. TERM of this agreement shall be from July 1, 2014 until June 30, 2015.

B. CONSULTANT AGREES:

1. To perform in a competent and professional manner all services for the District described in this contract.
2. Provide maintenance of the website and social networking accounts for the Drug Free Community Support Project.
3. Provide support to the Drug Free Communities Support project, including, but not limited to support for implementation of the California Healthy Kids Survey.
4. Provide office space, computer, printer, phone, email account and fax.

C. DISTRICT AGREES:

1. To pay Consultant at the rate of twenty Dollars (\$20.00) per hour for each hour of services, up to a maximum of three thousand Dollars (\$3,000.00) for the 2014-15 school year. Payment will be processed after receipt of an itemized billing by consultant of his/her hours of services in accordance with this Agreement. No other charges, fees or expenses shall be paid by District. No final payments shall be authorized until all reports have been rendered to and approved by District. Approved invoices received by the 1st of the month in the Business Office will be paid by the 30th of the month.

2. To assist Consultant and make available such documents and resource materials as may be specified by the parties to complete the required services.

D. DISTRICT & CONSULTANT AGREE TO THE FOLLOWING:

1. BOMUSD retains the right to inspect, to stop work, to prescribe alterations and generally to supervise the work to ensure its conformity with that specified in this agreement. Should BOMUSD alter the scope they shall pay Consultant for work performed to date.



Black Oak Mine Unified School District

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2. CONSULTANT retains the sole right to control or direct the manner in which services described herein are to be performed, which will be in compliance with all agreements for said work entered into by BOMUSD.
3. Travel time will not be billed by the consultant for activities on the Georgetown Divide. A minimum of 30 minutes will be billed by the consultant for project-related activities that do not take place in the consultant's office.
4. The CONSULTANT is not an agent or employee of Black Oak Mine Unified School District within the meaning of Worker's Compensation statutes, Unemployment Insurance statutes, Social Security Act, State Disability Insurance, and United States Internal Revenue Code. No employment relationship, partnership, joint venture or other association shall be deemed created by this Agreement.
5. The CONSULTANT shall not be entitled to any paid vacations, leave of absence, legal holidays, sick leave, benefit, group health and life insurance plans, or retirement pay or any other such compensation normally payable to an employee of BOMUSD.
6. If the CONSULTANT has ever been a PERS or STRS member, they will indicate below. If CONSULTANT is a retired STRS member they will read Exhibit A and complete the top portion of Exhibit B and return to BOMUSD.

Consultant has been a ✓ STRS member PERS member neither

E. INDEPENDENT CONTRACTOR STATUS: It is understood that Consultant is an independent contractor, is responsible for accomplishing the results herein, and District shall not be liable to Consultant for any payments, benefits, loss costs, expenses or injury or damages to Consultant's person or property, except District's liability to Consultant for his/her compensation for services performed herein.

F. DISTRICT OWNERSHIP: All data and information provided for and/or used by Consultant shall be the property of and returned to District at the completion of the contract. All reports, including final reports, are the exclusive property of District.

G. COMPLIANCE WITH LAWS: Consultant is responsible for complying with all federal, state or local laws regarding business permits and licenses and may be required to carry out such business and the tasks to be performed under this agreement.

H. ASSIGNMENT OR SUBLETTING: This Agreement shall not be assigned or sublet to any other person or persons except with District's written consent.



Black Oak Mine Unified School District

Dr. Robert Williams, Superintendent
6540 Wentworth Springs Road, Georgetown, California 95634
530-333-8300 (office) • 530-333-8303 (fax)
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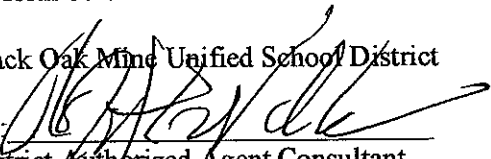
I. TERMINATION: This Agreement may be terminated by the parties upon receipt of ninety (90) days prior written notice sent to the following addresses of Consultant and District:

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

Consultant: Elizabeth Dowell
2841 Dogwood Lane
Georgetown, CA 95634

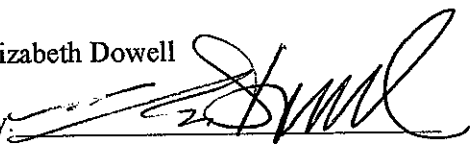
IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Agreement on the dates set forth below.

Black Oak Mine Unified School District

By: 
District Authorized Agent Consultant

Date: 9/22/14
Sb/misc.consultantagreement 11-6-07

Elizabeth Dowell

By: 

Date: 9.22.2014

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.8 Memorandum of Understanding with Boys & Girls Club

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the MOU with Boys & Girls Club.

BACKGROUND: This MOU with Boys & Girls Club of Central Sonoma County will provide tutoring to our students through this after school program. Funding is provided through Title IA (No Child Left Behind Act) to provide Supplemental Educational Services (SES) to eligible students through cooperative agreements between the school district and the SES Tutoring programs.

MEMORANDUM OF UNDERSTANDING
Between Black Oak Mine Unified School District and
Boys & Girls Clubs of Central Sonoma County
For the 2014-2015 School Year

This Memorandum of Understanding ("MOU") is entered into October 16, 2014 between the Black Oak Mine Unified School District ("SCHOOL DISTRICT") and Boys & Girls Clubs of Central Sonoma County ("CLUB") regarding the operation of Supplemental Educational Services (SES) to eligible students in the SCHOOL DISTRICT.

WHEREAS, The SCHOOL DISTRICT and the CLUB believe there is an unmet need for high quality, affordable after school tutoring options and agree to work in partnership to expand existing programs during the 2014-2015 school year; and

WHEREAS, funding is available through the No Child Left Behind Act to provide Supplemental Educational Services to eligible students through cooperative agreements between the school districts and the SES Tutoring provider; and

WHEREAS, it is to the mutual benefit of the SCHOOL DISTRICT, the CLUB and students for the SCHOOL DISTRICT and CLUB to work as partners under the guidelines of the SES grant to expand the availability of quality after school tutoring programs; and

WHEREAS, Section 6316 (e) (3) contains the following requirements:

- A. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student; how each student's progress will be measured; a timetable for improving achievement, and in the case of a student with disabilities, is consistent with the student's IEP;
- B. Requires a description of how the student's parents and teacher or teachers will be regularly informed of the student's progress;
- C. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetable required;
- D. Requires provisions with respect to the making payment to the provider by the LEA;
- E. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student;

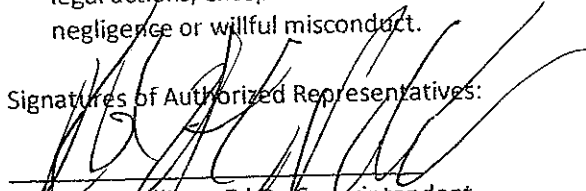
NOW, THEREFORE, THE SCHOOL DISTRICT AND CLUB AGREE AS FOLLOWS:

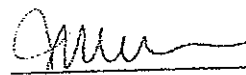
1. This MOU represents an overview of the services and responsibilities in the SES grant. It is understood that all requirements and assurances will be met.
2. The CLUB will provide direct tutoring services for students. Each student will have an individual learning plan and learning objectives created in consultation with the schools. Students will participate in up to 17 hours of small group tutoring sessions comprised of 60 minute sessions meeting twice per week.

3. The CLUB will maintain timely records for attendance and fiscal reporting and program evaluation. The CLUB will prepare an annual performance report based on federal guidelines for review by the SCHOOL DISTRICT at least one week prior to the submission date.
4. The CLUB will provide the services and/or materials called for by this Agreement at a rate of \$40 per hour for a maximum total cost not to exceed \$702.79 per student. BGCCSC will bill SCHOOL DISTRICT monthly for services provided in the preceding month. SCHOOL DISTRICT will remit payment within 30 days of invoice.
5. The CLUB will ensure all tutoring staff who are not district employees and directly tutor students meet the minimum qualifications for an instructional aide by passing the Sonoma County Instructional Aide test and provide a negative TB test. DISTRICT will ensure compliance with these items if CLUB hires current DISTRICT Employees as SES Tutors.
6. The SCHOOL DISTRICT and CLUB will ensure alignment with the scope of any existing facility use agreements. SCHOOL DISTRICT will provide custodial services and the availability of specific facilities to be used by the CLUB.
7. The CLUB will provide parent information, registration and communication, including a parent and child orientation.
8. The SCHOOL will identify the number of eligible students, select the students for participation, and provide referral information to the CLUB.
9. If either the SCHOOL DISTRICT or the CLUB fails to perform any of its obligations under this MOU, within the time and in the manner provided or otherwise violates any of the terms of this MOU, either party may terminate this MOU by giving sixty (60) days written notice of such termination, stating the reason. Prior to termination of this MOU, the SCHOOL DISTRICT and CLUB will jointly participate in a conflict resolution process and seek to redress areas of disagreement in an effort to avoid termination of this agreement.
10. It is expressly agreed that the CLUB shall have no authority to make any contract or binding promise of any nature on behalf of the SCHOOL DISTRICT, whether oral or written, without the express written consent of the SCHOOL DISTRICT.
11. The SCHOOL DISTRICT & CLUB will add the other as Additional Insured on their general liability insurance policies and provide evidence of the following minimum requirements:
 - ☐ \$500,000 Combined single limit for comprehensive general liability insurance.
 - ☐ \$500,000 Combined single limit for automobile liability insurance.
 - ☐ Statutory Worker's Compensation where applicable.
12. This MOU constitutes a legally binding agreement. Except to the extent of the financial contributions expressly agreed to in this MOU, neither the SCHOOL DISTRICT nor CLUB shall be liable for any claims in tort or contract. The SCHOOL DISTRICT and CLUB agree to defend, indemnify, and hold each other harmless against any and all claims or legal actions. The SCHOOL DISTRICT and CLUB are solely responsible for any and all liability costs arising from its acts or omissions in circumstances within its sole control. The SCHOOL DISTRICT and CLUB shall defend, indemnify and hold harmless

the other agency, their governing boards, employees and agents, against any and all such claims or legal actions, except to the extent such liability or costs arises from the agency's own contributory negligence or willful misconduct.

Signatures of Authorized Representatives:


Robert E. Williams Ed.D., Superintendent
Black Oak Mine Unified School District
October 16, 2014


Jennifer Weiss, Co-Chief Executive Officer
Boys & Girls Clubs of Central Sonoma County
October 16, 2014

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT
AMERICAN RIVER CHARTER SCHOOL**

AGENDA ITEM: 16.9 American River Charter School Student Body Account

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent
 Susan Whittington, Administrator

RECOMMENDATION: It is recommended that the board of trustees consider taking action to approve the request from American River Charter School to open a Student Body Account at El Dorado Savings Bank and approve the authorized signers listed below.

BACKGROUND: American River Charter School would like to establish a Student Body Account at the El Dorado Savings Bank in Georgetown. The Student Body Account is audited annually to make sure all guidelines for a Student Body Account are being followed.

Authorized signatures:
Susan Whittington, Coordinator Student Services
Laura Moneyppenny, Office Manager
Sara "Sally" Dyck, Teacher-In-Charge

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.10 Letter of Resignation

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees accept the letter of resignation from Steve Meadows, Instructional Aide at Northside School

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

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.11 Certificated Personnel Action

MEETING DATE: November 13, 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 the recommended Certificated Personnel.

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

CERTIFICATED PERSONNEL ACTION

Certificated Employment 2014-15

Michelle Cortichiato – 1.0 FTE District Psychologist. Michelle comes to our district highly recommended and was employed as the School Psychologist in the Tehachapi Unified School District since 2001.

sk/board/Certificated Employment

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.12 Gifts

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the board of trustees consider taking action to accept the gifts donated by Valeri Heer, Darcy Knight, Jim Kreutz, Leslie Smith and Dennis Edwards.

BACKGROUND: The following gifts are being donated:

- 1) Polaris 425 4W Drive Quad Golden Sierra Junior Senior High School valued at \$1,000.00 (This item was pulled from the agenda in September to allow time to contact our insurance company to see if we could insure this item). This is not a running quad and is going to be used by the Auto Shop at GSJSHS to work on and learn about parts.
- 2) Everlast (1) heavy punching bag with stand and Everlast boxing gloves valued at \$300.00.
- 3) Vermont Garden Cart for the Northside School Garden valued at \$200.00.
- 4) 23 boxes of hand-made Mexican ceramic beads to be used for the Ceramic and Fine Arts Department at Golden Sierra Junior Senior High School valued at \$900.00.
- 5) A cash donation of \$75.00 for the Northside School Garden.

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.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Robert Williams,
Superintendent



6540 Wentworth Springs Road

Georgetown, CA 95634
(530) 333-8300

Fax: (530) 333-8303
Website: bomusd.org

Request for Board Acceptance of Gift

To:	Robert Williams
From:	Eric Harrelson
Re:	Request for Board Acceptance of Gift
Date:	8/27/14
Description of Gift:	Polaris 425 4-wheel Drive Quad
Donor Estimated Value:	\$1000.00
Donated By:	Valeri Heer
Mailing Address:	500 Avenue Chateau Placerville, CA 95667
Donor Requests Gift To Be Used At/For:	Automotive Class

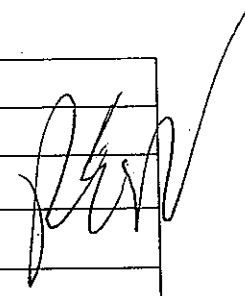
BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Robert Williams Ed.D.,
Superintendent

6540 Wentworth Springs Road

Georgetown, CA 95634
(530) 333-8300
Fax: (530) 333-8303
Website: bomusd.org

Request for Board Acceptance of Gift

To:	Robert Williams
From:	Kris Vallarta
Re:	Request for Board Acceptance of Gift
Date:	10/22/2014
Description of Gift:	1 Everlast heavy punching bag with stand 2 Everlast boxing gloves
Donor Estimated Value:	300.00
Donated By:	Darcy Knight
Mailing Address:	
Donor Requests Gift To Be Used At/For:	Divide High School



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

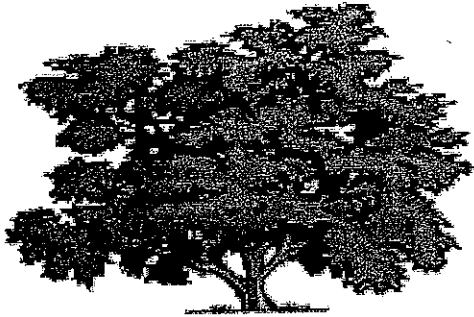
6540 Wentworth Springs Road

Georgetown, CA 95634
(530) 333-8300
Fax: (530) 333-8303
Website: bomusd.org

Request for Board Acceptance of Gift

To:	Robert Williams
From:	Wendy Westsmith
Re:	Request for Board Acceptance of Gift
Date:	10-27-2014
Description of Gift:	VERMONT BACKYARD CACT
Donor Estimated Value:	\$ 200 ⁰⁰ ~~00~~
Donated By:	JIM KREUTZ
Mailing Address:	5000 ELLINGHOUSE DR. OAK, CA. 95614
Donor Requests Gift To Be Used At/For:	NORTSIDE ELEMENTARY SCHOOL GARDEN

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Robert Williams,
Superintendent



6540 Wentworth Springs Road

Georgetown, CA 95634
(530) 333-8300
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Request for Board Acceptance of Gift

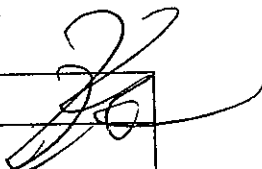
To:	Robert Williams
From:	Kevin Ahern
Re:	Donation to Art Department
Date:	10-27-14
Description of Gift:	23 boxes of hand-made Mexican ceramic beads to be used for the Ceramic & Fine Art Department @ GSHS
Donor Estimated Value:	\$900.00
Donated By:	Leslie Smith
Mailing Address:	P.O. Box 360, Georgetown, Ca 95634
Donor Requests Gift To Be Used At/For:	GSHS art department (Joan Crane)

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

6540 Wentworth Springs Road

Georgetown, CA 95634
(530) 333-8300
Fax: (530) 333-8303
Website: bomusd.org

Request for Board Acceptance of Gift

To:	Robert Williams
From:	Wendy Westsmith 
Re:	Request for Board Acceptance of Gift
Date:	10-27-2014
Description of Gift:	\$75 ⁰⁰ CASH GIFT.
Donor Estimated Value:	\$75 ⁰⁰
Donated By:	DENNIS EDWARDS
Mailing Address:	CORK & FORK 3006 HWY 49 COOL, CA 95614
Donor Requests Gift To Be Used At/For:	NORTHSIDE SCHOOL GARDEN

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.13 Obsolete Vehicles and Equipment

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees declare specified vehicles and equipment obsolete.

BACKGROUND: Mark Koontz, Director of Facilities, Maintenance, Operations & Transportation, has requested that the following Transportation vehicles and equipment be declared obsolete:

Bus #12 1988 Gillig	Vin#15GAC09YXJ103425
Bus #22 1992 Bluebird	Vin#1BAAKBSA7NF049064

Paramount Fitness Corp USA
Model # LP4500
Serial # 9605-064

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.14 Field Trips

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the overnight field trips.

BACKGROUND: Field trip request forms for trips over 200 miles radius one way or overnight are due to the district office 45 days prior to requested departure. These trips are required to have board approval.

The following trips are being requested:

Golden Sierra Junior Senior High School is requesting an overnight field trip for Varsity Boys Basketball for a Basketball Tournament at Live Oak High School from December 11 through December 13, 2014.

Golden Sierra Junior Senior High School is requesting an overnight field trip for Varsity Boys Basketball for a Basketball Tournament at Colusa High School from December 18 through December 20, 2014.

American River Charter School is requesting an overnight field trip to and overnight hostel in Sacramento from December 11 through December 12, 2014.

Georgetown School is requesting an overnight field trip to San Francisco Maritime Museum and Nat'l Park from January 23 through January 24, 2015.

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST FORM**

FOR LOCAL TRIPS, FORMS ARE DUE TO SCHOOL OFFICE AT LEAST 20 DAYS PRIOR TO DEPARTURE. FORMS FOR TRIPS OVER A 200 MILE RADIUS ONE WAY OR OVERNIGHT ARE DUE 45 DAYS PRIOR TO REQUESTED DEPARTURE. (Exceptions are made for league changes in athletic schedules and playoffs.)

Date leaving: 12/11/14 Destination: Little Oak High School
 Date returning: 12/13/14 Time leaving: _____
 Est. time of return: _____
 School: GSHS Dept.: Athletics Club or Org.: B Basketball
 Trip Supervisor: Toney # of Students: 15 # of Staff: 1 # of Chaperones: _____
 Place of Departure: GSHS
 Mode of Transportation: Walking _____ School Bus ☒ School Van _____ Public Transportation _____ Private vehicles ☒
 Total Estimated Cost of Trip: _____ Funding Source: Athletics Transport

FOR TRIPS OTHER THAN EXTRA CURRICULAR

Educational purpose of trip and relationship to class or group curriculum: _____

 Lead up activities, trip activities, and follow up activities: _____

FOR TRIPS USING SCHOOL BUSES

Itinerary (Please include all stops, approximate times of stops and phone number of destination if bus parking needs to be arranged.) If unanticipated stops are needed, i.e. student sickness, rest stops, etc., bus driver has the authority to change the itinerary. SCHOOL BUSES ARE ALLOWED TO STOP ONLY AT DESIGNATED STOPS AS LISTED IN THE ITINERARY.

Dinner stop? Team is not planning on staying overnight, but some females may choose to do so on their own.

For Transportation Department Use Only

Driver: _____ Van# _____ Bus # _____
 Leave _____ A.M. _____ P.M. Leave _____ A.M. _____ P.M.
 Return _____ A.M. _____ P.M. Return _____ A.M. _____ P.M.
 Total Hours _____ Total Hours _____

BILLING:

Hours _____ O.T. _____ Miles _____
 Rate @ \$ _____ Rate @ \$ _____ Rate @ \$ _____
 Total \$ _____ \$ _____ \$ _____

Transportation Department Signature: _____
 Reason for Denial: _____

ODOMETER READING (MILEAGE)

Ending _____
 Beginning _____
 Total Miles _____

Total Wages \$ _____
 Total Mileage \$ _____
 TOTAL CHARGES \$ _____

Date _____ Approved _____ Denied _____

Requested by: Keith Bosh Keith Bosh Date: 10/20/14
 Print Name Signature

Principal/Site Administrator Signature: _____ Date 10/20/14 Approved ☒ Denied _____
 Superintendent's Signature: _____ Date 10/23/14 Approved ☒ Denied _____
 Date of Board Action (for overnight trips or over 200 mile radius one way): _____ Approved _____ Denied _____

Reason for Denial: _____
 DISTRIBUTION: Requestor (GOLDENROD copy), Transportation (WHITE /GREEN copies), Site Administrator (PINK copy), District/Board (YELLOW)
 MS:misc/field trip request form - REVISED 7-28-03

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST FORM**

FOR LOCAL TRIPS, FORMS ARE DUE TO SCHOOL OFFICE AT LEAST 20 DAYS PRIOR TO DEPARTURE. FORMS FOR TRIPS OVER A 200 MILE RADIUS ONE WAY OR OVERNIGHT ARE DUE 45 DAYS PRIOR TO REQUESTED DEPARTURE. (Exceptions are made for league changes in athletic schedules and playoffs.)

Date leaving: 12/18/14 Destination: Colusa High School
 Date returning: 12/20/14 Time leaving: _____
 Est. time of return: _____
 School: GSHS Dept.: Athletics Club or Org.: B Basketball
 Trip Supervisor: Toney # of Students: 15 # of Staff: 1 # of Chaperones: _____
Print Name
 Place of Departure: GSHS
 Mode of Transportation: Walking _____ School Bus ☒ School Van _____ Public Transportation _____ Private vehicles ☒
 Total Estimated Cost of Trip: _____ Funding Source: Athletics Transportation

FOR TRIPS OTHER THAN EXTRA CURRICULAR

Educational purpose of trip and relationship to class or group curriculum: _____

 Lead up activities, trip activities, and follow up activities: _____

FOR TRIPS USING SCHOOL BUSES

Itinerary (Please include all stops, approximate times of stops and phone number of destination if bus parking needs to be arranged.) If unanticipated stops are needed, i.e. student sickness, rest stops, etc., bus driver has the authority to change the itinerary. SCHOOL BUSES ARE ALLOWED TO STOP ONLY AT DESIGNATED STOPS AS LISTED IN THE ITINERARY.

Dinner stop? Team is not planning on staying overnight but some families may choose to on their own.

For Transportation Department Use Only
 Driver: _____ Van# _____ Bus # _____
 Leave _____ A.M. _____ P.M. Leave _____ A.M. _____ P.M.
 Return _____ A.M. _____ P.M. Return _____ A.M. _____ P.M.
 Total Hours _____ Total Hours _____

ODOMETER READING (MILEAGE)

Ending _____
 Beginning _____
 Total Miles _____

BILLING:

Hours _____ O.T. _____ Miles _____
 Rate @ \$ _____ Rate @ \$ _____ Rate @ \$ _____
 Total \$ _____ \$ _____ \$ _____

Total Wages \$ _____
 Total Mileage \$ _____
 TOTAL CHARGES \$ _____

Transportation Department Signature: _____
 Reason for Denial: _____

Date _____ Approved _____ Denied _____

Requested by: Keith Bush
Print Name
 Principal/Site Administrator Signature: _____
 Superintendent's Signature: _____
 Date of Board Action (for overnight trips or over 200 mile radius one way): _____
 Reason for Denial: _____

Keith Bush Date: 10/20/14
Signature
 Date 10/20/14 Approved ☒ Denied _____
 Date 10/28/14 Approved ☒ Denied _____
 Approved _____ Denied _____

DISTRIBUTION: Requestor (GOLDENROD copy), Transportation (WHITE /GREEN copies), Site Administrator (PINK copy), District/Board (YELLOW)
 MS:miscfield trip request form - REVISED 7-28-03

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST FORM**

FOR LOCAL TRIPS, FORMS ARE DUE TO SCHOOL OFFICE AT LEAST 20 DAYS PRIOR TO DEPARTURE. FORMS FOR TRIPS OVER A 200 MILE RADIUS ONE WAY OR OVERNIGHT ARE DUE 45 DAYS PRIOR TO REQUESTED DEPARTURE. (Exceptions are made for league changes in athletic schedules and playoffs.)

Date leaving: Dec. 11, 2014 Destination: Sacramento - overnight hostel
Date returning: Dec. 12, 2014 Time leaving: 8:00 am
Est. time of return: 7:00 pm

School: ARCS Dept.: _____ Club or Org.: _____

Trip Supervisor: Rose Fabian # of Students: 13 # of Staff: 2 # of Chaperones: 3-4

Place of Departure: ARCS campus

Mode of Transportation: Walking _____ School Bus _____ School Van _____ Public Transportation _____ Private vehicles X
Total Estimated Cost of Trip: \$600.00 Funding Source: PARCS / Fundrais

FOR TRIPS OTHER THAN EXTRA CURRICULAR

Educational purpose of trip and relationship to class or group curriculum: 7-8 grade curriculum
Visual, Performing Arts - Attending a Live Performance-play
Local History, U.S. History P.E.
Political Leadership
Career Exploration - Public Transportation
Common Core Math - hands on measurement
Lead up activities, trip activities, and follow up activities: Research, history, read play
Sac. State college campus opportunities, old town
explorations. Capital tour downtown.

FOR TRIPS USING SCHOOL BUSES

Itinerary (Please include all stops, approximate times of stops and phone number of destination if bus parking needs to be arranged.) If unanticipated stops are needed, i.e. student sickness, rest stops, etc., bus driver has the authority to change the itinerary. SCHOOL BUSES ARE ALLOWED TO STOP ONLY AT DESIGNATED STOPS AS LISTED IN THE ITINERARY.

For Transportation Department Use Only

Driver: _____ Van# _____ Bus # _____
Leave _____ A.M. _____ P.M. Leave _____ A.M. _____ P.M.
Return _____ A.M. _____ P.M. Return _____ A.M. _____ P.M.
Total Hours _____ Total Hours _____

BILLING:

Hours _____ O.T. _____ Miles _____
Rate @ \$ _____ Rate @ \$ _____ Rate @ \$ _____
Total \$ _____ \$ _____ \$ _____

Transportation Department Signature: _____
Reason for Denial: _____

ODOMETER READING (MILEAGE)

Ending _____
Beginning _____
Total Miles _____
Total Wages \$ _____
Total Mileage \$ _____
TOTAL CHARGES \$ _____

Date _____ Approved _____ Denied _____

Requested by: Rose Fabian Signature: _____ Date: 10-20-14

Principal/Site Administrator Signature: Jusum Whittly Date 10-20-14 Approved X Denied _____

Superintendent's Signature: _____ Date 10-23-14 Approved X Denied _____

Date of Board Action (for overnight trips or over 200 mile radius one way): _____ Approved _____ Denied _____

Reason for Denial: _____

DISTRIBUTION: Requestor (GOLDENROD copy), Transportation (WHITE /GREEN copies), Site Administrator (PINK copy), District/Board (YELLOW)

MS:miscfield trip request form - REVISED 7-28-03

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT
FIELD TRIP REQUEST FORM**

FOR LOCAL TRIPS, FORMS ARE DUE TO SCHOOL OFFICE AT LEAST 20 DAYS PRIOR TO DEPARTURE. FORMS FOR TRIPS OVER A 200 MILE RADIUS ONE WAY OR OVERNIGHT ARE DUE 45 DAYS PRIOR TO REQUESTED DEPARTURE. (Exceptions are made for league changes in athletic schedules and playoffs.)

Date leaving: 1/23/15 Destination: San Francisco Maritime Nat'l Park & Museum
 Date returning: 1/24/15 Time leaving: 8:00 a.m.
 Est. time of return: 4:00 p.m.
 School: Georgetown Dept.: _____ Club or Org.: _____

Trip Supervisor: Mike Appleby # of Students: 30 # of Staff: 1 # of Chaperones: 7
Print Name

Place of Departure Georgetown School

Mode of Transportation: Walking _____ School Bus _____ School Van _____ Public Transportation _____ Private vehicles X
 Total Estimated Cost of Trip: \$2,200.00 Funding Source: fund raising, P.T.O. & families

FOR TRIPS OTHER THAN EXTRA CURRICULAR

Educational purpose of trip and relationship to class or group curriculum: Age of Exploration
Students will simulate living on a ship during the Age of Exploration; discovery of the Americas - U.S. History

Lead up activities, trip activities, and follow up activities: Study of explorers, their motivations & goals, discovery & colonization of the U.S. & world & U.S. geography
novels: Stowaway & True Confessions of Charlotte Doyle

FOR TRIPS USING SCHOOL BUSES

Itinerary (Please include all stops, approximate times of stops and phone number of destination if bus parking needs to be arranged.) If unanticipated stops are needed, i.e. student sickness, rest stops, etc., bus driver has the authority to change the itinerary. SCHOOL BUSES ARE ALLOWED TO STOP ONLY AT DESIGNATED STOPS AS LISTED IN THE ITINERARY.

For Transportation Department Use Only

Driver: _____ Van# _____ Bus # _____
 Leave _____ A.M. _____ P.M. Leave _____ A.M. _____ P.M.
 Return _____ A.M. _____ P.M. Return _____ A.M. _____ P.M.
 Total Hours _____ Total Hours _____

BILLING:

Hours _____ O.T. _____ Miles _____
 Rate @ \$ _____ Rate @ \$ _____ Rate @ \$ _____
 Total \$ _____ \$ _____ \$ _____

Transportation Department Signature: _____
 Reason for Denial: _____

ODOMETER READING (MILEAGE)

Ending _____
 Beginning _____
 Total Miles _____

Total Wages \$ _____
 Total Mileage \$ _____
 TOTAL CHARGES \$ _____

Date _____ Approved _____ Denied _____

Requested by: Mike Appleby Mike Appleby Date: 10/28/14
Print Name Signature
 Principal/Site Administrator Signature: _____ Date 10/31/14 Approved X Denied _____
 Superintendent's Signature: _____ Date 11/6/14 Approved X Denied _____
 Date of Board Action (for overnight trips or over 200 mile radius one way): _____ Approved _____ Denied _____
 Reason for Denial: _____

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.15 Purchase Orders, Warrants, Bids and Quotes

MEETING DATE: November 13, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that 2014-15 fiscal year Batch numbers 5024-5034 dated October 1 to October 30 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund and Batch number 5011 dated October 8 and Batch #5013 dated October 13 for the ROP Fund, for a total of \$773,862.16 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	710,140.90
Charter School Fund 09	37,976.49
Cafeteria Fund 13	15,343.68
Deferred Maintenance Fund 14	1,612.50
Building Fund 21	489.99
Developer Fees Fund 25	3,813.31
School Facilities Fund 35	3,545.00
R.O.P. Fund 09	940.29
Total	773,862.16