



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.

October 9, 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:	October 9, 2014
TIME:	6:30 p.m. (Closed) 7:00 p.m. (Open)
LOCATION:	6540 Wentworth Springs Road Georgetown, CA

AMENDED AGENDA

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 - American River Charter School, Classified Employment position (Pages 39-40)
 - 3.2 Public Employee Employment - Golden Sierra Junior Senior High School, Certificated Employment position (Pages 41-42)
 - 3.3 Public Employee Employment - American River Charter School, Letter of Resignation (Page 45)
 - 3.4 Conference with Robert Williams, District Labor Negotiator, Regarding Labor Negotiations the Black Oak Mine Teachers Association, the California School Employees Association, Gold Chain Chapter #660, Confidential Employees
- 4.0 OPEN SESSION - 7:00 P.M.

The Board of Trustees will reconvene in open session.
- 5.0 DISCLOSURE OF ACTION TAKEN, IF ANY, IN CLOSED SESSION
- 6.0 PLEDGE OF ALLEGIANCE
- 7.0 ADOPTION OF THE AGENDA

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

 - 7.1 The Board, by majority vote of the full Board, decides that an emergency exists, as defined in Govt. Code Section 54956.5;
 - 7.2 Upon a decision by a 2/3 vote of the Board members present at the meeting, or if

- less than 2/3 of the Board members are present, a unanimous vote of those present decides, that there is a need to act immediately and that the need to take action came to the District's attention after the agenda was posted; or
- 7.3 the item was on the agenda of a prior meeting of the Board occurring not more than five calendar days prior to the date of this meeting, and at the prior meeting the item was continued to this meeting.

M _____ S _____ V _____

8.0 COMMUNICATIONS - 7:05 P.M.

8.1 Written Communications

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

9.0 B.O.M.T.A. REPORT - 7:10 P.M.

10.0 C.S.E.A. REPORT - 7:15 P.M.

11.0 STUDENT REPRESENTATIVE TO THE BOARD REPORT - 7:20 P.M.

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

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

13.1 Williams Uniform Complaint Procedure (Pages 1-2)

EXPLANATION: 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.

13.2 Special Education Program Update (Page 3)

EXPLANATION: Susan Whittington, Coordinator of Student Services, will give an update to the Board of Trustees on the Black Oak Mine Unified School District Special Education Program.

13.3 Board Policy 6158 Independent Study (Pages 5-28)

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Policy 6158 Independent Study.

13.4 Prop 39: California Clean Energy Jobs Act Information Update (Pages 29-31)

EXPLANATION: Mark Koontz, Dir. FMOT, will give an update to the Board of Trustees on Prop 39: California Clean Energy Jobs Act and the status of the Energy Expenditure Plan for Black Oak Mine Unified School District and American River Charter School.

13.5 Interpersonal and Analytical Areas from the Board Self-Evaluation (Pages 33-35)

EXPLANATION: The Board of Trustees will discuss the Interpersonal and

Analytical Areas from the Board Self-Evaluation.

14.0 NEW BUSINESS – 8:55 P.M.

14.1 Special Board Meeting Minutes (Page 37)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the September 25, 2014 Special Board Meeting minutes.

M _____ S _____ V _____

15.0 CONSENT AGENDA - 9:00 P.M.

M _____ S _____ V _____

15.1 Classified Personnel Action (Pages 39-40)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to employ the recommended classified personnel.

15.2 Certificated Personnel Action (Pages 41-42)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to employ the recommended certificated personnel.

15.3 Certificated Assignments Under Education Codes 44263 (Page 43)

RECOMMENDATION: It is recommended that the Board of Trustees consider authorizing Sergey Artemyev to teach under Education Code 44263.

15.4 Letter of Resignation (Page 45)

RECOMMENDATION: It is recommended that the Board of Trustees consider accepting the letter of resignation from Rebecca Noriega, Teaching Assistant at American River Charter School.

15.5 SchoolWorks Annual Demographic Service Agreement (Pages 47-49)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the service agreement with SchoolWorks to perform our 2014-15 annual enrollment study for the District.

15.6 Red Cross Agreement (Pages 51-55)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the agreement with Red Cross to use our facilities (Georgetown, Northside and Golden Sierra Junior Senior High School) as possible emergency shelters during a disaster.

15.7 Devine Psychological Service Agreement (Pages 57-61)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the service agreement with Devine Psychological Services.

15.8 Careerstaff Unlimited Agreement (Pages 63-73)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the agreement with Careerstaff Unlimited.

- 15.9 2014-15 Single Plan for Student Achievement (Page 75)
- RECOMMENDATION: It is recommended that the Board of Trustees consider approving the 2014-15 Single Plan for Student Achievement for Georgetown School.
- 15.10 Board Meeting Minutes (Pages 77-79)
- RECOMMENDATION: It is recommended that the Board of Trustees consider approving the September 11, 2014 Board Meeting Minutes.
- 15.11 Obsolete Instructional Materials (Page 81)
- RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to declare specified instructional materials obsolete.
- 15.12 Purchase Orders, Warrant, Bids and Quotes (Page 83)
- RECOMMENDATION: It is recommended that 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 number 5009 dated September 5, 2014 for the ROP Fund for a total of \$370,326.84 be approved.
- 15.13 Gifts (Pages 85-91)
- RECOMMENDATION: It is recommended that the Board of Trustees accept the gifts donated.
- 16.0 REPORTS OF THE BOARD OF TRUSTEES – 9:15 P.M.
- 17.0 FUTURE MEETINGS
- The next special meeting of the Board is Thursday, October 23, 2014 at Golden Sierra Junior Senior High School, 6:00PM.
- The next regular meeting of the Board is Thursday, November 13, 2014 at the District Office, 7:00PM
- 18.0 CLOSED SESSION
- The Board will continue review of matters specified under agenda item 3.0 as required.
- 19.0 ADJOURNMENT

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.1 Williams Uniform Complaint Procedures Policy Quarterly Report

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: 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.

BACKGROUND: Education Code Section 35186 requires the Superintendent provide a quarterly report to the Board and the County Superintendent of Schools regarding any complaints received pursuant to the Williams Uniform Complaint Procedures.

For the period July 1, 2014 through September 30, 2014 there are no complaints to report.

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

To: Jeremy M. Meyers, County Superintendent

District: **Black Oak Mine Unified School District**

Person completing this form: Carla Koontz

Title: Superintendent Secretary

Quarterly Report Submission Date:
(check one)

- ☐ April 2014
☐ July 2014
☒ October 2014
☐ January 2014

Date for information to be reported publicly at governing board meeting: 10-9-2014

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
TOTALS	0		


Signature of District Superintendent

10-01-2014

Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.2 Special Education Program Update

MEETING DATE: October 9, 2014

FROM: Susan Whittington, Coordinator of Student Services

EXPLANATION: Susan Whittington, will give an update to the Board of Trustees on the Black Oak Mine Unified School District Special Education Program.

BACKGROUND: The Board of Trustees will be informed on the funding received for the Special Education Program and the costs and number of students in the program at Black Oak Mine Unified School District. This will also include our Non-Public School students and costs.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.3 Board Policy 6158 Independent Study

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will consider reviewing and revising Board Policy 6158 Independent Study.

BACKGROUND: Based on recent legislative changes, Board Policy 6158 has been amended with (a) – (c) and brought to the board for review. Board Policy 6158 pages (a) – (c) specifically pertains to Black Oak Mine Unified School District Independent Study Program from our Board Policy 6158 pages (d) – (g) specifically pertains to American River Charter Home School Program.

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

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 - 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

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EDUCATION AUDIT APPEALS PANEL DECISIONS

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

HOME SCHOOL/INDEPENDENT STUDY (continued)

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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>

DRAFT

Policy

Adopted: October 14, 1993

Reviewed: November 13, 2014

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

Georgetown, California

INDEPENDENT STUDY

Educational Opportunities

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

1. Special assignments extending the content of regular courses of instruction
(*cf. 6143 - Courses of Study*)
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
(*cf. 5112.3 - Student Leave of Absence*)
5. Volunteer community service activities that support and strengthen student achievement
(*cf. 0420.4 - Charter Schools*)
(*cf. 6142.4 - Service Learning/Community Service Classes*)
(*cf. 6181 - Alternative Schools/Programs of Choice*)
6. On-line, correspondence or community college classes, academic enrichment or ROP.

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

(*cf. 5113 - Absences and Excuses*)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(*cf. 6146.1 - High School Graduation Requirements*)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the

INDEPENDENT STUDY (continued)

same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

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

Eligibility for Independent Study

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

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

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

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

(cf. 6159 - Individualized Education Program)

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

(cf. 6183 - Home and Hospital Instruction)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

INDEPENDENT STUDY (continued)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are primary caregivers for one or more of their children, shall be eligible for apportionment credit for independent study. (Education Code 51745)

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6184 - Continuation Education)

Criteria for Participation

Approval of the proposed independent study application shall be based on the following considerations:

- Both the availability and suitability of a parent for instruction or the supervision of instruction.
- The availability of transportation to and from appointments.
- The history of follow-through on prior independent study commitments.
- Special educational needs of the student applicant.
- Special circumstances that prohibit regular attendance.
- A degree of strength in both academics and study skills which will guarantee a smooth transition to independent study as well as matriculation back into the regular program.

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

A student who is being considered for the program must have one or more of the following reasons for applying:

- A K-12 student with parents who wish to fully monitor their child's education, and provide alignment with philosophical principles.
- A need to work during school hours to provide a major share of his or her own financial support.
- A chronic health problem, verified by a physician, which precludes regular daily school attendance.
- A regular education student with a demonstrable need for an alternative learning environment.
- A teen parent providing day care for his or her child.
- A K-12 student who is involved in a family or personal crisis which necessitates a short-term placement in the Independent Study Program.
- Parent request.
- A student whose expulsion has been suspended; the option of a classroom must always be available.

INDEPENDENT STUDY (continued)**Concurrent Enrollment**

A student who attends a District school full time or part time may also work in Independent Study concurrently if he or she meets one or more of the following criteria:

- Is a high school senior and/or needs additional credits for graduation.
- Has the approval of the school administrator or designee for the creation of a program that combines courses on campus with a program on independent study courses completed at home.

Written Agreements

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

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

The Independent Study Agreement for a pupil must include a study plan that represents not less than the equivalent of a minimum school day for the pupil's grade level for every school day covered by the agreement.

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

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
 - Manner of submitting assignments may be email, phone conference, fax, face to face, or mail.
 - Frequency, date, time and place – see master agreement.
2. The title and statement of the major objectives of the course of study to be undertaken, the methods of study for the student's work, and the method utilized to evaluate the pupil's work.
3. The specific resources, including materials and personnel that will be made available to the student.
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester or one-half year if the school is on a year-round calendar

INDEPENDENT STUDY (continued)

6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement that independent study is an optional educational alternative in which no student may be required to participate

8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

9. A statement that independent study is an optional alternative in which no pupil may be required to participate.

10. A statement that independent study students must have the same access to existing services and resources as other students in the district

11. Courses may be added within a semester/trimester with parent approval.

Before the student begins the independent study, the written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747; 5 GCR 11702)

Monitoring Student Progress

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

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

When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to

INDEPENDENT STUDY (continued)

determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction
2. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the district's educational programs
3. Aid in the development and management of the budget for independent study
4. Authorize the selection of certificated staff to be assigned as independent study teachers
5. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator
6. Approve or deny the participation of students requesting independent study
7. Facilitate the completion of written independent study agreements
8. Assure a smooth transition for students into and out of the independent study mode of instruction
9. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record
10. Complete or coordinate the preparation of all records and reports required by law, Board policy, or administrative regulation
11. Monitoring enrollment in independent study to stay within prescribed limits and maximize income to the district without compromising educational quality

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

INDEPENDENT STUDY (continued)

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind)

The principal and independent study administrator may recommend and the Superintendent shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

The ratio of student average daily attendance to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate including signing and completing the agreement when the pupil has reached his/her objectives or the agreement is terminated
2. Supervise and approve coursework
3. Design lesson plans and make assignments
4. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due
5. Provide direct instruction and counsel as necessary for individual student success
6. Regularly meet with the student to discuss the student's progress
7. Judge the time value of assigned work or work products completed and submitted by the student
8. Assess student work and determine and assign grades or other approved measures of achievement
9. Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below
10. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below

INDEPENDENT STUDY (continued)

11. Maintain any other required records and files on a current basis

Records

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

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.
2. A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identify course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.
(cf. 3580 - District Records)
5. A record of credits attempted, credits completed, grades, and other evaluations issued to each student for independent study assignments
6. The student's permanent record or transcript

The above records shall be maintained for three years, excluding the current fiscal year.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

(cf. 5125 - Student Records)

INDEPENDENT STUDY (continued)

Units of credit earned may be applied toward promotion to the next grade or graduation. The high school in which the pupil is enrolled shall certify independent study pupils for graduation providing they meet all the requirements. In the event there is a dispute relative to credits given, the parents and pupil have a right to appeal according to district procedures.

DRAFT

HOME SCHOOL/INDEPENDENT STUDY**Master Agreement Contract****General Description**

The district's general philosophy is that enrollment in Home School will be on a semester basis and that a review of the appropriateness of the placement will be conducted at regular intervals.

1. The parents or guardians of all K-8 students must be able to provide a learning environment in which a capable adult takes full responsibility for daily instruction.
2. Charter schools shall admit all who apply; however students who have exceptional needs, as defined in section 56026 may not participate in Home School Program unless his or her individual education plan provides for that participation. The I.E.P. team will recommend the least restrictive environment and the best options for the individual students.
3. Students who are age 19 to 21 must have been continuously enrolled since their 18th birthday for their ADA to be computed at the rate for the unified school district. (Education Code 46300.1)
4. Each student's home school curriculum shall be coordinated and evaluated by, and shall be under the supervision of a teacher (credentialed pursuant to Education Code 44865) who will personally judge the quality and time value of the student's work products for each assignment. (Education Code 51747.5) Daily engagement will be documented on the Learning Log.

Education opportunities offered through home school program may include, but shall not be limited to, the following:

1. Individualized alternative education designed to teach the knowledge and skills of the course curriculum.
2. Individualized home study in a particular area of interest or in a subject not currently available in the regular school curriculum.
3. Continuing and special study during travel.
4. Volunteer community service activities that support and strengthen student achievement.
5. Work study opportunities.

HOME SCHOOL/INDEPENDENT STUDY (continued)

6. Opportunity for on-line, correspondence or community college classes, academic enrichment or ROP.
7. Concurrent classes at local district schools, depending on space availability.
8. ARCS High School students can enroll in a maximum of 35 credits unless more credits are required for graduation and are approved by the Charter Administrator.
9. No independent study or home school student or their parents, guardians, or caregivers will be provided with funds or things of lasting value not available to students who attend regular classes. (Education Code 4300.6, 51747.3(a) There are funds set aside to purchase instructional materials that are approved by a credentialed teacher and remain the property of ARCS when the student leaves or moves on to another grade level. Classes may be taken by the home school students and paid for with these funds, like PE, Art or Music.

Students interested in the Home School Program should contact the American River Charter School Director, or designated responsible administrator to apply for the ARC Home School Program.

A student who is being considered for the program may have one or more of the following reasons for applying:

- A K-12 student with parents who wish to fully monitor their child's education, and provide alignment with philosophical principles.
- A need to work during school hours to provide a share of his or her own financial support.
- A chronic health problem, verified by a physician, which precludes regular daily school attendance.
- A regular education student with a demonstrable need for an alternative learning environment.
- A teen parent providing day care for his or her child.
- A K-12 student who is involved in a family or personal crisis which necessitates a short-term placement in the Independent Study Program.
- Parent choice, a charter school shall admit all students who wish to apply. (EC 47605.6)
- A student whose expulsion has been suspended; the option of a classroom must always be available.

HOME SCHOOL/INDEPENDENT STUDY (continued)

- Students may be considered for short term independent study for a min of 3 days up to full time enrollment.

Concurrent Enrollment

A student who attends American River Charter School full time may also take classes concurrently at the District's Golden Sierra High School if he or she meets one or more of the following criteria:

- Is a high school student and/or needs additional credits for graduation.
- Has the approval of the school administrator or designee for the creation of a program that combines 1-3 courses on campus with a program of at least 20 credits of ARCS home school courses completed at home.
- Wants to take AP or higher level Math or Science classes
- Wants to participate in ROP or Special Education classes offered at the local high school.

A student at the ARCS site-based program might also take concurrent classes at the ARCS non site-based program.

Home School Program Written Agreements

A written master agreement shall be executed for each participating student. Before the home school program is begun each written agreement shall be signed by the student, the parent, guardian or caregiver of the student (if the student is under 18 years of age), the certificated employee designated as responsible for the general supervision of the home school program, and one other person who has direct responsibility for providing assistance to the student.

The Home School Master Agreement for a student must include a study plan that represents not less than the equivalent of a minimum school day for the student's grade level for every school day covered by the agreement and shall include:

1. The manner, frequency, date, time, and place for submitting a student's assignments and for reporting his or her progress.
- Manner of submitting assignments may be email, phone conference, fax, face to face, Skype or mail.
 - Frequency, date, time and place – see master agreement.

HOME SCHOOL/INDEPENDENT STUDY (continued)

2. The title and statement of the major objectives of the course of study to be undertaken.
3. The specific resources, including materials and personnel, which will be made available to the student in order to attain the objectives.
4. The method utilized to evaluate the student's work.
5. A statement of the maximum length of time allowed between the assignment and the completion of a student's assigned work as determined by governing board policy.
6. A statement of the number of missed assignments which will require an evaluation of whether or not the student should be allowed to continue in home school program, as determined by board policy.
7. The duration of the home school master agreement, including the beginning and ending dates for the student's participation in independent study under the agreement. No master agreement shall be valid for any period longer than one semester, or one-half year for a school on a year-round calendar.
8. A statement of the number of course credits or, for elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
9. A statement that Home Study Program is an optional alternative in which no student may be required to participate.
10. A statement that Home School students must have the same access to existing services and resources as other students in the American River Charter School.
11. Courses may be added within a semester with parent approval.

Administration of the Home School/Independent Study Option

The administrators at all school sites shall organize and collaborate with staff to assure a smooth transition into and out of the Home School program mode of instruction.

The home school alternative shall be administered by the Charter School Director.

The responsibilities of the Charter School Director with regard to the Home School program shall include:

HOME SCHOOL/INDEPENDENT STUDY (continued)

1. Ensuring that American River Charter procedures are in accordance with state law and district policy and regulations.
2. Ensuring that all credits/grades earned become part of the student's permanent record.
3. Participating in the selection and supervision of all staff who are assigned to supervise the ARCS Home School program.
4. Completing or coordinating the preparation of all necessary records and reports to the BOMUSD Board of Trustees.
5. Establishing and maintaining systematically all records required by state regulations for an audit trail of average daily attendance attributed to charter home school/ independent study and reported by the district.
6. Aiding the district in the development and management of the budget for ARCS in conjunction with the council.
7. Arranging in-service opportunities for ARCS staff to enable each teacher to stay current with information and skills needed to meet program standards.

Home School Teachers

1. ARCS Home School teachers called Education Specialists will:
 - a. Coordinate with teaching parents to complete the master agreement in accordance with education codes and audit requirements,
 - b. Provide support and guidance to the teaching parents by assisting them in signing up for optional weekly enrichment classes for their children,
 - c. Provide direct instruction to students and assistance to parents as necessary for individual success,
 - d. Supervise and approve all courses of study,
 - e. Supervise and approve the ordering and purchasing of materials and supplies needed for completion of courses,
 - f. Complete and revise yearly designated portions of the Parent Handbook with parent committee,

HOME SCHOOL/INDEPENDENT STUDY (continued)

- g. Meet at least once every 20 days or once a school month, assign school work, discuss and assess student's progress,
 - h. Judge the time value of the completed assignments or products to determine grades and credits earned
 - i. Maintain records of student attendance for daily engagement and assignments showing the dates the assignment is given and the date it is due on learning log,
 - j. Select and save two to six representative samples of completed and evaluated student assignments on a monthly basis,
 - k. Sign and complete the master agreement when the student has reached his/her objectives or the agreement is terminated,
 - l. Report the hours of accrued attendance for each home school student to the designated school attendance officer,
 - m. Maintain any attendance records and files on a current basis as necessary for the audit.
 - n. Complete and revise yearly designated portions of the Parent Handbook with Parent Committee.
2. Home School teachers shall save completed and evaluated student work samples to student learning logs for each class on not less than a monthly basis (2-6 per semester per subject). The learning log, together with the course contract in grades 9-12, shall provide for individual assignments and due dates with comments on resources provided to facilitate the completion of each assignment. Attached work samples shall include an academic evaluation. Each learning log shall be consistent with the terms of the master agreement and be signed and dated by student and teacher upon the evaluation of the completed work.
3. Home School teachers shall determine and assign grades, judge the time value of assigned work, or other approved measures of student achievement and collect the daily engagement logs from parents.

Home School/Independent Study Records

District records shall identify all students participating in ARCS Home School Program and shall specify the grade level, and program placement, in which each of these students is enrolled.

HOME SCHOOL/INDEPENDENT STUDY (continued)

Records at the ARCS office site shall include, but not be limited to, the following:

1. A copy of the District policy and administrative regulations (procedures) pertaining to ARCS home school/independent study program.
2. A file of all master agreements with representative samples of each student's completed and evaluated assignments, bearing the supervising teacher's signed or initialed and dated notations indicating he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
3. A list of all students by grade level, teacher and school, who have participated in, or are currently participating in, home school/independent study, identifying units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identifying course credits attempted by and award to students in grades 9-12 as specified in their master agreements.
4. A separate official attendance register or state-approved attendance accounting system.
5. A record of credits attempted, credits completed, grades, and other evaluations issued to each student for home school assignments.
6. The student's permanent record or transcript.

Units of credit earned may be applied toward promotion to the next grade or graduation. In the event there is a dispute relative to credits given, the parents and student have a right to appeal according to district procedures.

Regulation
approved: January 12, 2012
reviewed: November 13, 2014

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.4 Prop 39: California Clean Energy Jobs Act Information Update

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent
Mark Koontz, Director of Facilities, Maintenance, Operations
& Transportation

EXPLANATION: Mark Koontz, will give an update to the Board of Trustees on Prop 39: California Clean Energy Jobs Act and the status of the Energy Expenditure Plan for Black Oak Mine Unified School District and American River Charter School.

BACKGROUND: California Clean Energy Jobs Act was created with the approval of Proposition 39 in the November 6, 2012 statewide general election. The statute made changes to the corporate income tax code and allocated projected revenue to the General Fund and the Clean Energy Job Creation Fund for five fiscal years, beginning with fiscal year 2013-14. Under the initiative, the Legislature is to make approximately \$550 million available each such year for eligible projects to improve energy efficiency and expand clean energy generation.

The total Proposition 39 funding for five years for Black Oak Mine Unified School District is currently estimated at \$489,351. The funds for Proposition 39 were allocated separately for American River Charter School and funding for five years is currently estimated at \$253,994.

The California Energy Commission (CEC) was required to develop the Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation (“Proposition 39 Program”) Guidelines in accordance with Proposition 39 and Senate Bill 73, and in consultation with the State Superintendent of Public Instruction, the Chancellor of the California Community Colleges, and the California Public Utilities Commission. These Guidelines define how the State of California will implement the Proposition 39 Program and provide direction on the types of awards and required proposals or plans, explain screening and evaluation criteria, describe the standards to be used to evaluate project proposals, and outline the award process.

In following the CEC Guidelines, Black Oak Mine has:

- Selected a partner, Aircon Energy, through a competitive RFQ
- Submitted Utility Data Release and Authorization forms to CEC
- Completed Energy Audit
- Completed Draft Multi-Year (Five Years) Energy Expenditure Plan for both Black Oak Mine Unified School District and American River Charter School

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

DRAFT SUMMARY OF PROPOSED OPTIONS FOR PROP 39 ENERGY EXPENDITURE PLANS

OPTION #1

(REQUIRES PROP 39 FUNDS ONLY)

a	b	c	b-c+d
PROP 39 PROJECT DESCRIPTION	Total Project Cost	Paid by Prop 39	Out of Pocket Cost
GEORGETOWN ELEMENTARY			
Comprehensive Interior & Exterior Lighting Retrofit	\$74,319	\$74,319	\$0
Replace Heating & Cooling Systems	\$25,430	\$25,430	\$0
NORTHSIDE ELEMENTARY			
Comprehensive Interior & Exterior Lighting Retrofit	\$55,826	\$55,826	\$0
Replace Heating & Cooling Systems	\$61,602	\$61,602	\$0
GOLDENISLAND UNION SENIOR HIGH SCHOOL			
Comprehensive Interior & Exterior Lighting Retrofit	\$30,990	\$30,990	\$0
Replace Heating & Cooling Systems	\$137,941	\$137,941	\$0
OTTER CREEK SCHOOL			
Comprehensive Interior & Exterior Lighting Retrofit	\$3,892	\$3,892	\$0
Replace Heating & Cooling Systems	\$11,189	\$11,189	\$0
DIVIDE HIGH SCHOOL			
Comprehensive Interior & Exterior Lighting Retrofit	\$3,861	\$3,861	\$0
Replace Heating & Cooling Systems	\$10,578	\$10,578	\$0
INDEPENDENT STUDY			
Comprehensive Interior & Exterior Lighting Retrofit	\$2,318	\$2,318	\$0
Replace Heating & Cooling Systems	\$11,491	\$11,491	\$0
DISTRICT FACILITIES			
Comprehensive Interior & Exterior Lighting Retrofit	\$14,217	\$14,217	\$0
ENERGY MANAGER			
10% Energy Manager Allocation	\$45,696	\$45,696	\$0
TOTALS	\$489,350	\$489,350	\$0
ANNUAL SAVINGS		\$34,957	

AMERICAN RIVER CHARTER			
Comprehensive Interior & Exterior Lighting Retrofit	\$23,709	\$23,709	\$0
Replace Heating & Cooling Systems	\$173,085	\$173,085	\$0
10% Energy Manager Allocation	\$25,399	\$25,399	\$0
TOTALS	\$222,193	\$222,193	\$0
ANNUAL SAVINGS		\$4,973	

TOTAL DISTRICT COST (line 24 + 29)	\$711,543	\$711,543	\$0
TOTAL DISTRICT ANNUAL SAVINGS (line 25 + 30)		\$39,930	

OPTION #2

(REQUIRES PROP 39 FUNDS & DISTRICT FUNDS)

e	f	e-f=g
Total Project Cost	Paid by Prop 39	Out of Pocket Cost
\$74,319	\$43,207	\$25,797
\$223,940	\$34,069	\$185,680
\$55,826	\$49,711	\$0
\$328,708	\$91,893	\$225,510
\$30,990	\$27,596	\$0
\$226,708	\$169,816	\$36,000
\$3,892	\$3,466	\$0
\$24,103	\$18,123	\$3,750
\$3,861	\$3,438	\$0
\$34,073	\$21,436	\$10,000
\$2,318	\$2,064	\$0
\$12,398	\$11,040	\$0
\$15,151	\$13,491	\$60,199
\$0	\$0	\$0
\$1,036,287	\$489,350	\$546,936
	\$58,351	

\$23,709	\$23,709	\$0
\$259,085	\$173,085	\$86,000
\$25,399	\$25,399	\$0
\$308,193	\$222,193	\$86,000
	\$8,927	

\$1,344,480	\$711,543	\$632,936
	\$67,278	

**PROPOSITION 39
FIVE YEAR FUNDING ESTIMATES**

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

CDS CODE: 09-78783-0000000

FUNDING YEAR	2013/14	2014/15	2015/16	2016/17	2017/18	GRAND TOTAL
Prior Year	12/13 Actual	13/14 Actual	14/15 Estimate	15/16 Estimate	16/17 Estimate	
P-2 ADA ¹	1,213.75	1,111.39	1,056.13	1,020.03	993.43	
FRPM Count	610.00	532.00	505.00	490.00	475.00	
Tier 3 Base Amount	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000		
Tier 2 Base Amount					\$ 50,000	
Per FRPM Rate ²	\$ 15.07	\$ 15.07	\$ 15.07	\$ 15.07	\$ 15.07	
	\$ 9,190	\$ 8,015	\$ 7,608	\$ 7,382	\$ 7,156	
TOTAL FUNDING	\$ 109,190	\$ 108,015	\$ 107,608	\$ 107,382	\$ 57,156	\$ 489,351

AMERICAN RIVER CHARTER

CDS CODE: 09-78783-0121566

FUNDING YEAR	2013/14	2014/15	2015/16	2016/17	2017/18	GRAND TOTAL
Prior Year	12/13 Actual	13/14 Actual	14/15 Estimate	15/16 Estimate	16/17 Estimate	
P-2 ADA	158.93	201.88	202.86	200.90	196.98	
FRPM Count	48.00	55.00	55.00	54.00	53.00	
Tier 2 Base Amount	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
Per FRPM Rate ²	\$ 15.07	\$ 15.07	\$ 15.07	\$ 15.07	\$ 15.07	
	\$ 723	\$ 829	\$ 829	\$ 814	\$ 799	
TOTAL FUNDING	\$ 50,723	\$ 50,829	\$ 50,829	\$ 50,814	\$ 50,799	\$ 253,994

¹ Important to note that our current enrollment projections for 2015/16 indicate that our ADA could drop below 1,000 which would drop us from Tier 3 to Tier 2.

² Important to note that this is an estimate based on what was funded for 2013/14, this may change annually, but have not received any updated rates.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.5 Interpersonal and Analytical Areas from the Board Self-Evaluation

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

EXPLANATION: The Board of Trustees will discuss the Interpersonal and Analytical areas 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.

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

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

**SPECIAL MINUTES OF A REGULAR MEETING
OF THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
September 25, 2014**

CALL TO ORDER

14.1

The Special Meeting of the Board of Trustees was called to order by President Scroggins at 6:00 p.m. at Northside School 860 Cave Valley Rd. Cool, California

Present: Joe Scroggins, Darcy Knight, Jeff Burch and Robert Williams, Superintendent were present. Jeff Shurtz was absent and Steve DePue was late and joined the meeting after the adoption of agenda.

OPEN SESSION

The meeting was called to order at 6:01p.m.

PLEDGE OF ALLEGIANCE

The pledge allegiance was led by Darcy Knight.

ADOPTION OF THE AGENDA
ACTION M-14-61

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

COMMUNICATIONS

Questions were asked about the new bike path from ALT to Northside School. Some concerns were voiced about the bike path. The vandalism at Northside School to the marquee and garden was talked about. The community came together and helped get everything cleaned up and fixed.

Respectfully submitted,

Robert Williams
Secretary to the Board

Joe Scroggins
President of the Board

Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
American River Charter School

AGENDA ITEM: 15.1 Classified Personnel Action

MEETING DATE: October 9, 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 Classified Personnel.

BACKGROUND: This position is being filled due to a vacancy. The classified personnel action is submitted in accordance with District policy.

American River Charter School
CLASSIFIED PERSONNEL ACTION

Classified Employment 2014-15 School Year

Jessica Anderson – 3 hour Teaching Assistant, Jessica has been an active volunteer and parent at the American River Charter School.

sk/board/CLASSIFIED EMPLOYMENT

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.2 Certificated Personnel Action

MEETING DATE: October 9, 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 staffing needs. This certificated personnel action is submitted in accordance with District policy.

CERTIFICATED PERSONNEL ACTION

Certificated Employment 2014-15

Michelle Mann – 1.0 FTE English Teacher – Golden Sierra Junior Senior High School. Michelle recently completed her student teaching at Cordova High School.

sk/board/Certificated Employment

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.3 Certificated Assignments Under Education Codes 44263

MEETING DATE: October 9, 2014

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

RECOMMENDATION: It is recommended that the Board of Trustees authorize Sergey Artemyev to teach under Education Code 44263;

BACKGROUND: Education Code 44263 “allows the holder of a teaching credential to serve, by resolution of the governing board and with the consent of the teacher, in a departmentalized class if the teacher has completed eighteen semester units of course work, or nine semester units of upper division or graduate course work, in the subject to be taught”. These actions are for the 2014-2015 school year. The following teacher needs Board approval to teach under this Education Code:

- Sergey Artemyev – Golden Sierra Junior Senior High School Journalism teacher. Sergey who holds a Single Subject Credential, has the necessary coursework and has consented to the assignment.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.4 Letter of Resignation

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees accept the letter of resignation from Rebecca Noriega, Teaching Assistant at American River Charter School.

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

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.5 SchoolWorks Annual Demographic Service Contract

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the service contract with SchoolWorks to perform our 2014-15 annual enrollment study for the District.

BACKGROUND: School Works will provide an updated Demographic Study for the 2014-15 school year (through year 2019-2020) using a state-of-the-art GIS (Geographic Information System) program. Several databases of information have been analyzed including; current and historic student enrollment record, birth rates for the past ten years, projected new housing developments, and school site facilities utilization. By taking advantage of multi-layered statistical data, this study will provide an accurate view of our Districts current environment and projected future trends. The \$1,500.00 will be paid out of the developer fees.



6915 Oak Oak Blvd. Suite 1
Carmichael, CA 95608
Ph: 916.233.0402

www.SchoolWorksGIS.com

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

October 1, 2014 – September 30, 2015

2014/2015 DEMOGRAPHIC SERVICES CONTRACT

SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. School districts are authorized to enter into this agreement by Government Code 53060.

I. FACILITY PLANNING CONSULTING SERVICES

A. Demographic Services:

1. **2014 Demographic Study with Enrollment Projections:**
SchoolWorks will provide an updated comprehensive Demographic Study. This Study will include District enrollment projections and individual school projections using current 2014/15 enrollment, attendance boundary maps, birth rate analysis, new development activity, district yield rates, school capacities and projected classroom needs.
2. **GIS Services:**
The demographic analysis will be processed using the SchoolWorks GIS facility planning software program. This powerful program provides the tools to visualize, explore, query and analyze large and complex data files and uncover past and future trends that give us an insight on the direction your district may take in the future. Data files to be provided/processed include the following:
 - ✓ **Students:**
Update the student data files with the 2014/15 enrollment data
 - ✓ **Facilities:**
Update the facility information with any changes made during the past year
 - ✓ **New Developments:**
Input any new developments in the community that occurred during the past year
3. **Technical Support**
 - ✓ One (1) Board Presentation (Demographic Study)
 - ✓ Unlimited Telephone Technical Support



2014/2015 Demographic Services Contract

II. Terms:

Comprehensive Demographic/GIS Services.....\$1,500


If SchoolWorks presence is requested at additional school board meetings or other meetings, the district will be billed at \$140 per hour, plus travel time and expenses.

III. Payment schedule:

The full amount will be billed upon completion of the Demographic Study and submitted to the District for review. The amount is due within thirty days of the date of the invoice.



Authorized Signature



Ken Reynolds, President
SchoolWorks, Inc.

Superintendent

Title

9-17-14

Dated

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.6 Red Cross Agreement
MEETING DATE: October 9, 2014
FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the agreement with Red Cross to use Black Oak Mine Unified School District facilities (Georgetown, Northside, and Golden Sierra Junior Senior High Schools) as possible emergency shelters during a disaster.

BACKGROUND: The American National Red Cross (Red Cross), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims.

American Red Cross Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: _____

Parties and Facility

Owner:

Legal name: Black Oak Mine Unified School District
Chapter: _____
24-Hour Point of Contact:
Name and title: Dr. Robert Williams, Superintendent
Work phone: 530-333-8300 x7 Cell phone/pager: 530-828-6570
Address for Legal Notices:
6540 Wentworth Springs Rd.
P.O. Box 4510
Georgetown, CA 95634

Red Cross:

Legal name: The American National Red Cross
Chapter: Capital Region Chapter
24-Hour Point of Contact:
Name and title: Kathleen Weis, Chief Executive Officer
Work phone: (916) 993-7070 Cell phone/pager: (916) 212-9241
Address for Legal Notices:
1565 Exposition Blvd.
Sacramento, CA 95815

Copies of legal notices must also be sent to:

The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

See attached Facility List

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Facility/Shelter Opening/Closing Form, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. Food Services: Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among

bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	<u>[Signature]</u>	_____
Gas	<u>[Signature]</u>	_____
Electricity	<u>[Signature]</u>	_____
Waste Disposal	<u>[Signature]</u>	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

BLACK OAK MINE UNIFIED
UNIFIED SCHOOL DISTRICT
Owner (legal name)

By (signature)

Dr. Robert Williams
Name (printed)

Superintendent
Title

Date

9-29-14

THE AMERICAN NATIONAL RED CROSS
(legal name)

By (signature)

Kathleen Weis
Name (printed)

Chief Executive Officer
Title

Date

Facilities List

Georgetown School 6530 Wentworth Springs Road Georgetown, CA 95634	Northside School 860 Cave Valley Road Cool, CA 95614
Golden Sierra High School 5101 Garden Valley Road Garden Valley, CA	Golden Sierra Junior High School 5065 Garden Valley Road Garden Valley, CA

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.7 Devine Psychological Services Agreement

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

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

BACKGROUND: The Devine Psychological 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. Devine Psychological 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.

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

Devine Psychological Services hereby agrees to provide consulting psychological services to the Black Oak Mine Unified School District under the following terms and conditions:

This contract shall begin on October 1, 2014 and shall be on an "at will" basis. This contract will continue until completion of casework for one referred student.

Agreement shall terminate immediately in the event that Devine Psychological Services nonpublic agency certification in the State of California is either suspended or revoked.

- **California Nonpublic Agency Status** – The parties agree and acknowledge Devine Psychological Services is a nonpublic agency certified by the Department of Education in the State of California engaged as an independent contracting agency. Black Oak Mine Unified School District retains the right of control over services provided to its students and schools. Black Oak Mine Unified School District does not employ individuals who normally perform services provided by employees of the nonpublic agency Devine Psychological Services.
- **Non-Employee** – Devine Psychological Services acknowledges that as a nonpublic agency, the employees of Devine Psychological Services 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 Black Oak Mine Unified School District.
- **Tax Obligations** – The parties intend and Devine Psychological Services acknowledges that it operates as a nonpublic agency and 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.
- **Payments for Services** – Black Oak Mine Unified School District shall pay Devine Psychological Services directly, without payroll tax deductions of any kind whatsoever, all monies that may become due and payable hereunder. Black Oak Mine Unified School District shall issue Devine Psychological Services for each year of the term of this Agreement, a form 1099 in the manner prescribed by law.

- **Supplies** – The parties agree and acknowledge Devine Psychological Services is a nonpublic agency certified by the Department of Education in the State of California. Accordingly, Devine Psychological Services shall provide all materials, supplies, equipment, and related expenses needed for its services.
- **Confidentiality** – Devine Psychological Services recognizes and acknowledges that Black Oak Mine Unified School District possesses certain confidential information. As used herein, the term “confidential information” includes all information and materials belonging to, used by, or in possession of Black Oak Mine Unified School District relating to its products, services, contracts, financial information, business strategies, pricing, current and prospective customers, but shall not include (a) information that was already within the public domain at the time the information is acquired by employees of Devine Psychological Services, or (b) information that subsequently becomes public through no act or omission of employees of Devine Psychological Services. Devine Psychological Services agrees that all of the confidential information provided by Black Oak Mine Unified School District is and shall continue to be the exclusive property of Black Oak Mine Unified School District. Devine Psychological Services agrees that it shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of Black Oak Mine Unified School District.

PROFESSIONAL QUALIFICATIONS

The employees of the nonpublic agency Devine Psychological Services shall act in accordance with all state and federal laws regulating the practice of Educational Psychology in the State of California. Employees of the nonpublic agency Devine Psychological Services shall professionally, ethically, and diligently carry out responsibilities hereunder in order to serve the best interests of Black Oak Mine Unified School District’s students.

DESCRIPTION OF SERVICES

Devine Psychological Services agrees to provide Educational Psychological services at facilities of Black Oak Mine Unified School District. Employees of the nonpublic agency Devine Psychological Services will:

1. Provide assessment, evaluation, and consultation of individuals requiring special education eligibility;
2. Adequately document individual reports to comply with all applicable state laws, regulations and guidelines;
3. Maintain current licenses, credential and certification within the profession of Psychology;
4. Maintain current liability insurance;
5. Meetings will be attended if held within agreed upon hours of service.

Black Oak Mine Unified School District agrees to:

1. Provide IEP paperwork with current assessment and goals for students serviced (or documentation of prior interventions);
2. Provide completed inventories, rating scales, and other written documentation including cumulative file content as requested by Devine Psychological Services or its employees;
3. Provide access to observe the student in the educational environment;
4. Provide a distraction-free confidential individual setting or office for all evaluation;
5. Provide at least two weeks prior written notice of any meetings employees of the nonpublic agency Devine Psychological Services are expected to attend.

COMPENSATION ARRANGEMENTS

Devine Psychological Services will be compensated at the rate of \$160.00 (one hundred sixty dollars) per billable hour for evaluation services (including assessment or evaluation, report writing, and IEP meetings); for behavior intervention case management services (including observation, interview, assessment, behavior improvement plans, meetings to develop behavior improvement plans, and consultation regarding strategies for behavior improvement); and counseling or therapy for students. Devine Psychological Services will receive payment for services rendered within 30 days of receipt of invoice by Black Oak Mine Unified School District.

LIABILITY INSURANCE

Devine Psychological Services will provide Black Oak Mine Unified School District with evidence of professional liability coverage.

ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the parties relating to the subject matter hereof.

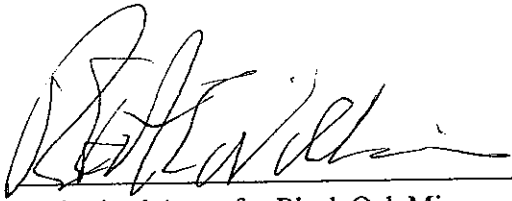
ASSIGNMENT

No assignments will be made by Devine Psychological Services of any rights or obligations hereunder.

LICENSES AND CERTIFICATIONS

Employees of the nonpublic agency Devine Psychological Services shall maintain evidence of the following documentation, keeping all licenses, credentials, and certifications of its employees up to date, and provide a copy of changed/renewed material to Black Oak Mine Unified School District upon request.

1. Professional Liability Insurance
2. Professional License for the State of Employment
3. TB Test Results



Authorized Agent for Black Oak Mine
Unified School District

Manager for Devine Psychological Services

9.30.2014

Date

Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.8 Careerstaff Unlimited Agreement

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

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

BACKGROUND: The Careerstaff Unlimited will provide staffing personnel for Black Oak Mine Unified School District students as required by signed Individual Educational Programs (IEP). These services may include; conducting evaluations, participate as a member of a multi-disciplinary team, consulting services to teachers, staff and students, record/report keeping, and attendance at required meetings or conferences at the district's request. Careerstaff Unlimited 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.



STAFFING SERVICES AGREEMENT

AGREEMENT made to be effective September 22, 2014 between CAREERSTAFF UNLIMITED, 4309 Hacienda Dr. #440 Pleasanton, CA 94588, hereinafter referred to as "CAREERSTAFF", and the BLACK OAK MINE UNIFIED SCHOOL DISTRICT, located at 6540 Wentworth Springs Road, Georgetown, CA 95634, hereinafter referred to as "DISTRICT".

RECITALS

The DISTRICT is located at the above stated address. The DISTRICT wishes to make available to its students, therapy services consisting of evaluation, consultation, and treatment.

Therapists provided by CAREERSTAFF are qualified in the State of California to provide their services to DISTRICT schools. CAREERSTAFF is engaged in the business of performing therapy services on a temporary or contractual basis, as an independent contractor, at DISTRICT.

I. RESPONSIBILITIES OF CAREERSTAFF UNLIMITED:

A. Provide the following services:

1. Staffing personnel for DISTRICT students as required by signed Individual Educational Programs (IEP).
2. Conduct Evaluations and participate as a member of a multi-disciplinary team.
3. Consulting services to teachers, staff, and students as requested and/or directed by the DISTRICT.
4. Record keeping and reports as requested by the DISTRICT and in keeping with the requirements of the practice of therapy.
5. Attendance at any required meetings or conferences at the DISTRICT's request.

B. CAREERSTAFF therapist will follow the DISTRICT's policies and procedures related to delivery of therapy services to students.

C. CAREERSTAFF shall provide proof of professional liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate coverage, with Five Million Dollars (\$5,000,000) umbrella coverage, current business license, federal employer I.D. number, and worker's compensation insurance.

D. CAREERSTAFF shall maintain and provide to the DISTRICT upon written request, the following information for any personnel:

- a. A copy of that individual's current license, registration, or certification.





- b. Proof of completion of educational requirements, including continuing education where such is required.
- c. A completed I-9 form
- d. Proof of insurance coverage, as such is defined herein
- e. Verification of physical and PPD screening
- g. Verification of Criminal Background Investigation

B. CAREERSTAFF shall hold the **DISTRICT** and its officers, agents, and employees harmless from all suits, claims, or liabilities of any nature, including cost and expenses for or on account of the injuries or damages sustained by any person or property resulting in whole or in part from negligent activities or omissions of **CAREERSTAFF**, its agents, or employees pursuant to this Agreement.

F. CAREERSTAFF agrees to indemnify **DISTRICT** against all claims, liabilities and expenses arising from acts, omissions or the negligent performance of services to patients by personnel supplied by **CAREERSTAFF** as required by this Agreement. **DISTRICT** agrees to indemnify **CAREERSTAFF** against all liabilities and expenses arising from the negligence of District's employees rendering services to patients, including but not limited to the safe and supervised performance of those entrusted to operate equipment and provide services.

II. RESPONSIBILITIES OF THE DISTRICT:

A. Utilization of Services/Financial.

- 1. The **DISTRICT** can use (CSU Employee) for a .2 - 1.0 position for 1-5 days a week. 8.0 hour days, for the 2014 - 2015 school year. Special "Non-contract" days will not be worked. However, the therapist can work all other school year calendar days.
- 2. **DISTRICT** will pay **CAREERSTAFF**, for services rendered, as outlined in Addendum A. Hours will be billed every month and the **DISTRICT** shall process all invoices NET Thirty (30) Days.

B. Administrative Support and Supervision

- 1. The **DISTRICT** is responsible for providing coordination management, and any related billing of all therapy services provided under this Agreement.
- 2. The **DISTRICT** will provide adequate room within its facility and necessary equipment and materials for the provision and documentation of therapy services provided under this Agreement.
- 3. The **DISTRICT** will orient the therapist to all applicable policies and procedures to the delivery of therapy services within the **DISTRICT**.



C. Relationship of Parties

The parties intend that an independent contractor relationship with DISTRICT, be created by this Agreement. It is mutually understood that CAREERSTAFF is a corporation registered as such in the State of California. The staff member (s) sent to the DISTRICT is an employee of CAREERSTAFF, and is sent to the DISTRICT for temporary assignment.

1. CAREERSTAFF is responsible for all taxes and benefits of their employees such as, but not limited to, federal income tax, social security, workman's compensation and professional liability.
2. CAREERSTAFF staff are not eligible for benefits provided by the DISTRICT, including but not limited to medical and dental insurance, workman's compensation, pension plan, paid vacation, sick, holiday, and educational leave.
3. The DISTRICT, a customer of CAREERSTAFF, recognizes that CAREERSTAFF employees on assignment to the DISTRICT are under contractual obligation to CAREERSTAFF. The CAREERSTAFF employee is not eligible to contract with, be employed by, or otherwise work directly for the DISTRICT for twelve (12) months after an assignment with the DISTRICT. In addition, DISTRICT also agrees and warrants to pay CAREERSTAFF, a buyout of the employee's Agreement in the amount of \$20,000.00 from the date of written notification. At any time, if DISTRICT includes on its payroll any person formerly referred to DISTRICT by CAREERSTAFF, that person immediately ceases to be an independent contractor with respect to DISTRICT, and CAREERSTAFF is no longer liable in any way for that person's actions or omissions.
4. The DISTRICT will schedule employees only through CAREERSTAFF office at 800-227-0457. The DISTRICT may contact CAREERSTAFF staff directly during their assignment at the DISTRICT for the purposes of coordinating student care or as appropriate to the operations of the DISTRICT in providing therapy services.

III. OTHER PROVISIONS

- A. The term of this Agreement shall commence on the effective day designated above for CSU Employee and run for the 2014-2015 school year. This agreement may be terminated by the parties if either party believes the terms of the agreement are not being met. This agreement may be terminated by the parties if 30 days written notice is given. If both parties are in agreement, this contract may be extended with the same provisions.
- B. Notwithstanding another provision in this Agreement, the DISTRICT remains responsible for ensuring that any service provided to students pursuant to this Agreement complies with all pertinent provisions of federal, state, and local statutes, rules and regulations.





- C. Any notice required by this Agreement to be served upon the **DISTRICT** shall be sent by Certified Mail, Return Receipt Requested, to the **DISTRICT** located at the aforementioned address. Any notice required by this Agreement to be served upon **CAREERSTAFF** shall be sent by Certified Mail, Return Receipt requested, to **CAREERSTAFF UNLIMITED**, 4309 Hacienda Dr. #440, Pleasanton, CA 94588. Any notice that is required by this Agreement should be effective upon receipt of said notice.
- D. This Agreement constitutes the entire Agreement between the parties and supersedes any prior written or oral understanding between the parties with respect to the provision of services under the Agreement.
- E. The laws of the State of California shall govern this Agreement.
- F. This Agreement may be amended only by written amendment executed by the parties hereto.

COMPANY: CAREERSTAFF UNLIMITED

CLIENT: BLACK OAK MINE UNIFIED
SCHOOL DISTRICT

Sign Name:

Aimee McPherson

Sign Name:

Dr. Robert E. Williams

Print Name:

Aimee McPherson

Print Name:

Dr. Robert E. Williams

Title:

Area Manager

Title:

Superintendent

Date:

9/24/14

Date:

9-25-14





THERAPISTS UNLIMITED™
A DIVISION OF CAREERSTAFF UNLIMITED

ADDENDUM A
CAREERSTAFF UNLIMITED, INC.
RATE SCHEDULE

	Hourly Rate
Physical Therapist	\$79.00 - \$89.00 per hour
Physical Therapy Assistant	\$69.00 - \$79.00 per hour
Occupational Therapist	\$79.00 - \$89.00 per hour
LMFT	\$79.00 - \$89.00 per hour
Certified Occupational Therapy Assistant	\$69.00 - \$79.00 per hour
Speech Language Pathologist	\$89.00 - \$115.00 per hour
School Psychologist	\$89.00 - \$115.00 per hour
Registered Nurse	\$79.00 - \$89.00 per hour
LVN	\$69.00 - \$79.00 per hour

*Client will be charges base rate unless otherwise negotiated prior to an assignment.

SOLICITATION OF STAFF/CONVERSION OF CSU EMPLOYEE: DISTRICT agrees to notify CAREERSTAFF of its intent to hire any personnel who previously was referred to Facility by CSU during the preceding twelve (12) month period. In addition, facility also agrees and warrants to pay a buyout of the employee's agreement at \$20,000 for a PT, OT, SLP, School Psych, LMFT, RN and \$15,000 for a PTA, COTA, LVN.

- Therapist will work student contract days only, as per the DISTRICT calendar.
- No Holidays will be paid.
- Mileage will be billed to DISTRICT for all miles driven between schools at the IRS rate.
- Overtime may only be worked with prior approval from direct supervisor.
- A signed addendum is necessary for us to continue to provide services.

CANCELLATION POLICY:

Client is responsible for giving a 90 day notice of cancellation to Company to end any school position assignment before completion of school year. If cancellation occurs in less than 90 days before the confirmed start time, facility will be billed for 90 days of service.

EXCEPTIONS: Should any assignment require an adjustment to the above listed rates, a confirmation letter will be provided to Client confirming the adjusted rate. Said confirmation letter must be executed by both Company and Client prior to the start of the assignment.

COMPANY: CAREERSTAFF UNLIMITED

**CLIENT: BLACK OAK MINE UNIFIED SCHOOL
DISTRICT**

Sign Name:

Aimee McPherson

Sign Name:

Dr. Robert E. Williams

Print Name:

Aimee McPherson

Print Name:

Dr. Robert E. Williams

Title:

Area Manager

Title:

Superintendent

Date:

9/24/14

Date:

9-25-14



San Francisco Division - 6581
Therapists Unlimited, Inc.
4309 Hacienda Drive #440 Pleasanton, CA 94588

Voice: 925-730-0950 800-493-2988
Fax: 800-216-0289

ADDENDUM B:
BUSINESS ASSOCIATE ADDENDUM
HIPAA PRIVACY COMPLIANCE

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") supplements and is made a part of the Staffing Services Agreement to which it is attached ("Agreement"), is entered into by and between Client (herein, "CE") and Company, who is or may be a business associate pursuant to HIPAA (herein, "BA"), and is made effective with the Agreement ("Addendum Effective Date").

WHEREAS, CE wishes to disclose certain information to BA pursuant to the terms of the Addendum, some of which may constitute Protected Health Information ("PHI") and/or electronic Protected Health Information ("ePHI").

WHEREAS, CE and BA intend to protect the privacy of PHI and ePHI disclosed to or created or received by BA pursuant to the Addendum in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "Privacy Rule" and the "Security Rule") and other applicable laws.

WHEREAS, the purpose of this Addendum is to satisfy certain standards and requirements of the Privacy Rule, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), and the Security Rule, including but not limited to CFR Title 45 Sections 164.308(b) and 164.314(a) as the same may be amended from time to time.

IN CONSIDERATION of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

I. DEFINITIONS.

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy Rule and Security Rule. In the event of a conflict between the definitions in this Addendum and the definitions in the Privacy Rule or Security Rule, the definitions in the conflicting rule shall be applied.

Protected Health Information ("PHI") means any information, whether oral or recorded in any form or medium, including ePHI (as defined below), that

- a. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and
- b. Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and
- c. Is limited to the information created or received by BA from or on behalf of CE.

Electronic Protected Health Information ("ePHI") is a subset of PHI and means PHI that is transmitted by or maintained in electronic media. References herein to PHI shall include ePHI.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

Rules means both the Privacy Rule and the Security Rule.

Disclose means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

Use means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

Secretary means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

Data aggregation means, with respect to PHI created or received by an BA in its capacity as a Business Associate of a CE, the combining of such PHI by the BA with the PHI received by the BA in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

Individual means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Required By Law means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

1. Nondisclosure. BA shall not use or disclose CE's PHI other than as permitted or required by this Addendum or as required by law.
2. Minimum Necessary. BA shall use or further disclose PHI only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of CE.
3. Safeguards. BA shall use appropriate safeguards to prevent use or disclosure of CE's PHI otherwise than as provided for by this Addendum.
4. Reporting of Unauthorized Disclosures. BA shall report to CE any use or disclosure of CE's PHI not provided for by this Addendum of which BA becomes aware.
5. Mitigation. BA shall mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Addendum.
6. BA's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides PHI received from, or created or received by BA on behalf of, CE agree to the same restrictions and conditions that apply to BA through this Addendum with respect to such PHI.
7. Access to PHI. BA shall provide access to CE, at the request of CE, and in the time and manner designated by CE, to PHI or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR 164.524. This provision shall apply if BA possesses PHI in any form.
8. Documentation of Disclosures. BA shall document such disclosures of PHI and information related to such disclosures as would be required for CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. Accounting of Disclosures. BA shall provide to CE or an individual, in time and manner designated by CE, information collected pursuant to this Addendum, to permit CE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.





10. Amendment of PHI. BA shall make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR 164.526 at the request of CE or an Individual, and in the time and manner designated by CE. This provision shall apply if BA possesses PHI in any form.
11. Internal Practices. BA shall make its internal practices, books and records relating to the use and disclosure of PHI received from CE, or created or received by BA on behalf of CE, available to the CE, or to the Secretary, for purposes of the Secretary determining CE's compliance with the Rules.
12. Security of ePHI and Reporting of Security Incidents. BA shall maintain ePHI in a fashion that preserves:
 - a. Availability, i.e. the property that data or information is accessible and useable upon demand by an authorized person; and
 - b. Confidentiality, i.e. the property that data or information is not made available or disclosed to unauthorized persons or processes; and
 - c. Integrity, i.e. the property that data or information have not been altered or destroyed in an unauthorized manner.

BA shall develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI that BA creates, receives, maintains, or transmits on CE's behalf as required by the Security Rule. BA shall report to CE any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of CE's Electronic Protected Health Information or (B) interference with BA's system operations in BA's information systems, of which BA becomes aware.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

1. Permitted Uses and Disclosures. Except as otherwise limited in this Addendum, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of CE as specified in the Agreement provided such use or disclosure does not violate the Rules if done by the CE.
2. Use for Management and Administration. Except as otherwise limited in this Addendum, BA may use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
3. Disclosure for Management and Administration. Except as otherwise limited in this Addendum, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:
 - a. Disclosures are required by law or
 - b. BA obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and
 - c. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Data Aggregation. Except as otherwise limited in this Addendum, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.
5. Report Violations of Law. Except as otherwise limited in this Addendum, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j)(1).

IV. OBLIGATIONS OF COVERED ENTITY.

1. Notice of Privacy Practices. CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 CFR 164.520, as well as any changes to such notice.



2. Changes in permission. CE shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
3. Notification of Restrictions. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the Rules if done by CE.

VI. TERM AND TERMINATION.

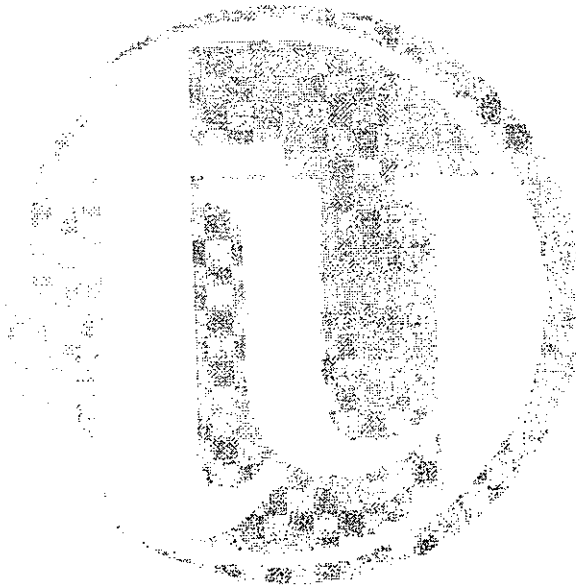
1. Term. The Term of this Addendum shall be effective as of the Addendum Effective Date, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to the CE, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance the termination provisions in this Section.
2. Termination for Cause. Upon CE's knowledge of a material breach by BA, CE shall either:
 - a. Provide an opportunity for BA to cure the breach or end the violation and if BA does not cure the breach or end the violation within the time specified by CE, terminate this Addendum and the underlying Agreement;
 - b. Immediately terminate this Addendum and the underlying Agreement if BA has breached a material term of this Addendum and cure is not possible; or,
 - c. Report the violation to the Secretary if neither cure of the breach nor termination of this Addendum is feasible.
3. Effect of Termination. Except as provided in paragraph (4) of this section, upon termination of this Addendum, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
4. Inability to Return or Destroy upon Termination. In the event that BA determines that returning or destroying PHI is not feasible, BA shall notify CE in writing of the conditions that make return or destruction infeasible. If return or destruction of the PHI is infeasible, BA shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

VII. INDEMNIFICATION. BA shall indemnify and hold CE harmless from and against all claims, damages, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, costs and expenses relating to or arising out of any breach or alleged breach of this Addendum or disclosure of PHI in violation of applicable law or regulation.

VIII. MISCELLANEOUS.

1. Regulatory References. A reference in this Addendum to a section in the Rules means the section as in effect or as amended, and for which compliance is required.
2. Amendment. The Parties shall take such action as is necessary to amend this Addendum from time to time for CE to comply with the requirements of the Rules.
3. Survival. The respective rights and obligations of BA under Section VI.3, VI.4 and VII of this Addendum shall survive the termination of this Addendum.
4. Interpretation. This Addendum shall be interpreted as broadly as necessary to implement and comply with the Privacy Rule, Security Rule, and applicable state laws. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits CE to comply with the Privacy Rule, Security Rule, and applicable state laws.

5. Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under this Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon claimed violation of the Rules, except where BA or its subcontractor, employee or agent is a named adverse party.
6. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE or BA any rights, remedies, obligations, or liabilities whatsoever.
7. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.



BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.9 2014-15 Single Plan for Student Achievement

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Single Plan for Student Achievement for the 2014-15 school year for Georgetown School.

BACKGROUND: As specified in Board Policy 0420.1, Single Plan for Student Achievement shall be reviewed and approved annually by the Board of Trustees.

The 2014-15 Single Plan for Student Achievement are provided to Board members under separate cover. Anyone that would like a copy can contact Carla Koontz at 530-333-8300.

**MINUTES OF A REGULAR MEETING
OF THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
September 11, 2014**

<u>CALL TO ORDER</u>	15.10	The Regular 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, Steve DePue, Jeff Burch and Robert Williams, Superintendent.
<u>CLOSED SESSION</u>		After announcing the items in Open Session, the Board met in Closed Session and discussed Public Employee Employment - Certificated and Classified; conferenced with Robert Williams, District Labor Negotiator, regarding labor negotiations with the Black Oak Mine Teachers Association and the California School Employees Association, Gold Chain Chapter #660. Superintendent's Evaluation
<u>OPEN SESSION</u>		The Open Session of the Board convened at 7:06 P.M. Present: Board members, Members of the audience (including staff/community)
<u>DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION</u>		Reported that no action was taken in closed session. President Scroggins called for a moment of silence for those killed in the 9/11 attacks.
<u>PLEDGE OF ALLEGIANCE</u>		The Pledge of Allegiance was led by Dr. Williams.
<u>ADOPTION OF THE AGENDA ACTION M-14-55</u>		It was moved by Mr. DePue, seconded by Mr. Burch and carried unanimously to adopt the agenda. Dr. Williams stated that we need to remove 16.6 from consent. Mr. DePue restated his motion so that we eliminate Laura Miller and Jeffery Gerent and keep the remaining parts of 16.6. 5 to 0 Scroggins Y Knight Y Burch Y DePue Y Shurtz Y
<u>COMMUNICATIONS</u> Public Hearings –		Certification of the Sufficiency or Insufficiency of Textbooks and Instructional Materials for the 2014-15 school year. Initial Collective Bargaining Proposal of BOMUSD with BOMTA
Written Communications		Bike Trail to Northside School. High School Language teacher Mr. Artemyev wrote about having a second language. A letter from Representative Ron Briggs requested allowing the Chamber of Commerce to hold a meeting at Northside waiving facility use fees.
Oral Communications		None
<u>STUDENT REPRESENTATIVE REPORT</u>		Student Rep., Jon Oules had a game and couldn't make it. Mr. Oules did send a written document with information from each school site.
<u>B.O.M.T.A. REPORT</u>		No BOMTA representative present
<u>C.S.E.A. REPORT</u>		Wes Younger, CSEA President, reported that everything seemed to be starting out smoothly. He mentioned that transportation is having some struggles dealing with the road construction.
<u>SUPERINTENDENT'S REPORT</u>		Dr. Robert Williams, Superintendent, gave a report to the Board of Trustees. See handout for Dr. Williams report.
<u>INFORMATION AND DISCUSSION</u>		
13.1 Results of El Dorado County Office of Education 2014-15 Annual Budget Report		The letter from El Dorado County Office of Education's review of BOMUSD's 2014-15 Annual Budget Review was discussed.

Agenda Changed Item 15.3

Motion to move Item 15.3. Representative from Divide Chamber of Commerce spoke regarding a request to waive facility use fees @ Northside School in the Library.

Mr. DePue moved to waive the fees, and Mr. Shurtz seconded to waive the fees.
5 Yes 0 Scroggins Y Shurtz Y Knight Y DePue Y Burch Y

13.2 Results of El Dorado County
Office of Education 2014-15 LCAP
Annual Review Report

The letter from El Dorado County Office of Education's review of 2014-15 LCAP Annual Review of the Black Oak Mine Unified School District.

13.3 Strategic Plan & Goals

Dr. Westsmith presented on the Strategic Plan & Goals.

13.4 Contextual & Educational
Areas from the Board Self-
Evaluation

The Board of Trustees discussed the Contextual and Educational Areas from the Self-Evaluation results.

OLD BUSINESS

14.1 Initial Collective Bargaining
Proposal with BOMTA

It was moved by Mr. DePue, seconded by Mrs. Knight and carried unanimously to approve the Initial Collective Bargaining proposal provided by Black Oak Mine Unified School District to Black Oak Mine Teachers Association for negotiations for 2014-15 school year.

5 to 0 Scroggins Y Knight Y Burch Y DePue Y Shurtz Y

NEW BUSINESS

15.1 Unaudited Actuals for 2013-14
& 2014-15 Budget Update

It was moved by Ms. Knight, seconded by Mr. DePue and carried unanimously to approve the Unaudited Actuals for 2013-14 & 2014-15 Budget Update.

5 to 0 Scroggins Y Knight Y Burch Y DePue Y Shurtz Y

15.2 FoodCorps

Mr. Bill Jensen gave a presentation on the FoodCorps.

A motion was made by Mr. DePue to encumber \$5000 (not necessarily spend) for this program and seconded by Mr. Scroggins and carried unanimously to approve to encumber \$5000 to support the FoodCorps at the elementary schools.

5 to 0 Scroggins Y Knight Y Burch Y DePue Y Shurtz Y

CONSENT AGENDA

ACTION M-14-60

It was moved by Mrs. Knight, seconded by Mr. DePue and carried unanimously to approve the consent agenda.

Mrs. Knight will amend her motion to pull the acceptance of #4 from item 16.12 on page 67 (Mrs. Manansala-Smith will check with insurance to see if there is any issue of accepting this donation) and Mr. Scroggins seconded and carried unanimously to approve the consent agenda.

4 to 0 Scroggins Y Knight Y Burch Y Shurtz Y

Mr. DePue abstained

Discussion: Board will pull acceptance of #4 from item 16.12 on page 67

16.1 Resolution #2014-19
Determination of the Sufficiency or
Insufficiency of Textbooks and
Instructional Materials for the 2014-
15 school year.

Adopted the Board Resolution #2014-19, Determination of the Sufficiency or Insufficiency of Textbooks and Instructional Materials for the 2014-15 school year.

16.2 Resolution #2014-20
Appropriations Limit Calculation
(GANN)

Adopted Board Resolution #2014-20, Adopting and Certifying the "Gann" Limit for 2013-14 and 2014-15 fiscal years.

16.3 MOU BOMUSD with Gold
Nugget Soccer Club -Shed

Approved the MOU between Black Oak Mine Unified School District and Gold Nugget Soccer Club (Shed).

16.4 Consultant Service Agreement
with Economics Recovery Services
for Mandated Cost

Approved the Consultant Service Agreement with Economics Recovery Services for Mandated Cost.

16.5 Consultant Service Agreement with CSM Consulting, Inc.	Approved the Consultant Service Agreement with CSM Consulting, Inc.
16.6 Certificated Personnel Action	Employed Michael Pendleton as a .4 FTE Physical Education Teacher.
16.7 Classified Personnel Action	Employed Carolyn Upton as a Bus Driver.
16.8 Certificated Assignments Under Ed. Code 44263	Authorized Amara Smallwood to teach under Education Code 44263.
16.9 Board Minutes August 14, 2014	Approved the minutes from the Board Meeting on 8-14-2014.
16.10 Obsolete Equipment	Declared specified equipment as obsolete.
16.11 Purchase Orders, Warrants, Bids & Quotes	Approved the 2014-15 fiscal year Batch Numbers 5006-5013 dated August 5, to September 2, 2014 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, School Facilities Fund, and Batch Numbers 5004 and 5006 dated August 7 and August 25, 2014 for ROP Fund, for a total of \$439,564.41.
16.12 Gifts	Accepted the gifts donated to the district.
16.13 Field Trips	Approved the overnight field trips.
<u>REPORTS OF THE BOARD OF TRUSTEES</u>	Mr. Scroggins requested that Board Members attend and volunteer the football game tomorrow night and help out FOGS in the snack shack.
<u>FUTURE MEETINGS</u>	The next special meeting of the Board is September 25, 2014 @ Northside. The next regular meeting of the Board is October 9, 2014.
ADJOURNMENT Respectfully submitted,	The meeting was adjourned at 8:50 P.M.

Robert Williams
Secretary to the Board

Joe Scroggins
President of the Board

Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.11 Obsolete Instructional Materials

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to declare specified instructional materials obsolete.

BACKGROUND: Golden Sierra has submitted a list of obsolete instructional materials from the math department. This is based on the transition to Common Core Math materials.

Quantity	Title	Publisher	ISBN
30	Trigonometry (1988)	Scott, Foresman	0-673-14910-2
24	Statistics (1996)	Prentice Hall	0-13-083024-0
64	Discovering Geometry (1997)	Key Curriculum Press	1-55953-200-9
32	Algebra One (2011)	Holt, Rinehart & Winston	0-03-066051-3
41	Discovering Geometry	Key Curriculum Press	978-1-55953-882-4
5	Algebra 1 Interactions Course 2	Holt, Rinehart & Winston	0-03-055512-4
37	Calculus: Graphical, Numeric, Algebraic	Prentice Hall	0-13-063131-0

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.12 Purchase Orders, Warrants, Bids and Quotes

MEETING DATE: October 09, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION: It is recommended that 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 number 5009 dated September 5, 2014 for the ROP Fund, for a total of \$370,326.84, 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	314,010.11
Charter School Fund 09	23,875.38
Cafeteria Fund 13	13,982.29
Building Fund 21	17.51
Developer Fees Fund 25	9,040.08
School Facilities Fund 35	9,256.48
R.O.P. Fund 09	144.99
Total	370,326.84

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 15.13 Gifts

MEETING DATE: October 9, 2014

FROM: Dr. Robert Williams, Superintendent

RECOMMENDATION:

It is recommended that the board of trustees consider taking action to accept the gifts donated by The Lord's Gym, California State Treasury Office, Mr. & Mrs. Leshner, Mr. & Mrs. Freeman, Mr. Scroggins and Wells Fargo Foundation.

BACKGROUND:

The following gifts are being donated:

- 1) Back Packs for students at Georgetown School valued at \$350.00.
- 2) 3 Flat Screen Monitors at Divide High School valued at \$150.00.
- 3) (2) \$150.00 cash donation for Georgetown School for Mrs. Appleby's class for a field trip.
- 4) \$460.00 cash donation for Georgetown School for Mrs. Ellsworth class for a field trip.
- 5) \$70.00 cash donation, Matching Gift Program for Georgetown School.

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

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

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

Request for Board Acceptance of Gift

To:	Robert Williams
From:	Kris Vallarta
Re:	Request for Board Acceptance of Gift
Date:	9/9/14
Description of Gift:	3 FLAT SCREEN MONITORS (2 GATEWAY) (1 DELL)
Donor Estimated Value:	\$150.
Donated By:	CA STATE TREASURY OFFICE
Mailing Address:	California State Treasurers Office 915 Capitol Mall Sacramento 95814 916 653-3471
Donor Requests Gift To Be Used At/For:	DIVIDE HS OR WHERE NEEDED

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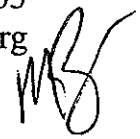
Request for Board Acceptance of Gift



To:	Robert Williams
From:	Mike Bose
Re:	Request for Board Acceptance of Gift
Date:	Aug. 29, 2014
Description of Gift:	Back packs for students of Georgetown School
Donor Estimated Value:	\$350.00
Donated By:	The Lord's Gym
Mailing Address:	6051 Enterprise Drive, Shingle Springs
Donor Requests Gift To Be Used At/For:	Students of Georgetown School

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Request for Board Acceptance of Gift

To:	Robert Williams
From:	Mike Bose
Re:	Request for Board Acceptance of Gift
Date:	Sept. 30, 2014
Description of Gift:	Money for Field Trip
Donor Estimated Value:	\$150.00
Donated By:	Mr. & Mrs. Leshner
Mailing Address:	2351 Creeks Court, Georgetown
Donor Requests Gift To Be Used At/For:	Georgetown School, Mrs. Appleby's Class for Field Trip

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Website: bomusd.org

Request for Board Acceptance of Gift

MB

To:	Robert Williams
From:	Mike Bose
Re:	Request for Board Acceptance of Gift
Date:	Sept. 30, 2014
Description of Gift:	Money for Field Trip
Donor Estimated Value:	\$150.00
Donated By:	Mr. & Mrs. Freeman
Mailing Address:	4660 Marshall Rd., Garden Valley
Donor Requests Gift To Be Used At/For:	Georgetown School, Mrs. Appleby's Class for Field Trip

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Website: bomusd.org

Request for Board Acceptance of Gift

WJ

To:	Robert Williams
From:	Mike Bose
Re:	Request for Board Acceptance of Gift
Date:	Sept. 30, 2014
Description of Gift:	Money for Field Trip
Donor Estimated Value:	\$460.00
Donated By:	Mr. Joe Scroggins
Mailing Address:	4100 Cool Country Ct., Cool 95614
Donor Requests Gift To Be Used At/For:	Georgetown School, Mrs. Ellsworth Class for Field Trip

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(530) 333-8300
Fax: (530) 333-8303
Website: bomusd.org

Request for Board Acceptance of Gift

WFB

To:	Robert Williams
From:	Mike Bose
Re:	Request for Board Acceptance of Gift
Date:	Sept. 29, 2014
Description of Gift:	Matching Gift Program
Donor Estimated Value:	\$70.00
Donated By:	Wells Fargo Foundation
Mailing Address:	P.O. Box 2157, Princeton, NJ 08543-2157
Donor Requests Gift To Be Used At/For:	Georgetown School