

BLACK OAK MINE UNIFIED SCHOOL DISTRICT



June 8, 2017

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.

Superintendent

Jeremy Meyers, Superintendent

Board of Trustees

Jeff Burch
Bill Drescher
Darcy Knight
Joe Scroggins
Ronnie Ebitson

Student Representative to the Board

Kealey Widmann

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

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

REGULAR MEETING OF THE BOARD OF TRUSTEES

DATE: June 8, 2017
TIME: 6:00 p.m. (Closed)
7:00 p.m. (Open)
LOCATION: 6540 Wentworth Springs Road
Georgetown, CA

Visitors are always welcome at meetings of the Board of Trustees and their suggestions and comments are encouraged. Those wishing to address the Board may do so when the item on the agenda is taken up, prior to action being taken by the Board, or under "Communications". Pursuant to Board Bylaw 9323, at the time of Oral Communications, the Board President will enforce a three minute 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. Black Oak Mine Unified School District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent, (530)333-8300. All efforts will be made for reasonable accommodations.

AGENDA

- 1.0 CALL TO ORDER - OPEN SESSION -6:00 P.M.
- 2.0 PUBLIC COMMENT ON CLOSED SESSION AGENDA
- 3.0 CLOSED SESSION TOPICS
 - The Board of Trustees will review matters pertaining to the following topics as necessary and will announce in public prior to going into Closed Session which topics will be considered in that Closed Session.
 - 3.1 Public Personnel Employment-1.0 FTE Teacher GSJSHS, 1.0 FTE Teacher Northside School, 1.0 FTE Teacher Georgetown School, .25 FTE Teacher ARCS/.75 FTE Special Education Teacher, & .5 FTE Teacher ARCS
 - 3.2 Letter of Resignation-Retirement, Kitchen Manager, GSJSHS, Teacher, Georgetown School & Teacher, ARCS
 - 3.3 Conference with Mr. Jeremy Meyers and Mrs. Shelly King, District Labor Negotiators, Regarding Labor Negotiations the Black Oak Mine Teachers Association and the California School Employees Association, Gold Chain Chapter #660, Classified Management, Confidential Employees & Administrators
 - 3.4 Superintendent Evaluation
- 4.0 OPEN SESSION - 7:00 P.M.
 - The Board of Trustees will reconvene in open session.
- 5.0 DISCLOSURE OF ACTION TAKEN, IF ANY, IN CLOSED SESSION
- 6.0 PLEDGE OF ALLEGIANCE

7.0 ADOPTION OF THE AGENDA

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

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

M _____ S _____ V _____

8.0 COMMUNICATIONS – 7:05 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. Each person who addresses the Board must first be recognized by the presiding officer and then give his/her name. Comments must be directed to the Board as a whole and not to individual members or District employees. Individual speakers will be allowed three (3) minutes to address the Board. 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 BOMTA REPORT – 7:15 P.M.

10.0 CSEA REPORT – 7:20 P.M.

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

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

12.1 Board Self-Evaluation (Pages 1-8)

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

12.2 CSBA Board Policy and Bylaw Updates (Pages 9-64)

EXPLANATION: The Board of Trustees will review the following revised/updated CSBA Board Policy and Bylaw Updates.

13.0 NEW BUSINESS – 7:45 P.M.

13.1 Local Control and Accountability Plan Adoption for BOMUSD (Page 65)

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

M _____ S _____ V _____

13.2 2017-18 Budget & Statement of Reason for in Excess of Minimum Adoption (Page 67)

RECOMMENDATION: It is recommended that the Board of Trustees consider

taking action to approve and adopt the 2017-18 Budget as presented.

M _____ S _____ V _____

13.3 Local Control and Accountability Plan Adoption for ARCS (Page 69)

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

M _____ S _____ V _____

14.0 CONSENT AGENDA – 7:50 P.M.

M _____ S _____ V _____

14.1 Consolidated Application (ConApp) (Pages 71-75)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the 2017-18 Consolidated Application for Funding.

14.2 Board Resolution #2017-12 Establishing Fund Balance Policies as Required by GASB 54 (Pages 77-76)

RECOMMENDATION: It is recommended that the Board of Trustees consider adopting Board Resolution #2017-12 Establishing Fund Balance Policies as Required by GASB 54.

14.3 GAMUT Online Service Contract (Pages 79-84)

RECOMMENDATION: It is recommended that the Board of Trustees consider Approving the Gamut online service contract for 2017-18.

14.4 Medi-Cal Administrative Claiming Agreement (Pages 85-98)

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

14.5 Consulting Service Agreement with Universal Coating, Inc. (Pages 99-105)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consulting Service Agreement with Universal Coating, Inc.

14.6 Consultant Service Agreement with Sierra Child & Family Services (Pages 107-110)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with Sierra Child & Family Services for the 2017 – 18 School Year.

14.7 NPS Master Contract for Guiding Hands School (Page 111)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the NPS Master Contract for Guiding Hands School for the 2017 – 18 School Year.

14.8 Non Public School Student Placement (Page 113)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking

action to approve the Non Public School Student Placement.

15.0 REPORTS OF THE BOARD OF TRUSTEES – 8:30 P.M.

16.0 FUTURE MEETINGS

The next regular meeting of the Board is scheduled for Thursday, August 10, 2017, 7:00 P.M.

17.0 CLOSED SESSION

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

18.0 ADJOURNMENT

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 12.1 Board Self-Evaluation

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent

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

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

SCHOOL BOARD SELF-EVALUATION

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

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

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

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:	

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

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

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 12.2 CSBA Board Policy and Bylaw Updates/Revisions

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent

EXPLANATION: The Board of Trustees will review the following CSBA updated/revised Board Policies and/or Bylaws:

BACKGROUND: BP 1312.3 Uniform Complaint Procedures Policy and regulation updated to reflect NEW LAW (AB 2306, 2016) which authorizes the use of uniform complaint procedures for complaints alleging noncompliance with requirements related to course credit transfer and exemption from local graduation requirements for former juvenile court school students. Regulation also references NEW LAW (SB 1375, 2016) which requires districts, on or before July 1, 2017, to post information relating to Title IX, including specified information about complaint procedures, on their web sites.

BP 1340 Access to District Records Policy updated to reflect NEW COURT DECISION (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

BP 2121 Superintendent's Contract Policy updated to reflect NEW LAW (SB 1436, 2016) which requires the board, prior to taking final action on the superintendent's salary or benefits, to orally report a summary of the recommended action during open session of a board meeting. Updated policy also clarifies that deliberations regarding the superintendent's salary or other compensation cannot be held during a special meeting of the board.

BP 3551 Food Service Operations/Cafeteria Plan Policy and regulation updated to reflect NEW FEDERAL GUIDANCE (U.S. Department of Agriculture Memorandum SP 46-2016 and SP 23-2017) which mandates any district participating in the National School Lunch and/or Breakfast Program to adopt a written policy on meal charges, including the collection of delinquent meal charge debt, no later than July 1, 2017, and to annually communicate that policy to parents/guardians. Policy and regulation also reflect NEW STATE GUIDANCE (California Department of Education Management Bulletin SNP-03-2017) which requires district policy to ensure that students with unrecovered or delinquent meal charge

debt are not overtly identified, requires that debt collection efforts are consistent with specified cost principles, and establishes conditions for reclassifying unpaid debt as bad debt. Policy also revised to reflect the Buy American provision of federal regulations which requires districts, to the maximum extent practicable, to purchase domestically grown and processed foods.

BP 4127/4227/4327 Temporary Athletic Team Coaches Policy and regulation updated to reflect NEW LAW (AB 1639, 2016) which requires coaches, beginning July 1, 2017, to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. Policy also allows a coach to submit either the Activity Supervisor Clearance Certificate or the Department of Justice and Federal Bureau of Investigation criminal background check. Material regarding certification of coaches' qualifications to the board and the State Board of Education moved from AR to BP.

BP 4312.1 Contracts Policy updated to reflect NEW LAW (SB 1436, 2016) which requires the board, prior to taking final action on the salary or benefits of employees whose position within the district is established through an employment contract, to orally report a summary of the recommended action during open session of a board meeting. Updated policy also clarifies the limited circumstances under which salary and benefits may be discussed in closed session and the prohibition against discussing salary or other compensation during a special meeting of the board.

BP 6142.93 Science Instruction Policy updated to reflect the NEW CURRICULUM FRAMEWORK for science instruction adopted by the State Board of Education in November 2016 and the Next Generation Science Standards. Policy also adds new material related to the required course of study, science courses required for high school graduation, staff development, program evaluation, and safety in science laboratories.

BP 6145 Extracurricular and Cocurricular Activities Policy updated to reflect law which provides that a homeless student must be immediately deemed to meet all residency requirements for participation in extracurricular activities. Legal cites added for the prohibition against student fees and the requirement to annually review the policy.

BP 6145.2 Athletic Competition Policy and regulation updated to reflect NEW LAW (AB 1639, 2016) which requires (1) distribution to student athletes and parents/guardians of information on the nature and warning signs of sudden cardiac arrest, (2) training of coaches and athletic directors on the nature and warning signs of sudden cardiac arrest, and (3) removal of a student from an athletic activity if he/she passes out or faints, until clearance is obtained from a health care provider. Policy also updated to

reflect the prohibition against the use of a racially derogatory or discriminatory athletic team name, mascot, or nickname. Policy reflects law which provides that a homeless student must be immediately deemed to meet all residency requirements for participation in interscholastic athletic activities. Regulation also updated to reflect NEW LAW (SB 1375, 2016) which requires districts and schools to post specified Title IX information on their web sites by July 1, 2017.

BP 6178.1 Work-Based Learning Policy updated to add material formerly in AR regarding board approval of any district plan for work-based learning and board approval to pay students' wages out of district funds. Regulation updated to reflect NEW LAW (AB 2063, 2016) which authorizes the district to grant credit for satisfactory completion of a work experience education program to students ages 14-15 when the principal certifies that such credit is necessary for the student's participation in a career technical education (CTE) program. Regulation also reflects provision of AB 2063 which allows students to participate in job shadowing activities for up to 40 hours per semester, intersession, or summer school session if the principal certifies that it is necessary for participation in a CTE program.

BP 7214 General Obligation Bonds Policy updated to reflect NEW LAW (SB 1029, 2016) which requires the board to adopt a debt management policy prior to issuing any debt, including a general obligation bond, and to certify to the California Debt and Investment Advisory Commission that any proposed issuance of debt is consistent with the district's policy. Policy also reflects NEW LAW (AB 2116, 2016) which requires the board to obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor, and NEW LAW (AB 2738, 2016) which prohibits districts from withdrawing proceeds from bond sales at any time for the purpose of making investments outside the county treasury. Policy also adds caution that some uses of bond proceeds that are specified in the Education Code for bond elections with a 66.67 percent threshold may be inconsistent with the California Constitution and encourages consultation with legal counsel.

BB 9012 Board Member Electronic Communications Bylaw updated to reflect NEW COURT DECISION (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

Board members that have suggestions for changes should contact Mr. Jeremy Meyers by July 31, 2017

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

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BP 6178.1 Work-Based Learning Policy updated to add material formerly in AR regarding board approval of any district plan for work-based learning and board approval to pay students' wages out of district funds. Regulation updated to reflect NEW LAW (AB 2063, 2016) which authorizes the district to grant credit for satisfactory completion of a work experience education program to students ages 14-15 when the principal certifies that such credit is necessary for the student's participation in a career technical education (CTE) program. Regulation also reflects provision of AB 2063 which allows students to participate in job shadowing activities for up to 40 hours per semester, intersession, or summer school session if the principal certifies that it is necessary for participation in a CTE program.

BP 7214 General Obligation Bonds Policy updated to reflect NEW LAW (SB 1029, 2016) which requires the board to adopt a debt management policy prior to issuing any debt, including a general obligation bond, and to certify to the California Debt and Investment Advisory Commission that any proposed issuance of debt is consistent with the district's policy. Policy also reflects NEW LAW (AB 2116, 2016) which requires the board to obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor, and NEW LAW (AB 2738, 2016) which prohibits districts from withdrawing proceeds from bond sales at any time for the purpose of making investments outside the county treasury. Policy also adds caution that some uses of bond proceeds that are specified in the Education Code for bond elections with a 66.67 percent threshold may be inconsistent with the California Constitution and encourages consultation with legal counsel.

BB 9012 Board Member Electronic Communications Bylaw updated to reflect NEW COURT DECISION (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

Board members that have suggestions for changes should contact Mr. Jeremy Meyers by July 31, 2017

UNIFORM COMPLAINT PROCEDURES

The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulation governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal laws or regulations governing adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs, and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610)

(cf. 3553 – Free and Reduced Price Meals)
(cf. 3555 – Nutrition Program Compliance)
(cf. 5141.4 – Child Abuse Prevention and Reporting)
(cf. 5148 – Child Care and Development)
(cf. 5148.2 – Before/After School Programs)
(cf. 6159 – Individualized Education Program)
(cf. 6171 – Title 1 Programs)
(cf. 6174 – Education for English Language Learners)
(cf. 6175 – Migrant Education Program)
(cf. 6178 – Career Technical Education)
(cf. 6178.1 – Work-Based Learning)
(cf. 6178.2 – Regional Occupational Center/Program)
(cf. 6200 – Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)

UNIFORM COMPLAINT PROCEDURES (continued)

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

(cf. 5145.3 – Nondiscrimination/Harassment)

(cf. 5145.7 – Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student. (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities. (5 CCR 4610)

(cf. 3260 – Fees and Charges)

(cf. 3320 – Claims and Actions Against the District)

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan. (Education Code 52075)

(cf. 0460 – Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

8. [Any complaint, by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board-imposed graduation requirements (Education Code 512258.1, 51225.2)

UNIFORM COMPLAINT PROCEDURES (continued)

[(cf. 6173.3 – Education Juvenile Court School Students)]

9. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions. (Education Code 51228.3)

(cf. 6152 - Class Assignment)

10. Any complaint [alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school. (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

11. Any complaint alleging retaliation against any complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

12. Any other complaint as specified in a district policy.

The Board recognizes that an alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation, or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of a complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 – Student Records)

(cf. 9011 – Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate resolve the UCP-related allegation(s) through the district's UCP.

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigation of those complaints in accordance with applicable state law and district policy.

(cf. 3580 – District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violation by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 – Williams Uniform Complaint Procedures)

Legal Reference: See next page

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*
222 *Reasonable accommodations; lactating students*
8200-8498 *Child care and development programs*
8500-8538 *Adult basic education*
18100-18203 *School libraries*
32289 *School safety plan, uniform complaint procedures*
35186 *Williams uniform complaint procedures*
48853-48853.5 *Foster youth*
48985 *Notices in language other than English*
49010-49013 *Student Fees*
49060-49079 *Student Records*
49069.5 *Rights of parents*
49490-49590 *Child nutrition programs*
51210 *Courses of study grades 1-6*
51223 *Physical education, elementary schools*
51225.1-51225.2 *Foster youth and homeless children;[and former juvenile court school students;]
course credits; graduation requirements*
51228.1-51228.3 *Course periods without educational content*
52060-52077 *Local control and accountability plan, especially*
52075 *Complaint for lack of compliance with local control and accountability plan requirements*
52160-52178 *Bilingual education programs*
52300-52490 *Career technical education*
52500-52616.24 *Adult schools*
52800-52870 *School-based program coordination*
54400-54425 *Compensatory education programs*
54440-54445 *Migrant education*
54460-54529 *Compensatory education programs*
56000-56867 *Special education programs*
59000-59300 *Special schools and centers*
64000-64001 *Consolidated application process*

GOVERNMENT CODE

11135 *Nondiscrimination in programs or activities funded by state*
12900-12996 *Fair Employment and Housing Act*

PENAL CODE

422.55 *Hate crime; definition*
422.6 *Interference with constitutional right or privilege*

[CODE OF REGULATIONS, TITLE 2

11023 *Harassment and discrimination prevention and correction]*

CODE OF REGULATIONS, TITLE 5

3080 *Application of section*
4600-4687 *Uniform complaint procedures*
4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1221 *Application of laws*
1232g *Family Educational Rights and Privacy Act*
1681-1688 *Title IX of the Education Amendments of 1972*
6301-6577 *Title I basic programs*
6801-6871 *Title III language instruction for limited English proficient and immigrant students*
7101-7184 *Safe and Drug-free Schools and Communities Act*

Legal Reference: see next page for continued Legal References

UNIFORM COMPLAINT PROCEDURES (continued)

7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individual with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Title IX Coordinators, April 2015
Questions and Answers on Title IX and Sexual Violence, April 2014
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
Dear Colleague Letter: Sexual Violence, April 2011
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
Family Policy Compliance Office: <http://familypolicy.ed.gov>
U.S. Department of Justice: <http://www.justice.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

ACCESS TO DISTRICT RECORDS

The Board of Trustees recognizes the right of citizens to have access to public records of the district. The Board intends the district to provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

[(cf. 4112.5/4212.5/4312.5 Criminal Record Check)]

~~*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*~~

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.5 - Student Assessment)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

(cf. 9321 - Closed Session Purposes and Agendas)

[In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.]

[(cf. 4040 - Employee Use of Technology)]

[(cf. 9012 - Board Member Electronic Communications)]

The district may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Legal Reference: (see next page)

ACCESS TO DISTRICT RECORDS (continued)

Legal Reference:

EDUCATION CODE

35145 *Public meetings*
35170 *Authority to secure copyrights*
35250 *Duty to keep certain records and reports*
41020 *Requirement for annual audit*
42103 *Publication of proposed budget; hearing*
44031 *Personnel file contents and inspections*
44839 *Medical certificates; periodic medical examination*
49060-49079 *Pupil records*
49091.10 *Parental review of curriculum and instruction*
~~52850 *Applicability of article (School-Based Program Coordination Plan availability)*~~

GOVERNMENT CODE

3547 *Proposals relating to representation*
6250-6270 *California Public Records Act*
6275-6276.48 *Other exemptions from disclosure*
53262 *Employment contracts*
54957.2 *Minute book record of closed sessions*
54957.5 *Agendas and other writings distributed for discussion or consideration*
81008 *Political Reform Act, public records; inspection and reproduction*

CALIFORNIA CONSTITUTION

Article 1, Section 3 *Right of access to governmental information*

CODE OF REGULATIONS, TITLE 5

430-438 *Individual pupil records*

COURT DECISIONS

City of San Jose v. Superior Court (20017) 2 Cal. 5th 608

Los Angeles County Board of Supervisors v. Superior court (20016) 2 Cal. 5th 282

International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319

Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381

Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324

Fairley v. Superior Court, (1998) 66 Cal.App. 4th 1414

North County Parents Organization for Children with Special Needs v. Department of Education, (1994) 23 Cal.App. 4th 144

ATTORNEY GENERAL OPINIONS

71 *Ops.Cal.Atty.Gen.* 235 (1988)

64 *Ops.Cal.Atty.Gen.* 186 (1981)

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

ATTORNEY GENERAL PUBLICATIONS

Summary of the California Public Records Act, 2004

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

The People's Business: A Guide to the California Public Records Act, 2008

WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

State Bar of California: <http://www.calbar.ca.gov>

SUPERINTENDENT'S CONTRACT

The Board of Trustees believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 – Goals for the School District)
(cf. 2120 - Superintendent Recruitment and Selection)
(cf. 4312.1 - Contracts)
(cf. 9000 - Role of the Board)

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health, and welfare benefits, and other compensation for the position

(cf. 4154/4254/4354 - Health and Welfare Benefits)

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 – Travel Expenses)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 – Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4161.2/4261.2/4361.2 - Personal Leaves)
(cf. 4161.5/4261.5/4361.5 - Military Leave)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

SUPERINTENDENT'S CONTRACT (continued)

7. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board
9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the exiting contract
10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board **[in writing and]** in a timely manner of the requirement to give notice

(cf. 4112.9/4212.9/4312.9 – Employee Notifications)

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date
12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board may deliberate about the terms of the contract in closed session at a regular meeting. **[However,] D[d]**iscussions regarding the salary, salary schedule, or other compensation may occur in closed session **[of a regular meeting only between the Board and its designated representatives(s), only]** as permitted under Government Code 54957.6 ~~between the Board and its designated representative(s)~~ (the "labor exception"), for the purpose of reviewing the Board's position or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. **[Such deliberations shall not be held during a special meeting.]** (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. 9320 – Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

SUPERINTENDENT'S CONTRACT (continued)

The Board shall take final action on the Superintendent's contract in **[during]** an open **[session of a regularly scheduled Board meeting, [and that action which shall be reflected in the Board's minutes. [At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary of compensation in the form of fringe benefits. Copies of the contract shall be available to the public upon request. (Government Code [3511.1,] 53262, [53262]54957.6)**

[Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953, 54957.6)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Termination of Contract

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract, or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

Legal Reference: see next page

SUPERINTENDENT'S CONTRACT (continued)

Legal Reference:

EDUCATION CODE

35031 *Term of employment*

41325-41329.3 *Conditions of emergency apportionment*

GOVERNMENT CODE

3511.1-3511.2 *Local agency executives*

[6250-6270 California Public Records Act]

53243-53243.4 *Abuse of office*

53260-53264 *Employment contracts*

[54953 Oral summary of recommended salary and benefits of superintendent]

54954 *Time and place of regular meetings*

54956 *Special Meetings*

54957 *Closed session personnel matters*

54957.1 *Closed session, public report of action taken*

54957.6 *Closed sessions regarding employee matters*

UNITED STATES CODE, TITLE 26

105 *Self-insured medical reimbursement plan; definition of highly compensated individual*

UNITED STATES CODE, TITLE 42

300gg-16 *Group health plan; nondiscrimination in favor of highly compensated individuals*

CODE OF FEDERAL REGULATIONS

1.105-11 *Self-insured medical reimbursement plan*

COURT DECISIONS

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, 2015

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

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

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

Office of the Attorney General, Department of Justice: <http://caag.state.ca.us/>

FOOD SERVICE OPERATIONS/CAFETERIA FUND

The Board of Trustees intends that, ~~insofar as possible~~, school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all food services ~~administrators and personnel~~ possess ~~appropriate~~ **[the required]** qualifications and receive ongoing professional development related to the effective management and implementation of the district's food services program.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

[In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.]

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. **[Such students shall not be overtly identified or treated differently from other students.]**

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

(cf. 3553 - Free and Reduced Price Meals)

[cf. 5145.3 – Nondiscrimination/Harassment)]

~~Meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.~~

[The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, and shall clearly communicate these procedures and related district policies to students and parents/guardians. The procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance, and shall not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.]

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

[(cf. 3230 Federal Grant Funds)]

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or ~~food service~~ management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

[Procurement of Foods]

[To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)]

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the exception.

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program, with federal requirements related to maintenance of the nonprofit school food service account, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 – Nutrition Program, Compliance)

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services; restrictions

49490-49493 School breakfast and lunch programs

49500-49505 School meals

49554 Contract for services

[49550-49562 Meals for the needy students]

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Legal Reference: continued

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

[200.56 Indirect costs, definition

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals]

~~255 Cost Principles for State, Local, and Indian Tribal Governments~~

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administration Manual

[Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments and Excess Student Account Balances, Management bulletin, USDA-SNP-06-2015, May 2015

Cafeteria Funds—Allowable Uses, Management Bulletin NSD-SNP-07-2013, May 2013

Paid Lunch Equity Requirement, Management Bulletin USDA-SNP-16-2012, October 2012

Storage and Inventory Management of United States Department of Agriculture (USDA)

Donated Foods, Management Bulletin USDA-FDP-02-2010, August 2010

Clarification for the Use of Alternative Meals in the National School Lunch and School Breakfast Programs; and the Handling of Unpaid Meal Charges, Management Bulletin USDA-SNP-01-2008, February 2008

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

~~Financial Management of the School Meal Programs, Correspondence, August 30, 2013~~

[Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities, 2014 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP-2016, July 2016

Compliance with the Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

U.S. DEPARTMENT OF EDUCATION GUIDANCE

FAQs About School Meals

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

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

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

TEMPORARY ATHLETIC TEAM COACHES

The Board of Trustees desires to employ highly qualified coaches for the district's sports and interscholastic athletic programs in order to enhance the knowledge, skills, motivation, and safety of student athletes.

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee may ~~employ~~ **[hire]** a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. (5 CCR 5590)

(cf. 4121 - Temporary/Substitute Personnel)

When hiring a person to fill a position as a temporary athletic team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

All coaches shall be subject to Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.63 - Steroids)

[(5141.1 - Child Abuse Prevention and Reporting)]

Noncertificated coaches have no authority to give grades to students. (5 CCR 5591)

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

Qualifications

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning his/her duties, **[submit to the Superintendent or designee either an Activity Supervisory Clearance Certificate issued by the Commission on Teacher Credentialing or obtain a Department of Justice and Federal Bureau of Investigation criminal background check through the district [background clearance].** (Education Code 49024)

~~An individual who possesses a current Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, issued prior to July 9, 2010, shall have satisfied district requirements for the criminal background check. (Education Code 49024)~~

(cf. 1240 - Volunteer Assistance)

TEMPORARY ATHLETIC TEAM COACHES (continued)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)

(cf. 4212.5 - Criminal Record Check)

[Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5CCR 5594)

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6 and 49032, and district policy.]

Legal Reference: see next page

TEMPORARY ATHLETIC TEAM COACHES

Legal Reference:

EDUCATION CODE

35179-35179.7 Interscholastic athletics

[33479-33479.9 *The Eric Parades Sudden Cardiac Prevention Act*]

44010 Sex offense

44011 Controlled substance offense

44332-44332.5 Temporary certificates

44424 Conviction of a crime

44808 Liability when students are not on school property

[44916 *Written statement indicating employment status*]

44919 Classification of temporary employees

45125.01 Interagency agreements for criminal record information

45347 Instructional aides subject to requirements for classified staff

45349 Use of volunteers to supervise or instruct students

49024 Activity Supervisor Clearance Certificate

49030-49034 Performance-enhancing substances

49406 Examination for tuberculosis

CODE OF REGULATIONS, TITLE 5

5531 Supervision of extracurricular activities

5590-5596 Duties of temporary athletic team coaches

COURT DECISIONS

Neily v. Manhattan Beach Unified School District, (2011) 192 Cal. App. 4th 187

Kavanaugh v. West Sonoma County Union High School District, (2003) 29 Cal. 4th 911

CTA v. Rialto Unified School District, (1997) 14 Cal. 4th 627

San Jose Teachers Association, CTA, NEA v. Barozzi, (1991) 230 Cal.App.3d 1376

Management Resources:

CSBA PUBLICATIONS

Steroids and Students: What Boards Need to Know, Policy Brief, July 2005

A School Board Member's Guide to CIF and Interscholastic Sports, 1997

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

Pursuing Victory with Honor, 1999

California Interscholastic Federation Constitution and Bylaws

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), July 20, 2010

WEB SITES

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

California Athletic Trainers' Association: <http://www.ca-at.org>

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

California Interscholastic Federation: <http://www.cifstate.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Athletic Trainers' Association: <http://www.nata.org>

CONTRACTS

The Board of Trustees recognizes the importance of **[employing]** qualified and competent individuals to lead **[manage]** district programs and to assist the Superintendent in coordinating efforts to achieve district goals and objectives. To that end, the Board may fill certificated administrative and supervisory positions and classified senior management positions on a contract basis.

(cf. 0000 - Vision)

(cf. 2121 - Superintendent's Contract)

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4313.2 - Demotion/Reassignment)

(cf. 4314 - Transfers)

The Board may offer a continuing contract of up to four years to any deputy, associate, or assistant superintendent; any certificated employee holding a position requiring a supervision or administration credential; or any senior manager of the classified service. (Education Code 35031, 44929.20)

Prior to entering into any such contract, the Board and Superintendent shall consider the financial impact of the contract on the district. The proposed contract shall also be reviewed by legal counsel to ensure that all legally required provisions are included in the contract and to address any potentially adverse obligations to the district.

(cf. 3460 - Financial Reports and Accountability)

The Board shall deliberate in the closed session of a regular meeting about the terms of an employment contract for a deputy, associate, or assistant superintendent; other certificated employee holding a position requiring a supervision or administration credential; or a senior manager of the classified service. **[Discussions regarding salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception") for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the employee. Such deliberations shall not be held during a special meeting. (Government Code [54956,] 54957[, 54957.6])]**

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

~~Any such employment contract shall be ratified by [T]the Board~~ **[shall take final action on an employment contract during an open session of a regularly scheduled Board meeting and that action shall be] reflected in the Board's minutes. [At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on salary or compensation in the form of fringe benefits. Copies of the contracts shall be available to the public upon request. (Government Code [3511.1,] 53262[, 54953])]**

CONTRACTS (continued)

(cf. 1340 - Access to District Records)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9324 - Minutes and Recordings)

Extension of Contract and Reemployment

A contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the employee's performance. No employment contract shall include a provision for automatic renewal of the contract.

(cf. 4315 - Evaluation/Supervision)

During the term of the contract and with the consent of the employee involved, the Board may reelect or reemploy the employee starting on the next succeeding first day of July and based on terms and conditions mutually agreed upon by the Board and the employee. (Education Code 35031)

If the Board decides not to reelect or reemploy a deputy, associate, or assistant superintendent or a senior manager of the classified service upon the expiration of his/her term, it shall notify the employee in writing 45 days prior to the expiration of the term of the contract. (Education Code 35031)

[(cf. 4112.9/4212.9/4312.9 – Employee Notifications)]

Termination of Contract

[The Board may terminate an employment contract prior to its expiration date in accordance with the conditions and process specified in the contract.]

Every employee contract shall include a provision specifying the legal maximum cash settlement that the employee may receive in the event that the **[contract is]** ~~Board finds it necessary to terminate[d] the contract~~ prior to its expiration date. (Government Code **[3511.2,]** 53260)

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In addition, all employee contracts shall include a provision that, if the employee is convicted of a crime involving an abuse of his/her office or position, he/she shall fully reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination and for any funds expended by the district in his/her criminal legal defense. (Government Code 53243-53243.4, 53260)

Legal Reference: (see next page)

CONTRACTS (continued)

Legal Reference:

EDUCATION CODE

35030 Title of deputy, associate or assistant superintendent for certain positions

35031 Term of employment

44842 Automatic declining of employment

44843 Notice of employment to county superintendent

44929.20 Continuing contract

44951 Continuation in position unless notified

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

53243-53243.4 Abuse of office

53260-53264 Employment contracts

[54953 Oral summary of recommended salary and benefits of district executive]

54954 Time and place of regular meetings

54956 Brown Act - Open meeting laws; special meetings

54957 Closed session, personnel matters

[ATTORNEY GENERAL OPINIONS]

57 Ops.Cal.Atty.Gen.209 (1974)

Management Resources:

[ATTORNEY GENERAL PUBLICATIONS]

The Brown Act: Open Meetings for Local Legislative Bodies, 2003]

CSBA PUBLICATIONS

Maximizing School Board Governance: The Board's Relationship to District Staff, 2007

WEB SITES

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

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

[California Office of the Attorney General: <http://oag.ca.gov>]

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

SCIENCE INSTRUCTION

The Board of Trustees believes that science education should focus on giving students an understanding of **[the biological and physical aspects of science,]** key scientific concepts and ~~a capacity for scientific ways of thinking~~ **[methods of scientific inquiry and investigation]**. Students should become familiar with the natural world and the interrelation~~ship~~ of science, mathematics~~,~~ and technology~~, and engineering]~~. As part of their science instruction, students should learn how to apply scientific knowledge and ~~ways of thinking for individual and social purposes~~ **[reasoning]**.

(cf. 0440 - District Technology Plan)

[(cf. 5145.8 – Refusal to Harm or Destroy Animals)]

(cf. 6142.92 - Mathematics Instruction)

(cf. 6143 - Courses of Study)

[(cf. 6146.1 – High School Graduation Requirements)]

~~As a matter of principle, science teachers are professionally bound to limit their teaching to content that meets the criteria of scientific fact, hypothesis and theory as these terms are used in natural sciences. A scientific fact is an understanding based on confirmable observations and is subject to test and rejection. A scientific hypothesis is an attempt to frame a question as a testable proposition. A scientific theory organizes and explains a range of natural phenomena on the basis of facts and hypotheses. Scientific theories are constantly subject to testing, modification and refutation as new evidence and new ideas emerge.~~

Philosophical and religious theories **[that]** are based, at least in part, on faith, and are not subject to scientific test and refutation. ~~Such beliefs shall not be discussed in science classes, but may be addressed in the social science and language arts curricula~~ **[instruction]**.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6142.91 – Reading/Language Arts Instruction)

[The district's academic standards for science instruction shall meet or exceed the California Next Generation Science Standards (CA-NGSS). The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.]

(cf. 6011 – Academic Standards)

(cf. 6141 – Curriculum Development and Evaluation)

(cf. 6161.1 – Selection and Evaluation of Instructional Materials)]

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

(cf. 0460 – Local Control and Accountability Plan)]

SCIENCE INSTRUCTION (continued)

[The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific.

(cf. 4131 – Staff Development)

(cf. 4331 – Staff Development)

The Superintendent or designee shall develop and implement appropriate safety measures for science laboratory classes, including, but not limited to, staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to blood-borne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation procedures. Parents/guardians shall be informed of the types of science laboratory activities that will be conducted and encouraged to sign consent forms that their child's participation.

(cf. 3514.1 – Hazardous Substances)

(cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens)

(cf. 4157/4257/4357 – Employee Safety)

(cf. – 5142 Safety)

The Superintendent or designee shall regularly report to the Board regarding the implementation and effectiveness of the science curriculum at each grade level. At a minimum, each report shall address the extent to which the program is aligned with the CA-NGSS, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

(cf. 0500 – Accountability)

(cf. 6162.51 – State Academic Achievement Tests)]

Legal Reference: see next page

SCIENCE INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

[8774 Residential outdoor science program]

32030-32034 Eye safety

32255-3255.6 Student's right to refrain from harmful or destructive use of animals

33475-33475.5 Model curriculum on stem cell science

49340-49341 Hazardous substances education]

51210 Areas of study, grades 1 through 6

[5120.3 Elementary science coach]

51220 Areas of study, grades 7 through 12

[51225.3 High school graduation]

[52060-52077 Local control and accountability plan

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

14030 Science laboratories, design specifications

CODE OF REGULATIONS, TITLE 8

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan]

Management Resources:

CSBA PUBLICATIONS

[Supporting Implementation of the California Next Generation Science Standards (CA-NGSS), Governance Brief, November 2016]

CDE PUBLICATIONS

Science Framework for California Public Schools, 1990 [Kindergarten Through Grade Twelve, 2016

[Next Generation Science Standards Systems Implementation Plan for California, 2014

[California Next Generation Science Standards, 2013

Science Safety Handbook for California Public Schools, 2012

WEB SITES

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

California Alliance for Next Generation Science Standards:

<http://cdfoundation.org/stem/ca4ngss>

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

California Science Teachers Association: <http://www.cascience.org>

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

SBE POLICIES

Policy Statement on the Teaching of Natural Sciences, January 13, 1989

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

The Board of Trustees recognizes that extracurricular and cocurricular activities enrich the educational and social development ~~and experiences~~ of students['] **feelings of connectedness with the schools**]. The district shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

*[(cf. 1330 – Use of School Facilities)
(cf. 5137 – Positive School Climate)
(cf. 6145.2 – Athletic Competition)
(cf. 5148.2 – Before/After School Programs)]*

~~No extracurricular or cocurricular program or activity shall be provided or conducted separately, and no district student's participation in extracurricular and cocurricular activities shall be required or refused, based on the student's sex, gender, sexual orientation, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. Requirements for participation in extracurricular and cocurricular activities shall be limited to those that are essential to the success of the activity.~~ **[Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. No extracurricular or Cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall nay student's participation in an extracurricular or Cocurricular activity be required or refused on those bases. (5 CCR 4925)]**

*(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
[(cf. 6145.5 – Student Organizations and Equal Access)]*

Any complaint **[alleging unlawful discrimination in]** ~~regarding~~ the district's extracurricular and cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

[Unless specifically authorized by law, N[n]o student shall be [charged a fee for his/her] prohibited from participating[on] in [educational activities, including] extracurricular and cocurricular activities related to the educational program because of inability to pay fees associated with the activity [and materials or equipment related to such activities]. [(Education Code 49010, 49011)]

*(cf. 3260 - Fees and Charges)
[(cf. 3452 – Student Activity Funds)]*

Eligibility Requirements

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

To be eligible to participate in extracurricular and cocurricular activities, students in grades 7-12 must demonstrate satisfactory educational progress in the previous grading period, including, but not limited to: (Education Code 35160.5)

1. Maintenance of a minimum of 2.0 grade point average on a 4.0 scale [**scale in all enrolled classes**]
2. Maintenance of minimum progress toward meeting high school graduation requirements

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

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

The Superintendent or designee may grant ineligible students a probationary period of not more than **[to exceed]** one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. **[(Education Code 35160.5)]**

(cf. 6164.5 - Student Success Teams)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer School)

(cf. 6179 - Supplemental Instruction)

Any decision regarding the eligibility of **[a homeless student,]** ~~any child in foster care~~ **[youth]** or a child of a **[n active duty]** military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.

[(cf. 6173 - Education for Homeless Children)]

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Student Conduct at Extracurricular/Cocurricular Events

When attending or participating in extracurricular and/or cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5144 - Discipline)

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6145.2 - Athletic Competition)

Annual Policy Review

The Board shall annually review this policy and implementing regulations. [(Education Code 35160.5)]

Legal Reference: (see next page)

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)*Legal Reference:*EDUCATION CODE35145 *Public meetings*35160.5 *District policy rules and regulations; requirements; matters subject to regulation*35179 *Interscholastic athletics; associations or consortia*35181 *Students' responsibilities*48850 *Participation of [homeless students and] foster youth in extracurricular activities and interscholastic sports*48930-48938 *Student organizations***[49010-49013 *Student fees*]****[49024 *Activity Supervisor Clearance Certificate*]**49700-49704 *Education of children of military families***CALIFORNIA CONSTITUTION****[Article 9, Section 5 *Common school system*]**CODE OF REGULATIONS, TITLE 5350 *Fees not permitted*4900-4965 *Nondiscrimination in elementary and secondary education programs receiving state financial assistance*5531 *Supervision of extracurricular activities of pupils*UNITED STATES CODE, TITLE 422000h-2-2000h-6 *Title IX, 1972 Education Act Amendments*COURT DECISIONSHartzell v. Connell, (1984) 35 Cal. 3d 899*Management Resources:***DEPARTMENT OF EDUCATION PUBLICATIONS***Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013***CALIFORNIA TASK FORCE REPORT TO THE LEGISLATURE***Compact on Educational Opportunity for Military Children: Preliminary Final Report, March 2009***COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS***Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), Coded Correspondence 10-11, July 20, 2010*WEB SITES**[CSBA: <http://www.csba.org>***California Association of Directors of Activities: <http://www.cadal.org>**California Department of Education, Educational Options Office: <http://www.cde.ca.gov/ls/pf/me>**California Department of Education, Foster Youth Services: <http://www.cde.ca.gov/ls/pf/fy/>***[California Interscholastic Federation: <http://www.cifstate.org>****[Commission on Teacher Credentialing: <http://www.ctc.ca.gov>**

ATHLETIC COMPETITION

The Board of Trustees recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The **[district's]** athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 5030 - Student Wellness)

(cf. 5137 - Positive School Climate)

(cf. 6142.7 - Physical Education and Activity)

(cf. 7110 - Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

(cf. 1260 - Educational Foundation)

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 1325 - Advertising and Promotion)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 3290 - Gifts, Grants and Bequests)

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law-**[, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname.]** The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females-**[, and that students are permitted to participate in athletic activities consistent with their gender identity.]**

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Any complaint regarding the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

ATHLETIC COMPETITION (continued)

California Interscholastic Federation

The Board maintains membership **[Any district school that participates]** in the California Interscholastic Federation (CIF) **[shall conduct its athletic activities in accordance with and requires that interscholastic athletic activities be conducted in accordance with Board policy, administrative regulations, and CIF bylaws and rules [and any applicable district policy and regulation].** The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

~~Upon recommendation of the Superintendent, t~~**[T]**he Board shall annually designate an employee from each high school to serve as a representative to the local CIF league. ~~Appointees shall represent the district in performing all duties required by the CIF league. In making this selection, the Board shall consider the employee's~~ **[The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic and extra-curricular activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and individual interpersonal communication and leadership skills.]**

The **[designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league,** ~~Superintendent or designee shall ensure that the district representatives to CIF~~ **[and]** report regularly to the Board on league, section, and statewide issues, ~~as well as activities and prospective actions related to athletic programs.~~

(cf. 0500 - Accountability)

Student Eligibility

Eligibility requirements for participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement and residency, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

(cf. 3530 - Risk Management/Insurance)

(cf. 5111.1 - District Residency)

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6146.1 - High School Graduation Requirements)

[(cf. 6173 - Education for Homeless Children)]

~~*(cf. 6162.52 - High School Exit Examination)*~~

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy CIF eligibility requirements.

ATHLETIC COMPETITION (continued)

Students shall not be charged a fee to participate in an athletic program-[, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.]

(cf. 3260 - Fees and Charges)
[(cf. 5143 - Insurance)]

Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Codes of Conduct adopted by CIF.

Students and staff may be subject to disciplinary action for improper conduct.

(cf. 3515.2 - Disruptions)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.4 - Student Disturbances)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

(cf. 5131.61 - Drug Testing)
(cf. 5131.63 - Steroids)
(cf. 5141.3 - Health Examinations)
(cf. 5141.6 - School Health Services)
(cf. 5141.7 - Sun Safety)
(cf. 5143 - Insurance)

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

(cf. 5142 - Safety)

ATHLETIC COMPETITION (continued)

In the event that [of] an injury [or perceived imminent risk to a student's health, such as a concussion or passing out, fainting, or other sign of sudden cardiac arrest, during or immediately after an athletic activity,] occurs, the coach or other appropriate district employee [who is present] shall ~~observe universal precautions and shall remove the student athlete from the activity[, observe universal precautions in handling blood or other bodily fluid,]~~ and/or seek medical treatment for the student as appropriate.

(cf. 4119.42/4219.42/4319.42 - *Exposure Control Plan for Bloodborne Pathogens*)

(cf. 4119.43/4219.43/4319.43 - *Universal Precautions*)

(cf. 5141 - *Health Care and Emergencies*)

(cf. 5141.21 - *Administering Medication and Monitoring Health Conditions*)

(cf. 5141.22 - *Infectious Diseases*)

[Whenever an injury is suffered by a student, the Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.]

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

~~270-271 Athletes' Bill of Rights~~

17578 Cleaning and sterilizing of football equipment

17580-17581 Football equipment

32221.5 Required insurance for athletic activities

33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program

33354 California Department of Education authority over interscholastic athletics

[33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention]

35160.5 District policies; rules and regulations

35179 Interscholastic athletics

[35179.1 California High School Coaching Education and Training Program

48850 Interscholastic athletics; students in foster care **[and homeless students]**

48900 Grounds for suspension and expulsion

48930-48938 Student organizations

[49010-49013 Student fees]

49020-49023 Athletic programs; legislative intent, equal opportunity

49030-49034 Performance-enhancing substances

49458 Health examinations, interscholastic athletic program

49475 Health and safety, concussions and head injuries

49700-49701 Education of children of military families

51242 Exemption from physical education for high school students in interscholastic athletic program

PENAL CODE

245.6 Hazing

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs, especially:

4920-4922 Nondiscrimination in intramural, interscholastic, and club activities

5531 Supervision of extracurricular activities of students

5590-5596 Employment of noncertificated coaches

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

CODE OF FEDERAL REGULATIONS, TITLE 34

106.31 Nondiscrimination on the basis of sex in education programs or activities

ATHLETIC COMPETITION (continued)

106.33 Comparable facilities
 106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Mansourian v. Regents of University of California, (2010) 594 F. 3d 1095
Kahn v. East Side Union High School District, (2004) 31 Cal. 4th 990t
McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275
Hartzell v. Connell, (1984) 35 Cal. 3d 899

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Student Fees Litigation Update, Education Legal Alliance Advisory, May 20, 2011
A School Board Member's Guide to CIF and Interscholastic Sports, 1997
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

California Interscholastic Federation Constitution and Bylaws
A Guide to Equity in Athletics

[Guidelines for Gender Identity Participation

Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

Pursuing Victory with Honor, 1999

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

Acute Concussion Evaluation (ACE) Care Plan, 2006

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS OFFICE FOR CIVIL RIGHTS

[Withdrawal of Dear Colleague Letter on Transgender Students, Dear Colleague Letter, February 22, 2017

Intercollegiate Athletics Policy Clarification: The Three-Part Test - Part Three, Dear Colleague letter, April 20, 2010

WEB SITES

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

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

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources: <http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment: <http://www.nocsae.org>

U.S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

WORK-BASED LEARNING

The Board of Trustees desires to facilitate the preparation of secondary school students for college and career by providing work-based learning opportunities which link classroom learning with real-world experiences. **[The district's [w]Work-based learning [program] opportunities offered by the district shall be designed to teach the skills, attitudes, and knowledge necessary for successful employment and to reinforce mastery of both academic and career technical education (CTE) standards.**

(cf. 6000 - Concepts and Roles)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

~~Work-based learning opportunities offered by the district may include paid and/or unpaid work experiences, including, but not limited to, work experience education as defined in Education Code 51764, cooperative CTE or community classrooms as defined in Education Code 52372.1, job shadowing as defined in Education Code 51769, student internships, apprenticeships, service learning, employment in social/civic or school-based enterprises, and technology-based or other simulated work experiences.~~

[The district's work-based learning program may offer opportunities for paid and/or unpaid work experiences, including, but not limited to:

- 1. Work experience education as defined in Education Code 51764**
- 2. Cooperative CTE or community classrooms as defined in Education Code 52372.1**
- 3. Job shadowing experience as defined in Education Code 51769**
- 4. Student internships**
- 5. Apprenticeships**
- 6. Service learning**
- 7. Employment in social/civic or school-based enterprises**
- 8. Technology-based or other simulated work experiences]**

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

[The Superintendent or designee may provide students employment opportunities with public and private employers in areas within or outside the district, including in any contiguous state. (Education Code 51768)]

WORK-BASED LEARNING (continued)

[The Board may elect to pay wages to students participating in a work-based learning program, but shall not make payments to or for private employers except for students with disabilities who are participating in work experience education programs funded by the state for such students. (Education Code 51768)]

[Any District plan for work-based learning shall be submitted to the Board for approval. When required, the plan shall be submitted to the California Department of Education or other state agency or official.]

The Superintendent or designee shall involve local businesses or business organizations in planning and implementing work-based learning opportunities that support the district's vision and goals for student learning and local workforce development efforts. He/she also may work with postsecondary institutions, community organizations, and others to identify opportunities for work-based learning.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 6020 - Parent Involvement)

When required by law, the Superintendent or designee shall develop a written training agreement with the employer that describes the conditions and requirements to be met by all parties and shall develop an individual training plan for each student which outlines the objectives or competencies that the student is expected to accomplish at the work site. (5 CCR 10070-10071, 10087, 10108)

[To ensure appropriate guidance and supervision of participating students and maximize the educational benefit from placement in any work-based learning program, [d]istrict staff shall coordinate with the workplace supervisor[s] or mentor[s.]
~~to ensure appropriate guidance and supervision of participating students and maximum educational benefit from placement in the program.~~

A minor student shall be **[allowed]** ~~issued a work permit before beginning employment through a paid work-based learning program~~ **[only if he/she has been issued a work permit,]** in accordance with law, Board policy, and administrative regulation. (Education Code 49113, 49160)

(cf. 5113.2 - Work Permits)

All laws or rules applicable to minors in employment relationships shall be applicable to students enrolled in work-based learning programs. (Education Code 51763)

The Superintendent or designee shall ensure that any student participating in a work-based learning program off school grounds is covered under the employer's or district's insurance, as applicable, in the event the student is injured.

WORK-BASED LEARNING (continued)

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

The Superintendent or designee shall ensure that any teacher-coordinator of a work-based learning program possesses the appropriate credential issued by the Commission on Teacher Credentialing. (5 CCR 10075, 10080, 10100)

(cf. 4112.2 - Certification)

The Superintendent or designee shall maintain records for each student's participation in the **[district's work-based learning]** program, including, but not limited to, the student's individualized training plan, ~~his/her~~ employment hours and job site, work permit if applicable, employer's report of student's attendance and job performance, the teacher-coordinator's consultations and observations, and the student's grade and credits earned.

(cf. 5125 - Student Records)

The Superintendent or designee shall periodically report to the Board regarding program implementation and effectiveness, including, but not limited to, rates of student participation in work-based learning programs and assessment results of participating students.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

WORK-BASED LEARNING (continued)*Legal Reference:*EDUCATION CODE

35208 *Liability insurance*
 46144 *Minimum school day for work experience program*
 46147 *Exception for minimum day; students in last semester or quarter of grade 12*
 46300 *Method of computing ADA*
 48402 *Enrollment in continuation education, minors not regularly employed*
 49110-49119 *Permits to work*
 49160 *Permits to work, duties of employer*
 51760-51769.5 *Work-based learning*
 52300-52499.66 *Career technical education*
 54690-54697 *Partnership academies*
 56026 *Students with exceptional needs*
 52372.1 *Community classrooms and cooperative career technical education programs*

LABOR CODE

1285-1312 *Employment of minors*
 1391-1394 *Working hours for minors*
 3070-3099.5 *Apprenticeship*
 3200-6002 *Workers' compensation and insurance*

CODE OF REGULATIONS, TITLE 5

1635 *Credit for work experience education*
 10070-10075 *Work experience education*
 10080-10090 *Community classrooms*
 10100-10111 *Cooperative career technical education programs*

UNITED STATES CODE, TITLE 20

2301-2414 *Carl D. Perkins Career and Technical Education Act of 2006*

CODE OF FEDERAL REGULATIONS, TITLE 29

570.35a *Work experience programs*

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS[Work Experience Education GuideCalifornia Career Technical Education Model Curriculum Standards, 2013]Multiple Pathways to Student Success: Envisioning the New California High School, 20102008-2012 California State Plan for Career Technical Education, 2008Career Technical Education Framework for California Public Schools: Grades Seven Through Twelve, 2007Work Experience Education GuideCALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONSChild Labor Laws, 2000WEST ED PUBLICATIONSWork-Based Learning in California: Opportunities and Models for Expansion, 2009WEB SITES

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

California Association of Work Experience Educators: <http://www.cawee.org>

California Department of Education, Work Experience Education: <http://www.cde.ca.gov/ci/ct/we>

California Department of Industrial Relations: <http://www.dir.ca.gov>

Linked Learning Alliance: <http://www.linkedlearning.org>

WestEd: <http://www.wested.org>

Policy
 adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
 Georgetown, California

GENERAL OBLIGATION BONDS

The Board of Trustees recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. When the Board determines that it is in the best interest of district students, it may order an election on the question of whether bonds shall be issued to pay for school facilities.

(cf. 1160 - Political Processes)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

The Board[‘s decision to order a bond election, as well as its determination regarding the appropriate amount, timing, and structure of the bond insurance, shall be consistent] shall determine the appropriate amount of the bond in accordance with law [and the district’s debt management policy].

[Before ordering a bond election, the Board shall obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)]

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

Bonds Requiring 55 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board agree to such an election, the Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55 percent majority of the voters. (Education Code 15266)

(cf. 9323.2-Actions by the Board)

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the school district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district shall be used only for the following purposes: (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities
2. The acquisition or lease of real property for school facilities

GENERAL OBLIGATION BONDS (continued)

3. The refunding of any outstanding debt issuance used for the purposes specified in items #1-2 above.

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. ~~A requirement~~ **[Certification]** that proceeds from the sale of the bonds be used only for the purposes specified in items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses
2. A list of specific school facility projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

(cf. 0440 - District Technology Plan)
 (cf. 0450 - Comprehensive Safety Plan)
 (cf. 6151 - Class Size)

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed
4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278 and the accompanying administrative regulation. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

(cf. 1220 - Citizen Advisory Committees)
 (cf. 9324 - Minutes and Recordings)

The Superintendent or designee shall ensure that the annual, independent performance and financial audits conducted pursuant to items #3 and #4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards and submitted to the citizens' oversight committee at the same time they are submitted to him/her and no later than March 31 of each year. (Education Code 15286)

The Board shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns addressed in the performance and financial audits within three months of receiving the audits. (Education Code 15280)

GENERAL OBLIGATION BONDS (continued)

The Board may disband the citizens' oversight committee when the committee has completed its review of the final performance and financial audits.

Bonds Requiring 66.67 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and Article 13A, Section 1(b)(2) of the California Constitution. If a majority of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

The Bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election, or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

[Subject to limits specified in Article 13A, Section 1 of the California Constitution,]
B[b]onds shall be sold to raise money for any of the following purposes: (Education Code 15100)

1. Purchasing school lots
2. Building or purchasing school buildings
3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity
5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. Permanently improving school grounds
7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans
8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577
9. Purchasing school buses with a useful life of at least 20 years

GENERAL OBLIGATION BONDS (continued)

10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by order of the Board and entered into the minutes. (Education Code 15100)

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

Certificate of Results

If the certificate of election results received by the Board shows that the appropriate majority of the voters are in favor of issuing the bonds, the Board shall record that fact in its minutes. The Board shall then certify to the county board of supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

Resolution Regarding Sale of Bonds

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution to issue the sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable. (Education Code 15140[; Government Code 53508.6])

In passing the resolution, the Board shall consider each available funding instrument, including, but not limited to the costs associated with each and their relative suitability for the project to be financed.

Prior to the sale of bonds, the Board shall ~~disclose, as~~ **[place]** an agenda item at a public meeting, ~~either in~~ **[and adopt as part of]** the bond issuance resolution or **[in]** a separate resolution, **[disclosures of the]** available funding instruments, the costs and suitability of each, and all of the following information: (Education Code 15146; Government Code 53508.9)

1. Express approval of the method of sale (i.e., competitive, negotiated, or hybrid)
2. Statement of the reasons for the method of sale selected
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is

GENERAL OBLIGATION BONDS (continued)

adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected

4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs and expenses of issuing the bonds

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), items #1-4 above and the financing term and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the district over the term of the bonds shall be included in the resolution to be adopted by the Board. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board shall be presented with following: (Education code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest
2. A comparison to the overall Cost of current interest bonds
3. The reason bonds that allow for the compounding of interest are being recommended
4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board

[At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC) (Government Code 8855)]

After the sale, the Board shall be presented with the actual cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the California Debt and Investment Advisory Commission. (Education Code 15146; Government Code 53509.5)

Bonds Anticipation Notes

GENERAL OBLIGATION BONDS (continued)

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully available for that purpose, including state grants. Interest payments may also be made from such sources. However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. **[A resolution of the Board authorizes the property tax for that purpose.**
2. **The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds.]**

A bond anticipation note may be issued only if the tax rate levied to pay interest on the note would not cause the district to exceed the tax rate limitation set forth in Education Code 15268 or 15270, as applicable.

[Deposit of Bonds Proceeds

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)]

*Legal Reference:*EDUCATION CODE

7054 *Use of district property, campaign purposes*

15100-15254 *Bonds for school districts and community college districts*

15264-15288 *Strict Accountability in Local School Construction Bonds Act of 2000*

17577 *Sewers and drains*

47614 *Charter school facilities*

EDUCATION CODE

7054 *Use of district property, campaign purposes*

15100-15254 *Bonds for school districts and community college districts*

15264-15288 *Strict Accountability in Local School Construction Bonds Act of 2000*

17577 *Sewers and drains*

47614 *Charter school facilities*

GENERAL OBLIGATION BONDS (continued)

Legal Reference:continued

ELECTIONS CODE

324 General election
328 Local election
341 Primary election
348 Regular election
356 Special election
357 Statewide election
1302 School district election
15372 Elections official certificate

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers
1125-1129 Incompatible activities
8855 California Debt and Investment Advisory Commission
53506-53509.5 General obligation bonds
53580-53595.5 Bonds
54952 Definition of legislative body, Brown Act

CALIFORNIA CONSTITUTION

Article 13A, Section 1 Tax limitation
Article 16, Section 18 Debt limit

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356

ATTORNEY GENERAL OPINIONS

[99 Ops.Cal.Atty.Gen 18 (2016)]
88 Ops.Cal.Atty.Gen. 46 (2005)
87 Ops.Cal.Atty.Gen. 157 (2004)

Management Resources:

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[California's Challenge: Adequately Funding Education in the 21st Century, December 2015]
Bond Sales-Questions and Consideration for Districts, Governance Brief, December 2012
Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011

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An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016
Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015
Investment of Bond Proceeds, Best Practice, September 2014
Selecting and Managing Municipal Advisors, Best Practice, February 2014
Debt Management Policy, Best Practice, October 2012
Analyzing and Issuing Refunding Bonds, Best Practice, February 2011]

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California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>
California Department of Education: <http://www.cde.ca.gov>
California Office of Public School Construction: <http://www.opsc.dgs.ca.gov>
[Government Finance Officers Association: <http://www.gfoa.org>
Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA):
<http://www.emma.msrb.org/>

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Board of Trustees recognizes that electronic communication ~~among~~ **[is an efficient and convenient way for]** Board members ~~and between Board members, district administration, and members of the public~~ is an efficient and convenient way to communicate and expedite the exchange of information **[within the district and with members of the public.]** ~~and to help keep the community informed about the goals, programs, and achievements of the district and its schools.~~ Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting **[nor to circumvent the public's right o access records regarding district business].**

(cf. 1100 - Communication with the Public)

(cf. 6020 - Parent Involvement)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

[In addition, Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.]

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the press shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3320 - Claims and Actions Against the District)

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

(cf. 9005 - Governance Standards)
(cf. 9121 - Board President)
(cf. 9200 - Limits of Board Member Authority)
(cf. 9270 - Conflict of Interest)

~~In order to minimize the risk of improper disclosure, Board members shall avoid reference to confidential information and information acquired during closed session.~~

~~*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*~~
~~*(cf. 5125 - Student Records)*~~
~~*(cf. 9011 - Disclosure of Confidential/Privileged Information)*~~
~~*(cf. 9321 - Closed Session Purposes and Agendas)*~~

~~Board members may use electronic communications to discuss matters other than district business with each other, regardless of the number of members participating in the discussion.~~

~~Like other writings concerning district business, a Board member's electronic communication may be subject to disclosure under the California Public Records Act.~~

[To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage for easy retrieval.]

(cf. 1340 - Access to District Records)
[cf. 3580 - District Records]

Legal Reference: see next page

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings

35145 Public meetings

35145.5 Agenda; public participation; regulations

35147 Open meeting law exceptions and applications

GOVERNMENT CODE

11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54952.2 Meeting, defined

54953 Meetings to be open and public; attendance

54954.2 Agenda posting requirements, board actions

COURT DECISIONS

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

[Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017]

The Brown Act: School Boards and Open Meeting Laws, rev. 2003 [2014]

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. 2007

WEB SITES

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

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

~~Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>~~

[California Attorney General's Office: <http://oag.ca.gov>]

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.1 Local Control and Accountability Plan

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent
Mrs. Tricia Kowalski, Chief Business Official

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

BACKGROUND: The Local Control and Accountability Plan (LCAP) was established in the Education Code to serve as a blueprint for District's actions and expenditures to support student outcomes. Our District first had a public hearing of our draft plan on June 5, 2017 and then presented the plan for adoption by the Board of Trustees on June 8, 2017.

This LCAP reflects the requirements of new law (AB 97 and SB 97, 2013) related to the development of a three-year local control and accountability plan (LCAP) by July 1, 2017, and an update of the LCAP on or before July 1 of each subsequent year. The policy addresses the importance of comprehensive planning, optional local priorities to add to the state priorities specified in law, requirement for consultation with specified groups on plan development, board adoption of LCAP, submission of the approved LCAP to the county superintendent, the board's role in monitoring district progress, and circumstances under which the district may receive technical assistance or intervention to improve student outcomes.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.2 2017-18 Annual Budget & Statement of Reason for in Excess of Minimum

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent
Mrs. Tricia Kowalski, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees adopt the projected 2017-18 Annual Budget & Statement of Reason for in Excess of Minimum.

BACKGROUND: The Board of Trustees shall adopt a sound budget for each fiscal year (before July 1) which is aligned with the district's vision, goals, priorities, Local Control and Accountability Plan (LCAP) and other comprehensive plans. The Board of Trustees shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

At a public meeting held on a date after the public hearing on the budget, the Board of Trustees shall adopt the budget following its adoption of the LCAP or an annual update to the LCAP at the same meeting. The budget shall include the expenditures necessary to implement the LCAP or annual update to the LCAP.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
American River Charter School

AGENDA ITEM: 13.3 Local Control and Accountability Plan

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent
 Mrs. Sally Dyck, Director

RECOMMENDATION: It is recommended that the Board of Trustees approve the Local Control and Accountability Plan and 2017-18 Annual Report for American River Charter School.

BACKGROUND: The Local Control and Accountability Plan (LCAP) was established in the Education Code to serve as a blueprint for District's actions and expenditures to support student outcomes. American River Charter School first had a public hearing of their proposed plan on June 6, 2017 and are presenting the plan for adoption by the Board of Trustees on June 8, 2017.

The American River Charter School Annual Report was compiled by the American River Charter Staff and is an annual requirement. This report was done with the leadership of Sally Dyck, in collaboration with the rest of the American River Charter School staff members.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.1 2017-18 Consolidated Application (ConApp)

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the 2017-18 Consolidated Application (ConApp) for funding.

BACKGROUND: The District must annually submit to the State of California, Department of Education, an application for categorical aid programs funding. The programs being requested for funding include: Title I and Title II.

2017-18 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca17asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form is on file.

Authorized Representative's Full Name	Patricia Kowalski
Authorized Representative's Signature	
Authorized Representative's Title	Chief Business Official
Authorized Representative Signature Date	05/30/2017

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2017-18 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269
Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Jeremy Meyers
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/05/2017
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2017-18 Application for Funding**CDE Program Contact:**Education Data Office, ConApp@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/05/2017
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	
DELAC review date	
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	DELAC not required @ BOMUSD due to our low number of EL students

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	No
Title III Part A English Learner ESEA Sec. 3102 SACS 4203	Yes

*****Warning*****

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2017-18 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2017-18 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.2 Board Resolution #2017-12 Establishing Fund Balance Policies as Required by GASB 54

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent
Mrs. Tricia Kowalski, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to adopt Board Resolution #2017-12 Establishing Fund Balance Policies as Required by GASB 54.

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

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT
RESOLUTION TO ESTABLISH FUND BALANCE POLICIES
AS REQUIRED BY GASB 54
#2017-12**

At a regular meeting of the Black Oak Mine Unified School District Board of Trustees held on June 8, 2017, on a motion made by _____ and seconded by _____, the Board adopts the following resolution:

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, that is effective in fiscal year 2017-18, and

WHEREAS, the Black Oak Mine Unified School District wishes to comply with GASB 54 as required beginning with the current July 1, 2017 – June 30, 2018 fiscal year;

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

FUND BALANCE POLICY NO.1

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

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

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

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

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

The foregoing Resolution was passed and adopted at a meeting of the Governing Board of Black Oak Mine Unified School District on June 8, 2017 upon a vote of ____ ayes ____ noes ____ absent.

Jeff Burch, President
Board of Trustees

Darcy Knight, Clerk
Board of Trustees

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.3 Gamut Online Service Contract

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the Gamut Online Service Contract.

BACKGROUND: This contract with Gamut Online provides written or developed and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.

CSBA agrees to provide the following:

- Online access to CSBA's reference policy manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources through GAMUT, CSBA's web-based policy hosting platform
- Regular notifications of policy updates, sent to the District Liaison through email or other means of electronic communications
- District with user accounts to access GAMUT

The annual fee of \$1990.00 for these services comes out of our general fund.

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE SERVICE AGREEMENT

This GAMUT Online Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and Black Oak Mine USD of Georgetown, California (District) and shall be effective on the date executed by District.

WHEREAS CSBA is a statewide membership association for California school districts and county offices of education.

WHEREAS California school districts and county offices of education, including District, are required by law to establish policies and procedures for the governance and operations of educational programs and other activities for which they are responsible.

WHEREAS CSBA has written or developed, and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.

WHEREAS subject to the terms and conditions of this Agreement, CSBA grants school districts and county offices of education which are CSBA members in good standing a nontransferable and nonassignable access to its reference policy manual.

NOW THEREFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

I. CSBA RESPONSIBILITIES

CSBA agrees to the following:

- a. Provide online access to CSBA's reference policy manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources through GAMUT, CSBA's web-based policy hosting platform
- b. Provide regular notifications of policy updates, sent to the District Liaison through email or other means of electronic communications.
- c. Provide District with user accounts to access GAMUT.

II. DISTRICT RESPONSIBILITIES

District accepts responsibility for updating and maintaining District policies consistent with applicable laws and agrees to the following:

- a. Comply with the GAMUT Online License Agreement (Attachment A).

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE SERVICE AGREEMENT

- b. Designate a member of its administrative staff to serve as the District Liaison ("Liaison") to CSBA and advise CSBA of the name of the Liaison. The Liaison shall be responsible for all contacts with CSBA and the Policy Services Consultant, and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If District Liaison is not designated, the official who signs this Agreement on behalf of District shall be deemed the Liaison.
- c. This Agreement automatically renews and the fees therefor are due on July 1 each year.
- d. The CSBA samples policies, regulations, bylaws, and exhibits to which District is given access are CSBA's proprietary materials, they are provided for the District's sole use; and they may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's written consent.

III. FEES AND PAYMENT SCHEDULE

- a. In consideration for the services provided by CSBA under this Agreement, District shall pay an annual fee of \$1990.00 to CSBA, based on the CSBA payment schedule for GAMUT Online Service.
- b. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described in this Agreement. CSBA, through its regular billing process, shall provide notice of any such change by June 1 each year, and District shall have the right to cancel this Agreement in accordance with the terms and provisions contained herein.
- c. The annual fee shall be due and payable on July 1 each year and CSBA reserves the right to suspend any services of this Agreement if payment is not received by August 31 of that year.

IV. TERM

- a. The term of this Agreement shall commence upon the mutual execution of this Agreement by the undersigned agents of CSBA and District and shall remain in effect and be deemed automatically renewed July 1 of each year unless terminated by either District or CSBA in a written notice delivered to the other party no later than June 15.
- b. In the event District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement, CSBA shall have no obligation to perform any services under this Agreement.

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE SERVICE AGREEMENT

V. COPYRIGHT

- a. All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the materials made available through CSBA's GAMUT website, are for District's sole use and shall not be made available for use outside of District.
- b. District shall comply with the GAMUT End User License Agreement attached to the District's GAMUT Online Service Agreement with CSBA.

VI. DISCLAIMER OF WARRANTY

- a. District acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel to District.
- b. CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.
- c. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

VII. MISCELLANEOUS

- a. This Agreement and any Attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.
- b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT ONLINE SERVICE AGREEMENT**

- c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.
- d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

VIII. CANCELLATION

- a. Either CSBA or District may terminate this Agreement at any time by providing at least thirty (30) days notice in writing to the other party.
- b. CSBA may terminate this contact if District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement.
- c. District understands and acknowledges that no refunds of any fees described in Section III of this Agreement will be given by CSBA if District cancels this Agreement after September 1 of the fiscal year.

California School Boards Association

Black Oak Mine USD

Robert Tuerck

Jeremy Meyers
Name of Official

Sr. Director, Policy Development &
Governance Technology

Title of Official

Superintendent
Title of Official

Date

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, CA 95691.

Attachment A

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT ONLINE LICENSE AGREEMENT

This licensing agreement is incorporated by reference in the GAMUT Online Service Agreement and the terms and conditions stated herein shall have the same effect as if expressly stated in the GAMUT Online Service Agreement.

NOTICE TO USER - California School Boards Association (CSBA) is the sole and exclusive owner of the GAMUT Online policy information system (PIS) and hereby grants a nontransferable, nonassignable license to use the GAMUT Online PIS under the terms and conditions of this agreement. By using the GAMUT Online PIS, licensee agrees to all the terms and conditions of this agreement. Any licensee who does not agree with the terms and conditions of this agreement must notify CSBA that they do not agree and CSBA will terminate the licensee's user accounts.

PROPRIETARY RIGHTS - The GAMUT™ software and accessible data are valuable property of CSBA. Licensee will not make or have made, or permit to be made, any copies of the software, documentation, or any portion thereof. The software provides access to data which licensee is authorized to adapt or customize for its sole and exclusive use or benefit. Licensee agrees not to modify, adapt, translate, decompile, disassemble the software or create derivative works based on the software. Licensee agrees not to distribute the accessible data, passwords, or other access information to anyone other than its employees and officials.

TRADE SECRET - Licensee acknowledges that the software is confidential in nature and constitutes a trade secret of CSBA. Licensee agrees not to sell, rent, license, distribute, transfer, or directly or indirectly permit the sale, rental, licensing, distribution, or transfer of the software to any other party, either during the term of this agreement or thereafter. Licensee agrees to use its best efforts to prevent inadvertent disclosure of the software to any third party during the term of this agreement or thereafter.

LIMITED WARRANTY - The GAMUT Online PIS is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. CSBA does not warrant that functions contained in the GAMUT Online PIS program will meet the user's requirements or that the operation of the program will be uninterrupted or error free. CSBA does not warrant the accessible data to be error free.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - In no event shall CSBA be liable for any damages whatsoever (including, without limitation, damages for loss of profits and/or savings, business interruption, loss of business information or other pecuniary losses) arising from use or inability to use the GAMUT Online PIS.

LICENSEE'S RESPONSIBILITIES - Licensee is responsible for insuring the proper configuration of any hardware used in operating GAMUT Online PIS and for establishing and implementing procedures necessary for the fulfillment of licensee's obligations under this agreement. Licensee agrees to inform all of the licensee's users of licensee's obligations and responsibilities under this agreement including, but not limited to, the nondistribution requirement.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.4 Medi-Cal Administrative Claiming Agreement

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent

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

BACKGROUND: The Department of Health Care Services (DHCS) is the single State agency responsible for administering the California Medical Assistance Program (Medi-Cal) and the School-based Medi-Cal Administrative Activities Program (SMAA) for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4 (c)(1). The Catalog of Federal Domestic Assistance (CFDS) number for this federal program is 93778, Medical Assistance Program.

Black Oak Mine Unified School District is part of the Consortia, Region 3 and receives reimbursement for various Medi-Cal Related Administrative services throughout the school year. The attached agreement is dated July 1, 2017 and is effective through June 30, 2018.

Sutter County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2017, by and between the **Black Oak Mine Unified School District**, (hereinafter referred to as “local educational agency” or “LEA”) having an address at 6540 Wentworth Springs, Georgetown, CA 95634 and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as “LEC”) having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to individually, the “Party” and collectively, the “Parties”).

RECITALS

- A. The Department of Health Care Services (“DHCS”) is the single State agency responsible for administering the California Medical Assistance Program (“Medi-Cal”) and the School-based Medi-Cal Administrative Activities Program (“SMAA”) for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance (“CFDA”) number for this federal program is 93.778, Medical Assistance Program (“Medi-Cal”).
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association (“CCSESA”) LEC Region 3.
- C. LEC has entered into that certain Agreement (Contract # 16-93196) with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2016, and effective through June 30, 2018.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities (“MAA”) services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 3 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to “CCSC”) to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - o Region 3 (Sutter County Superintendent of Schools)
 - o Region 4 (Contra Costa County Office of Education)
 - o Region 5 (Santa Cruz County Office of Education)
 - o Region 6 (Stanislaus County Office of Education)

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

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

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

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1st, 2017 for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2017.

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

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

2. OPERATING PROCEDURES/SERVICES PROVIDED

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

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

“moments”.

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

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

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

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

3. FEE SCHEDULE

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

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

4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

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

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

5. CONFIDENTIALITY OF DATA

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

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

6. INPUT DATA

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

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

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

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

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

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

9. WORKERS' COMPENSATION

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

10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

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

11. SANCTIONS

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

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

12. GENERAL

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

- H. DEFINITIONS OF SUBRECIPIENTS AND VENDORS – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.
- I. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

- A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.
- B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor ("Vendor") for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA's student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit "C" attached hereto and incorporated herein.

14. WARRANTY LIMITATION

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

15. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of June 5, 2017 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

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

LEA: SCHOOL DISTRICT

LEC: SUTTER COUNTY
SUPERINTENDENT OF SCHOOLS

By:



By:

Name: Jeremy Meyers

Name: Dr. Baljinder Dhillon

Title: Superintendent

Title: Superintendent

Date: 5/16/17

Date: _____

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

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

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

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

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

Definitions

A. The following definitions are applicable to this Contract.

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

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

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

EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

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

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

This section is referenced in Section 13.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.5 Contract Agreement Universal Coating Inc.

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the roofing Contract Agreement with Universal Coating, Inc.

BACKGROUND: Universal Coating Inc., will be roofing the main campus at Golden Sierra Junior Senior High School and the 200 and 300 wing at Georgetown School. They will be putting an acrylic roof reply coating.

CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this fifth day of June, 2017, by and between the Black Oak Mine Unified School District, a school district organized and existing under the laws of the State of California ("District"), and Universal Coatings, Inc. ("Contractor") for:

RFP NO. 7127 CONTRACTOR AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

I TERM

The term of this Agreement shall commence upon execution of this Agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from June 5, 2017 through August 16, 2017. Upon mutual agreement by both parties (i.e., Contractor and the District), this Agreement may be renewed for additional one-year terms not to exceed a total of five (5) years.

II SCOPE OF WORK

The Contractor shall perform the Contract within the time stipulated as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the Contract herein mentioned, in strict compliance with the Contract Documents as specified.

III NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement.

V CONTRACT PRICE

The District shall pay to the Contractor \$290,950 as full consideration for the faithful performance of the Contract plus any fees for a payment/performance bond, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs as specified in the

executed pricing sheet(s) incorporated herein by reference.

VI

COMPONENT PARTS OF THE CONTRACT

The Contract entered into by this Agreement consists of the following Contract Documents (referred to herein as the "Contract" or the "Contract Documents"), all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice of Request for Proposal
- Introduction
- Information for Proposers
- Contents of Proposals
- Submittal Requirements
- Evaluation and Selection Process
- Agreement
- Proposal Form
- Workers' Compensation Certificate
- Affirmative Action Program
- Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion
- Fingerprinting/Criminal Background Investigation Certification
- Designated Subcontractors List
- Proposal Quotation Sheet

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Agreement shall supersede any prior agreement of the parties.

VII

THE DISTRICT'S INSPECTOR

All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall remedy such defect in a manner satisfactory to the District.

VIII

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall be physically amended to make such insertion or correction.

IX

HOLD HARMLESS

Contractor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:

1) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the contract documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work or services called for in the Contract Documents.

2) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the work or services covered by the contract documents, whether said injury or damage occurs either on or off the District's property.

3) Any dispute between the Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or material suppliers of any tier or any other person employed in connection with the work or services, and/or filing of any stop payment notice or mechanic's lien claims.

4) Breach of any warranty, express or implied.

5) Failure of the Contractor or its subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.

6) Products installed in or used in connection with the work or services performed.

7) This obligation to defend, indemnify, and hold harmless includes any actions by third parties under Labor Code section 2810.

X

ATTORNEYS' FEES

If suit is brought by either party to this Agreement to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

XI

INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR

The Contractor shall maintain insurance adequate to protect it from claims under workers' compensation acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the Contract in amounts specified in the Information for Proposers. The Contractor shall be required to file with the District certificates of such insurance. The failure to furnish such evidence may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

XII

ENTIRE AGREEMENT

The Contract, which consists of all of the documents listed in Section VII above, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreement between the parties, oral or written.

XIII

EXECUTION OF OTHER DOCUMENTS

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

XIV

EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

XV

BINDING EFFECT

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other contract documents, understands them, and agrees to be bound by their terms and conditions. The Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

XVI

SEVERABILITY/GOVERNING LAW/CHOICE OF FORUM

If any provision of the contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of El Dorado, subject to transfer of venue under applicable State law.

XVII

AMENDMENTS

The terms of the contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing

Board.

XVIII
AUTHORITY TO EXECUTE

The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

[Contractor Name]

By: _____
[Name of Person Signing]

Title: _____

Date: _____

DISTRICT:

Black Oak Mine Unified School District

By: _____
Jeremy Meyers

Title: Superintendent

Date: _____

Governing Board Date: _____
Item No.: _____

(Corporate Seal)

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractor's State License Board
9821 Business Park Drive
Sacramento, CA 95827
(916) 255-3900; <http://www2.cscb.ca.gov/>

(Business and Professions Code § 7030)

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.6 Consultant Service Agreement with Sierra Child & Family Services

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with Sierra Child & Family Services for the 2017-18 school year.

BACKGROUND: Sierra Child & Family Services will provide a credentialed Pupil Personnel Services (PPS) Counselor 6 hours a day for 108 days. The PPS Counselor will serve students at Northside, Georgetown, Otter Creek and American River Charter School. This counselor will perform assessments to determine the kinds of classroom and other interventions that will best suit students' needs and assist in the classroom implementation of the interventions; support individual student planning; provide presentations and curriculum to help students and parents to plan for postsecondary opportunities; as well as offer other support services for staff, students and parents.

The \$32,674.00 contract for these services will be funded as stated in the LCAP with district and American River Charter counseling funds.

**Sierra Child and Family Services
AND
Black Oak Mine Unified School District
Service Contract 2017-2018**

1. Black Oak Mine Unified School District (BOMUSD) will pay the sum of **\$32,674** to Sierra Child and Family Services (SCFS) for the following: A part-time credentialed **Pupil Personnel Services (PPS) Counselor** at Northside School, Georgetown School, Otter Creek & American River Charter School. This specialization focuses on counseling students in a school setting, including working with students and teachers in the classroom to create more optimal learning experiences. The PPS will:

- Perform assessments, determine the kinds of classroom and other interventions that will best suit students' needs and assist in the classroom implementation of interventions. Support teachers in learning and practicing classroom interventions that support the RTI process. Help teachers integrate more volunteers into classrooms to support individualized instruction.
 - Support individual student planning (goal setting, understanding of self—including strengths and weaknesses, transition plans, etc.). This includes support of Student Study Teams.
 - Provide presentations and curriculum that help children and parents at all ages begin to plan for postsecondary opportunities.
 - Provide opportunities for parents to learn how to support students with study skills and/or provide other supports for students who are having difficulty mastering these skills.
 - Support parents and students in preparation for and during the transition to 7th grade.
 - Partner with others to provide home visits.
 - Support administration in interventions in classrooms or common areas that require immediate attention.
- A. SCFS's Clinical Director and/or Clinical Supervisor (licensed MFT) will provide supervision of PPS counselors with input from Site principals and the Coordinator of Student Services.
- B. The counselor will abide by the state education code and BOMUSD's policies and procedures provided to FCED by BOMUSD.
- C. SCFS will provide BOMUSD with verification of counselor's fingerprint clearance from the California Department of Justice as well as proof of negative TB test.
- D. Records will be kept by SCFS, including assessments, parent/caregiver contact, case management, file maintenance including progress note write-ups, and referrals of students to other services.

- E. SCFS will participate in the evaluation of the services provided, which may include providing information on the services provided and participation in surveys and/or interviews and individual student outcomes (while maintaining confidentiality). These evaluation reports will have a timeline as developed by BOMUSD's Coordinator of Student Services and/or as provided by a potential grant funder.
- F. Coordination and case management with BOMUSD staff and with other service-providing agencies in the community as needed, including representation to BOMUSD FASST Team and Site Council.
- G. SCFS will provide a total of 30 hours of service per week (6 hours per day) to be delivered to the sites for a total of 154 days. Allocation of service hours at the site will be based on needs determined through recommendations made by the Director of Educational Services and in coordination with site administration.
- H. SCFS Counselor will participate in BOMUSD Crisis Response Team as determined by SCFS executive Director.
- I. Additional services may be provided, if permitted by BOMUSD's budget or by SCFS's budget, with prior written agreement by both parties.
- J. SCFS will retain ownership of all individual counseling client files. BOMUSD personnel have the right to access the information contained in individual counseling client files should the client so authorize via a written and signed consent to release information.
- K. Confidentiality Protocol for SCFS working in BOMUSD:
 - 1. Everything discussed in an individual counseling sessions is confidential with the following exceptions:
 - ❖ In the event it becomes known that there is reasonable suspicion that physical, emotional or sexual abuse or neglect of a student has occurred or is occurring.
 - ❖ If there is reasonable suspicion that the student is intending to commit suicide or harm someone else or property in any way.
 - ❖ If there is a signed release of information with another person or agency.
 - 2. SCFS Counselor will work with site administrators or designees in developing safety plan for student, school and or family whenever appropriate to do so.
 - 3. Counselor will report (in writing) ALL CPS reports to site administrators or designee
 - 4. Site administrator will keep a copy of these records confidential. This information is not to be shared beyond this point unless it is a necessary component of the safety plan.

II. Further, BOMUSD agrees to the following:

- A. SCFS counselor will be provided a room in which to conduct counseling sessions, with the understanding that the counseling location must enhance client confidentiality. Access to telephone, copier, and necessary office supplies must also be available.
- B. BOMUSD's Director of Educational Services (or designee), in consultation with site administrators, will set priorities regarding classrooms served and other services provided.

- C. BOMUSD will provide SCFS with a copy of Emergency Response Plan for the facilities in which counseling is to take place. BOMUSD will provide FCED with a copy of the fire clearance for the facilities in which counseling is to take place.
- D. BOMUSD agrees to post relevant SCFS materials describing the agency's services at its various school sites.
- E. BOMUSD agrees to pay for travel costs related to services at current IRS mileage rate; SCFS will bill in a separate invoice.
- E. The sum of \$32,674 is calculated as follows:
 8 hours per day for 108 days (3 days a week for 36 weeks) @ \$35.00/hr = \$30,240 for services
 Administration/Overhead 8.05% = \$2,434
 a. BOMUSD will pay 73% @ \$23,960
 b. ARCS will pay 27% @ \$8,714
- F. BOMUSD/ARCS will pay 100% of this \$32,674.00 upon contract approval.
- G. SCFS will then bill BOMUSD according to the following schedule:

TOTAL	\$ 32,674.00
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Either party upon thirty (30) days written notice may terminate this agreement. Any changes or additions shall be in writing and agreed upon by both parties.

 Barry Harwell, Executive Director
 Sierra Child and Family Services
 4250 Fowler Lane, #204
 Diamond Springs, CA 95619

 Date

 Jeremy Meyers, Superintendent
 Black Oak Mine Unified School District
 6540 Wentworth Springs Road
 Georgetown, CA

 Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.7 Non-Public School Master Contract for Guiding Hands Inc.

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Non-Public School Master Contract with Guiding Hands School for the 2017-18 School Year.

BACKGROUND: Four students have been placed at Guiding Hands School for the 2017-18 School Year. This contract was provided to the Board under separate cover.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 14.8 Non-Public School Placement

MEETING DATE: June 8, 2017

FROM: Mr. Jeremy Meyers, Superintendent
Dr. Wendy Westsmith, Principal Northside School

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve four students for the non-public school placements for the 2017-18 school year.

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

