



BLACK OAK MINE

UNIFIED SCHOOL DISTRICT

Committed to Educational Excellence

June 14, 2018

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

Board of Trustees

Bill Drescher

Joe Scroggins

Darcy Knight

Jeff Burch

Ronnie Ebitson

Student Representative to the Board

McKayla Susic

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 14, 2018
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 Confidential Student Matter - Interdistrict Appeal Hearing Student #023-18
 - 3.2 Confidential Student Matter - Interdistrict Appeal Hearing Student #024-18
 - 3.3 Confidential Student Matter - Interdistrict Appeal Hearing Student #025-18
 - 3.4 Personnel Matter - ARCS Director/Teacher
 - 3.5 Letter of Resignation - Classified Employee - 1.0 FTE School Secretary
 - 3.6 Letter of Resignation - Certificated Employee - 1.0 FTE ARCS Teacher
 - 3.7 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
 - 3.8 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 REGONITION – GSHS Boys Volleyball Team – 7:10 P.M.

10.0 SUPERINTENDENT'S REPORT – 7:20 P.M.

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

11.1 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.

11.2 Board Governance Calendar (Pages 9-10)

EXPLANATION: The Board of Trustees will discuss the creating of a Governance Calendar and proposing dates for future meetings.

11.3 CSBA Board Policy/Bylaw Updates/Revisions (Pages 11-26)

EXPLANATION: The Board of Trustees will review the CSBA Updated/Revised Board Policies/Bylaws.

12.0 NEW BUSINESS – 7:45 P.M.

12.1 Local Control and Accountability Plan Adoption for BOMUSD (Page 27)

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 _____

- 12.2 2018-19 Budget & Statement of Reason for in Excess of Minimum Adoption (Page 29)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve and adopt the 2018-19 Budget as presented.

M _____ S _____ V _____

- 12.3 Local Control and Accountability Plan Adoption for ARCS (Page 31)

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 _____

- 13.0 CONSENT AGENDA - 8:00 P.M.

M _____ S _____ V _____

- 13.1 Consolidated Application (ConApp) (Pages 33-40)

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

- 13.2 Board Resolution #2018-09 Establishing Fund Balance Policies as Required by GASB 54 (Pages 41-42)

RECOMMENDATION: It is recommended that the Board of Trustees consider adopting Board Resolution #2018-09 Establishing Fund Balance Policies as Required by GASB 54.

- 13.3 Agreement with School Loop, Inc. (Pages 43-50)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Agreement with School Loop, Inc.

- 13.4 Administrative Personnel Action (Pages 51-52)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to employ the recommended Director of American River Charter School for the 2018-19 school year (FTE to be determined based on enrollment).

- 13.5 Board Resolution #2018-10 Budget Revision Resolution (Pages 53-54)

- 13.6 Gifts (Pages 55-56)

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

14.0 REPORTS OF THE BOARD OF TRUSTEES - 8:10 P.M.

15.0 FUTURE MEETINGS

The next regular meeting of the Board is scheduled for Thursday, August 9, 2018 at 7:00 P.M.

16.0 CLOSED SESSION

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

17.0 ADJOURNMENT

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 11.1 Board Self-Evaluation

MEETING DATE: June 14, 2018

FROM: 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:	

OVERALL GRADE:

_____ / 600

_____ %

GRADE:

COMMENTS:

GOALS:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 11.2 Board Governance Calendar

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees review the calendar items, format, and next steps.

BACKGROUND: Per previous discussions, attached is the Board Governance Calendar. It serves as a Master Calendar for Board related events. The intent is to provide annual guidance for future meetings, district planning, and Board related activities.

Black Oak Mine Unified School District

BOARD OF TRUSTEES
GOVERNANCE CALENDAR

JUNE

BUSINESS MEETING

- Present LCAP & Budget
- Adopt LCAP & Budget
- Discuss Board trainings and site visits
- Conduct Board Evaluation
- Input from Administrators regarding program preference

SPECIAL MEETING – FACILITATED (AFTER BUSINESS MEETING)

- Review Strategic Plan including goals & activities and set new goals and activities
- Review/Revise Superintendent's Goals

AUGUST

BUSINESS MEETING

- Review new goals and activities
- Set dates for Board trainings
- Set dates for planned site visits
- Review Board Bylaws – update as needed

DECEMBER

BUSINESS MEETING

- Review with new Board: Board goals, Superintendent's goals, Board By-Laws, dates for planned site visits

SCHOOL BOARD'S ANNUAL WORKSHOP

BROWN ACT TRAINING

APRIL

CLOSED SESSION BUSINESS MEETING

- Conduct Superintendent's evaluation

MAY

CLOSED SESSION BUSINESS MEETING

- Conduct Superintendent's evaluation

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 11.3 CSBA Board Policy and Bylaw Updates/Revisions

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent

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

BACKGROUND: (BP 4119.11/4219.11/4319.11 – Sexual Harassment) Policy updated to provide a strong statement of the board's commitment to provide a safe work environment that is free of sexual harassment and intimidation and to align the process for filing complaints of sexual harassment with AR 4030 - Nondiscrimination in Employment. Regulation updated to reflect NEW LAW (SB 396) which requires districts to post a Department of Fair Employment and Housing poster on transgender rights and, if the district has 50 or more employees, to provide training to supervisors regarding harassment based on gender identity, gender expression, and sexual orientation.

(BP 5022 - Student and Family Privacy Rights) Policy updated to add options formerly in AR regarding the disclosure of students' personal information for marketing purposes. Policy also reflects state law which prohibits the collection of social security numbers or the last four digits of social security numbers for such purposes and NEW LAW (AB 699) which prohibits the collection of information regarding the citizenship or immigration status of students or their families. Regulation reflects NEW LAW (AB 677) which prohibits the removal of questions pertaining to sexual orientation and/or gender identity from a voluntary survey that already contains such questions.

(BP 5145.6 – Parental Notifications) Policy updated to reflect federal law applicable to districts participating in certain federal programs which requires that parental notifications be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand. Policy also revised to reflect state law requiring that parental notifications be written in the primary language, in addition to English, whenever 15 percent or more of the students enrolled in a school speak a single primary language other than English. Exhibit updated to reflect notices required by NEW LAW, including notices related to students' right to a free public education regardless of immigration status or religious beliefs (AB 699), the employee code of conduct related to employee interactions with students (AB 500), the district's meal payment policy (USDA Memorandum SP-23-2017), a student's identification as a long-term English learner (AB 81), a negative

balance in a student's meal account (SB 250), educational rights of children of military families (AB 365), and any excessive level of lead found in drinking water (AB 746). Two legal cites renumbered pursuant to federal law and regulations.

Board members that have suggestions for changes or questions for the revised/updated Board Policies or Board Bylaws should contact Jeremy Meyers by July 31, 2018.

SEXUAL HARASSMENT

[The Board of Trustees is committed to providing a safe work environment that is free of harassment and intimidation.] The Board of Trustees prohibits sexual harassment of **[against]** district employees. ~~The Board also prohibits [and] retaliatory behavior or action against district employees or other [any] person who complains, testifies, or otherwise participate in the complaint process established pursuant to for the purpose of] this policy[.]~~ ~~and accompanying administrative regulation. This policy shall apply to all district employees and, when applicable, to interns, volunteers, and job applicants.~~

[Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.

This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants.]

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

[Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)]

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff **[employees and others to whom the policy may apply.]**

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

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

SEXUAL HARASSMENT (continued)

[The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.]

[Sexual Harassment Reports and Complaints]

~~All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2CCR11023)~~

Any district employee who feels that he/she has been sexually harassed **[in the performance of his/her district responsibilities]** or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her **[direct]** supervisor, **[another supervisor, the district's coordinator for nondiscrimination, the Superintendent, or, if available, a complaint hotline or an ombudsman. A supervisor or administrator who receives a harassment complaint shall promptly notify the coordinator.]** ~~the principal, district administrator or Superintendent.~~

~~A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.~~

Complaints of sexual harassment shall be filed **[and investigated]** in accordance with **[the complaint procedure specified in]** AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

~~Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment violation of this policy is subject to disciplinary action, up to and including dismissal.~~

[All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)]

SEXUAL HARASSMENT (continued)

~~(cf. 4118—Dismissal/Suspension/Disciplinary Action)~~
~~(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

[12950 Sexual harassment; distribution of information]

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 20

1681-1688 Title IX prohibition against discrimination]

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

~~2000h-2-2000h-6 Title IX, 1972 Education Act Amendments~~

CODE OF FEDERAL REGULATIONS, TITLE 34

[106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities]

~~106.9 Dissemination of policy~~

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources: See next pag

BP 4119.11(c)
4219.11
4319.11

SEXUAL HARASSMENT (continued)

Management Resources:

~~OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL~~

~~Protecting Students from Harassment and Hate Crime, January, 1999~~

~~U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS~~

~~Promising Practices for Preventing Harassment, November 2017~~

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

STUDENT AND FAMILY PRIVACY RIGHTS

The Board of Trustees respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information. ~~The Superintendent or designee shall develop regulations to ensure compliance with law when the district requests, retains, discloses, or otherwise uses the personal information of its students and their families.~~

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5021 - Noncustodial Parents)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.8 - Research)

[The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

5. The sale by students of products or services to raise funds for school-related or education-related activities

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

6. Student recognition programs

(cf. 5126 - Awards for Achievement)

[OPTION 1:

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

STUDENT AND FAMILY PRIVACY RIGHTS (continued)**OPTION 2:**

In addition, the Superintendent or designee may collect, disclose, or use a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, or telephone number for the purpose of marketing or selling that information or providing the information to others for that purpose.

However, the district shall not use surveys to collect social security numbers or the last four digits of social security numbers, or information or documents regarding citizenship or immigration status, of students or their families. (Education Code 234.7, 49076.7)]

~~The regulations~~ **[The Superintendent or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which]** shall, at a minimum, address the following: (20 USC 1232h)

1. ~~Whether the district may collect the personal information of students for marketing or sale~~ **[Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose]**
2. ~~How the district will administer~~ **[Arrangements to protect student privacy in the administration of]** surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect: **[the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:]**
 - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum
 - c. **[Instruments used in the collection of personal information for the purpose of marketing or sale]**
4. ~~Whether the district may administer~~ **[A]any nonemergency invasive physical examination or screening[s that the school may administer]**
5. ~~Notifications that the district will provide to students and parents/guardians with respect to their privacy rights~~

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

~~The Superintendent or designee shall consult with parents/guardians regarding the development of the procedures. (20 USC 1232h)~~

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committee)
(cf. 1230 - School-Connected Organizations)

[The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)]

Legal Reference:

EDUCATION CODE

[234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations]

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

[51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity]

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Family Policy Compliance Office:

<http://www.ed.gov/offices/OM/fpc>

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

PARENTAL NOTIFICATIONS

The Board of Trustees ~~recognizes that notifications are essential to~~ **[promote]** effective communication between the school and the home **[and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians]**. The Superintendent or designee shall send students and parents/guardians all notifications required by law, including notifications about their legal rights, and any other notifications he/she believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6020 - Parent Involvement)

~~The Superintendent or designee shall ensure that notifications which must be sent at the beginning of each academic year include a request that the parent/guardian sign the notice and return it to the school. (Education Code 48981, 48982)~~

~~Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law. Whenever an employee learns that a student's parent/guardian is for any reason unable to understand the district's printed notifications, the principal or designee shall work with the parent/guardian to establish other appropriate means of communication.~~

(cf. 6174 - Education for English Language Learners)

[Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

PARENTAL NOTIFICATIONS (continued)

Whenever a student enrolls in a district school during the school year, his/her parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, he/she shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.]

*Legal Reference:*EDUCATION CODE

221.5 Prohibited sex discrimination

231.5 Sexual harassment policy

[234.7 Student protections relating to immigration and citizenship status]

262.3 Appeals; information re: availability of civil remedies

310 Structured English Immersion Program

[313 Reclassification of English learners, parental consultation

313.2 Long-term English learner, notification

440 English language proficiency assessment; instruction in English language development

8483 Before/after school program; enrollment priorities]

17288 Pupils: school buildings

[17611.5-]17612 Notification of pesticide use

[32221.5 Insurance for athletic team members]

32255-32255.6 Right to refuse harmful or destructive use of animals

32390 Fingerprint program; contracts; funding; consent of parent/guardian

[33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act

35160.5 Extracurricular and cocurricular activities]

35178.4 Notice of accreditation status

[35182.5 Advertising in the classroom]

35183 School dress codes; uniforms

35186 Complaints concerning deficiencies in instructional materials and facilities

[35211 Driver training; district insurance, parent/guardian liability]

35256 School accountability report card

[35258 School Accountability Report Card]
 35291 Rules for student discipline
 37616 Consultation regarding year-round schedule
 39831.5 School bus rider rules and information
[44050 Employee codes of conduct, employee interactions with students]
 44808.5 Permission to leave school grounds
 46010.1 Notice re: excuse to obtain confidential medical services
 46014 Regulations regarding absences for religious purposes
 46600-46611 Interdistrict attendance agreements
~~46601 Failure to approve interdistrict attendance~~
 48000 Minimum age of admission
 48070.5 Promotion or retention of students
[48204 Residency requirements]
 48205 Absence for personal reasons
 48206.3 Pupils with temporary disabilities; individual instruction; definitions
 48207-48208 Students with temporary disabilities; individual instruction; definitions
[48213 Prior notice of exclusion from attendance]
 48216 Immunization
 48260.5 Notice to parent re truancy
[48262 Need for parent conference regarding truancy]
 48263 Referral to SARB or probation department
[48301 Interdistrict transfers]
 48350-48361 Open Enrollment Act
 48354 Option to transfer from school identified under Open Enrollment Act
 48357 Status of application for transfer from school identified under Open Enrollment Act
 48412 Certificate of proficiency
 48432.3 Voluntary enrollment in continuation education]
 48432.5 Involuntary transfers of pupils
[48850-48859 Education of foster youth and homeless students]
 48900.1 Parental attendance required after suspension]
 48904 Liability of parent/guardian for willful pupil misconduct
 48904.3 Withholding grades, diplomas, or transcripts
 48906 Notification of release of pupil to peace officer
 48911 Notification in case of suspension
[48911.1 Assignment to supervised suspension classroom]
 48912 Closed sessions; consideration of suspension
 48915.1 Expelled individuals: enrollment in another district
 48916 Readmission procedures
 48918 Rules governing expulsion procedures
[48929 Transfer of student convicted of violent felony or misdemeanor]
 48980 Required notification at beginning of term
 48980.3 Notification of pesticide use
 48981 Time and means of notification

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)*Legal Reference: (continued)*EDUCATION CODE (continued)

- 48982 Signature; return to school; effect of signature
- 48983 Contents of notice
- 48984 Activities prohibited unless notice given
- 48985 Notices to parents in language other than English
- 48987 Child abuse information
- [49013 Use of uniform complaint procedures for complaints regarding student fees]**
- 49063 Notification of parents of their rights
- 49067 Regulations regarding pupil's achievement
- 49068 Transfer of permanent enrollment and scholarship record
- 49069 Absolute right to access
- 49070 Challenging content of records
- 49073 Release of directory information
- [49073.6 Student records, social media]**
- 49076 Access to student records
- 49077 Access to information concerning a student in compliance with court order
- ~~49091.14 Prospectus~~
- ~~49302 Parental consent~~
- ~~49332 Notifications of retention of object by school personnel; release~~
- 49403 Cooperation in control of communicable disease and immunization
- 49423 Administration of prescribed medication for pupil
- 49451 Physical examinations: parent's refusal to consent
- 49452.5 Screening for scoliosis
- 49452.7 Information on type 2 diabetes
- [49452.8 Oral health assessment]**
- 49456 Results of vision or hearing test
- [49475 Student athletes; concussions and head injuries**
- 49480 Continuing medication regimen for nonepisodic conditions]**
- ~~49472 Medical and hospital services for pupils~~
- 49480 Continuing medication regimen for nonepisodic conditions
- 49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
- [49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account**
- 51225.1 Exemption from district graduation requirements**
- 51225.2 Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students**
- 51225.3 Graduation requirements; courses that satisfy college entrance criteria]**
- 51229 Course of study for grades 7-12
- 51513 Personal beliefs
- 51938 Right of parent/guardian notice HIV/AIDS and sexual health instruction
- [52164 Language census]**
- 52164.1 Census-taking methods; determination of primary language; assessment of language skills
- 52164.3 Notice of reassessment of language skills
- ~~52173 Consultation with parents or guardians; notice to parents or guardians; withdrawal of pupil~~
- ~~52244 Advanced Placement Program~~
- 54444.2 Migrant education programs; parent involvement

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

56301 Child-find system; policies re: written notification rights
 56321 Special education: proposed assessment plan
 56321.5-56321.6 Notice of parent rights pertaining to special education
 56329 Written notice of right to findings; independent assessment
 56341 Individualized education program team
 56341.1 Development of individualized education program; right to audio record meeting
 56341.5 Individualized education program team meetings
 56343.5 IEP meetings
~~56346 Parental notice and consent to special education program~~
[56521.1 Behavioral intervention]
 58501 Alternative schools: notice required prior to establishment
[60615 Exemption from state assessment]
 60641 Standardized Testing and Reporting Program
[69432.9 Submission of grade point average to Cal Grant program]
~~60850 High School Exit Examination~~
~~66204 Certification of high school courses as meeting university admission criteria~~

CIVIL CODE

1798.29 District records, breach of security]

HEALTH AND SAFETY CODE

1596.857 Right to enter child care facility
[104420 Tobacco use prevention
 104855 Availability of topical fluoride treatment
116277 Lead testing of school drinking water]
 120365-120375 Immunizations
 120440 Sharing immunization information
~~124085 Certificate of receipt; health screening and evaluation services; waiver by parent/guardian~~
 124100]-124105 Health screening and immunizations] School districts and private schools;
 information to parents

PENAL CODE

[626.81 Notice of permission granted to sex offender to volunteer on campus]

627.5 Hearing request following denial or revocation of registration

WELFARE AND INSTITUTIONS CODE

~~18976.5 Parental notice; right of refusal to participate~~

CODE OF REGULATIONS, TITLE 5

[852 Exemptions from state assessments]

863 Standardized Testing and Reporting Program

3052 Behavioral intervention

~~3831 General standards (Gifted and Talented Program)~~

4622 Notice requirements and recipients

4631 Responsibilities of the local agency

[4702 Student transfer from school identified under Open Enrollment Act

4917 Notification of sexual harassment policy]

11303 Reclassification of English language learners

~~11309 Parental exception waivers~~

[11511.5 English language proficiency assessment; test results]

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

11523 *Notice of proficiency examinations*
 18066 *Policies and procedures absences for child care*
 [18094-18095 *Notice of Action; child care services*
 18114 *Notice of delinquent fees; child care services*
 18118-18119 *Notice of Action; child care services*
CODE OF REGULATIONS, TITLE 17
 2951 *Hearing tests*
 6040 *Time period to obtain needed immunizations]*
UNITED STATES CODE, TITLE 20
 1232g *Family Educational and Privacy Rights Act*
 [1232h *Privacy rights]*
 1415 *Procedural safeguards*
~~1681-1688 Title IX, discrimination based on sex or blindness~~
 6311 *State plans*
 6312 *Local education agency plans*
~~6316 Academic assessment and local education agency school improvement~~
 6318 *Parental involvement*
 7908 *Armed forces recruiter access to students*
UNITED STATES CODE, TITLE 42
~~2000d-2000d-7, Title VI, Civil Rights Act of 1964~~
 [1758 *Child nutrition programs*
 11431-11435 *McKinney-Vento Homeless Assistance Act*
CODE OF FEDERAL REGULATIONS, TITLE 7
 245.5 *Eligibility criteria for free and reduced-price meals*
 245.6a *Verification of eligibility for free and reduced-price meals]*
CODE OF FEDERAL REGULATIONS, TITLE 34
 99.7 *Student records, annual notification*
 [99.30 *Disclosure of personally identifiable information]*
 99.34 *Student records, disclosure to other educational agencies*
 [99.37 *Disclosure of directory information*
 104.32 *District responsibility to provide free appropriate public education]*
 104.36 *Procedural safeguards*
 [104.8 *Nondiscrimination]*
 106.9 *Dissemination of policy, nondiscrimination on basis of sex*
~~300.345 Parent participation~~
 [200.48 *Teacher qualifications*
 300.300 *Parent consent for special education evaluation*
 300.322 *Parent participation in IEP team meetings]*
 300.502 *Independent educational evaluation*
 300.503 *Prior written notice*
 [300.504 *Procedural safeguards notice for students with disabilities*
 300.508 *Due process complaint*
 300.530 *Discipline procedures]*

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

~~300.505 Parental consent~~

~~300.507 Parent notice due process hearing~~

~~300.523 Manifestation determination review~~

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 Asbestos inspections, response actions and post-response actions

763.93 Asbestos management plans

[Management Resources:

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

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

Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005

WEB SITES

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

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 12.1 Local Control and Accountability Plan

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent
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 11, 2018 and then presented the plan for adoption by the Board of Trustees on June 14, 2018.

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, 2018, 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: 12.2 2018-19 Annual Budget & Statement of Reason for in Excess of Minimum

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent
Tricia Kowalski, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees adopt the projected 2018-19 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.

THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth and change. From the first settlers to the present day, the nation has evolved through various stages of development. The early years were marked by exploration and settlement, followed by a period of rapid expansion and industrialization. The American Revolution and the Civil War were pivotal moments in the nation's history, shaping its identity and values.

The American Revolution was a defining moment in the nation's history. It was a struggle for independence from British rule, fought between 1775 and 1783. The revolution led to the creation of the United States as a sovereign nation, with a new constitution and a system of government based on the principles of liberty and democracy.

The Civil War was a period of intense conflict and division in the United States. It was fought between 1861 and 1865, primarily over the issue of slavery. The war resulted in the abolition of slavery and the preservation of the Union, but it also left a deep and lasting impact on the nation's social and political landscape.

The American Civil War was a defining moment in the nation's history. It was a struggle for the preservation of the Union and the abolition of slavery. The war resulted in the Union's victory and the end of slavery, but it also left a deep and lasting impact on the nation's social and political landscape.

The American Civil War was a defining moment in the nation's history. It was a struggle for the preservation of the Union and the abolition of slavery. The war resulted in the Union's victory and the end of slavery, but it also left a deep and lasting impact on the nation's social and political landscape.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
American River Charter School

AGENDA ITEM: 12.3 Local Control and Accountability Plan

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the Local Control and Accountability Plan and 2018-19 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 11, 2018 and are presenting the plan for adoption by the Board of Trustees on June 14, 2018.

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: 13.1 2018-19 Consolidated Application (ConApp)

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the 2018-19 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.

2018-19 Certification of Assurances

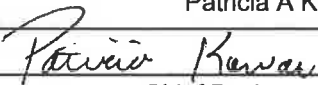
Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca18asstoc.asp>.

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 participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. 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 are on file.

Authorized Representative's Full Name	Patricia A Kowalski
Authorized Representative's Signature	
Authorized Representative's Title	Chief Business Official
Authorized Representative Signature Date	05/30/2018

*****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.

2018-19 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

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/Principal
Authorized Representative Signature Date	06/11/2018
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*****

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.

2018-19 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017-18 – 2019-20 LCAP	09/13/2017
Charter Schools Enter the adoption date of the charter school LCAP	
Authorized Representative's Full Name	Jeremy Meyers
Authorized Representative's Title	Superintendent/Principal

*****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.

2018-19 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	06/11/2018
---	------------

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 due to BOMUSD's very 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 English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****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.

2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Title IV, Part A (Student Support) ESSA Sec. 1112(b) SACS 4127	Yes
--	-----

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.

2018-19 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

Estimated English learner per student allocation	\$99.05
Estimated English learner student count	
Estimated English learner entitlement amount	\$0

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000 it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details Web page at <http://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	
Program and other authorized activities	
English Proficiency and Academic Achievement	
Parent, family, and community engagement	
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	
Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs)	
Total budget	\$0

*****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.

2018-19 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. 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/>.

2018-19 Request for authorization	
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: 13.2 Board Resolution #2018-09 Establishing Fund Balance Policies as Required by GASB 54

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent
Tricia Kowalski, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to adopt Board Resolution #2018-09 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
#2018-09**

At a regular meeting of the Black Oak Mine Unified School District Board of Trustees held on June 14, 2018, 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 2018-19, and

WHEREAS, the Black Oak Mine Unified School District wishes to comply with GASB 54 as required beginning with the current July 1, 2018 – June 30, 2019 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 14, 2018 upon a vote of _____ ayes _____ noes _____ absent.

Bill Drescher, President
Board of Trustees

Darcy Knight, Clerk
Board of Trustees

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.3 Agreement with School Loop Inc.

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent
Tricia Kowalski, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Agreement with School Loop, Inc.

BACKGROUND: School Loop offers on-line subscription products designed to facilitate the distribution of information for our school sites and district websites. This agreement permits Black Oak Mine Unified School District to purchase and receive a subscription to School Loop's web-based Service for the 2018-19 fiscal year, at a total of \$5,250.00

SCHOOL LOOP MASTER SUBSCRIPTION AGREEMENT

This School Loop Subscription Agreement (“**Agreement**”) is agreed to by the Black Oak Mine Unified School District (“**Customer**”), with an address of P.O. Box 4510, Georgetown, CA 95634 and School Loop, Inc., with an address of P.O. Box 2416, San Francisco, CA 94126 (“**School Loop**”). Customer and School Loop may sign forms (“**Documents**”) referencing this Agreement with order details including School Loop’s Order Form, or by Purchase Order, or any other agreed to document, and each such Document is subject to the terms of the Agreement. The Agreement is effective as of the date the first Document is signed by the Customer and School Loop (the “**Effective Date**”) through 06/30/2019, the end date of the term.

This Agreement permits Customer to purchase and receive a subscription to School Loop’s web-based Service (as defined below) for the period specified on the Document (the “**Subscription Term**”) and sets forth the terms and conditions under which such Service will be provided. This Agreement shall govern Customer’s initial subscription on the Effective Date as well as any future subscription purchases made by Customer which reference this Agreement.

1. The Service

1.1. Provision of Service. School Loop offers on-line subscription products designed to facilitate the distribution of information regarding students to parents, students, school and district staff, and, with the proper approvals, to appropriate people with student information rights (“**Users**”), and provide communications and information-sharing capabilities between teachers, students, school and district staff, people with student information rights, and parents (the “**Service**”). Subject to the terms of this Agreement, School Loop shall host the Service and will make the Service available to Customer during the Subscription Term. From time to time School Loop may make available evaluation or no-charge Services.

1.2. Restrictions. 1.2. Customer may use the Service only as expressly authorized by School Loop and for no other purpose. Customer shall not: (a) rent, lease, copy, provide access to or sublicense the Service to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Service, (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Service (including any reports or data printed from the Service); or (d) publicly disseminate information or analysis regarding the performance of the Service.

1.3. Professional Services. If School Loop and Customer agree separately in a Statement of Work (“**SOW**”), School Loop shall provide the professional consulting services described in that SOW (“**Professional Services**”). During the Subscription Term, Customer shall have a license right to use anything delivered as part of the Professional Services internally solely in conjunction with use of the Service under this Agreement, but School Loop shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by School Loop (or its agents). Each SOW must be signed by both parties before School Loop shall commence work under such SOW.

2. Customer Obligations

2.1. "Customer Content" means any data, information or other content of any type which is provided by Customer or any User to School Loop for inclusion in the Service; including, without limitation, data, information or other content which Customer or Users input to or upload to the Service. Customer shall assure that use of the Service and all Customer Content at all times comply with all applicable local, state, federal and international law, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Content (including its use as authorized hereunder). Customer represents and warrants to School Loop that Customer has sufficient rights in the Customer Content to authorize School Loop to process, distribute and display the Customer Content as contemplated by this Agreement and the Service, and that the Customer Content does not infringe the rights of any third-party or constitute libel, slander or defamation. Customer represents that all Customer Content complies with Federal and local privacy regulations and its distribution to Users is not a violation of FERPA or of any local laws or education codes.

2.2. Access to Service. If Customer or Users are given access to accounts on School Loop’s systems in order to make use of the Service, Customer shall require that all Users, employees and agents accessing such accounts keep user ID and password information confidential, and that each employee or agent not share such information with any unauthorized person. User IDs are granted to individual named persons and may not be shared unless required by law. Customer shall be responsible for actions taken using Customer’s and Users’ accounts.

2.3. User Consents. Customer acknowledges that use of the Service may require communication with students. Customer agrees that it shall be solely responsible for (a) securing any consents that may be required from Users to have their data used in the Service, (b) securing from Users such permissions as may be necessary or required in order to collect, store and use such data for the rendering of the Service, (c) providing for such use of User data in its privacy and data use policies, and (d) complying with applicable privacy and other laws. School Loop may provide Customer with a model set of statements which Customer may use to create User consent forms, however those statements are for Customer’s convenience only and it is Customer’s responsibility to ensure that these statements conform to the obligations of this Agreement and applicable law. Customer understands and acknowledges that if ordered by Customer, some features of the Service may allow certain Customer Content to be made public on the Internet. This publicly available Customer Content may include general information about a school, information regarding school news and events, information posted by teachers about their curriculum (such as course descriptions, syllabi, assignments and the like). Customer agrees that it shall be solely responsible for notifying Users that certain Customer Content will be made public on the Internet and for securing the appropriate User consents. Customer also acknowledges that School Loop may make available functionality which allows third parties to access information on the Service or input information on the Service (by way of example and not limitation, functionality which allows synchronizing of a user’s School Loop calendar to an external service).

2.4. Third Party Services. Customer acknowledges that the Service may permit Customer to integrate, at Customer’s and/or Users’ discretion, functionality provided by third party services. Such third party services are not considered part of the “**Service**” provided hereunder. By enabling any such third party services, Customer agrees that School Loop is not responsible for the accuracy, legality, availability or reliability of any such third party services, the acts or omissions of any providers of such third party services or any information made available in connection with such third party services. The manner in which such third party services use, store and disclose your information is governed solely by the policies of such third parties, and School Loop will have no liability or responsibility for the privacy practices or other actions of any provider of such third party service. As such, Customer agrees not to seek to hold School Loop liable or responsible for any damage or loss caused by or in connection with the use of such third party services. School Loop enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

3. Ownership

3.1. Rights in Customer Content. Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Content, and School Loop shall use such Customer Content solely for the purposes of providing the Service. Subject to the terms of this Agreement, Customer hereby grants to School Loop the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly display the Customer Content solely to the extent necessary to provide the Service except where doing so is in violation of FERPA or local laws or education code

3.2. Subscription not Sale. This is a subscription agreement for use of the Service and is not an agreement for sale. Customer agrees that the Service and the end-user documentation and any and all related and underlying School Loop software and technology constitute trade secrets or copyrighted material of School Loop or its suppliers, and that School Loop or its suppliers retain all right, title and interest (including all intellectual property rights) therein. Customer may point their DNS to the sites, and they retain full rights and ownership of their own domain. School Loop may employ a subdomain of schoolloop.com in order to provide the Service, however no ownership or license right in the schoolloop.com domain, or any subdomain, is transferred under this Agreement, and School Loop reserves the sole right to manage any and all domains and subdomains related to the Service as it sees fit. All rights not specifically granted shall be reserved to School Loop. No right, title or interest in any of School Loop's trademarks is granted hereunder.

4. Fees and Payment.

All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms of the applicable Order Form. Except as set forth in Section 6.1 (Limited Warranty), or in the Order Form all fees are non-refundable. Payment is due 30 days from the date of invoice or PO, whichever is later, unless otherwise set forth on the order form. Accounts that are more than 30 days overdue are subject to suspension.

Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, other than taxes based on the income of School Loop. Customer may not withhold any amounts (including as may be required by any taxing authority) without express written consent of School Loop.

5. Term and Termination

5.1. Term. This Agreement shall continue until the earlier occurs of (a) expiration or termination of the Subscription Term, or (b) termination in accordance with this Section 6. Customer's subscription shall renew if and as described in the Order Form

5.2. Termination for Cause. Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice or (b) if the other party files or has filed against it any bankruptcy, dissolution or similar proceeding or enters into any form of arrangement with its creditors (provided such filing is not removed within 60 days thereof).

5.3. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all related School Loop software, technology and systems) and delete (or, at School Loop's request and expense, return) any and all copies of the Service documentation provided by School Loop, any School Loop passwords or access codes and any other School Loop Confidential Information in its possession. Termination of this Agreement shall be in addition to, and not in lieu of, any equitable or other remedies available to the terminating party.

5.4. Suspension of Service. School Loop has the right, in its sole reasonable discretion, to suspend the Services immediately if deemed reasonably necessary, (reasonably necessary conditions which, for example, may include breaches of security that risk FERPA protected-data, the publication of pornography or other restricted materials by customer) by School Loop to prevent any harm to School Loop and/or its business. School Loop will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, School Loop will promptly restore the Services.

5.5. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.2 (Restrictions), 2.4 (Third Party Services), 3 (Ownership), 4 (Fees and Payment), 5 (Term and Termination), 6.1 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidentiality), and 10 (General).

6. Limited Warranty

6.1. Limited Warranty. 6.1. School Loop warrants, for Customer's benefit only, that the Service will be provided in material conformity with its documentation. School Loop does not warrant that the operation of the Service will be uninterrupted or error-free. As Customer's sole and exclusive remedy for any breach of warranty, School Loop will use reasonable efforts to correct any failure of the Service to conform to its documentation at no charge to Customer. If School Loop determines it cannot resolve a material defect within a reasonable period of time, Customer will have the right to terminate the Subscription Term and receive as its sole remedy a refund of: (a) the subscription fees specified in the applicable Order Form which are allocable to the 30 day period prior to the date the warranty claim was made and (b) any fees Customer has pre-paid for periods of service it has not yet received. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to any Free Services.

6.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL TRAINING SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. SCHOOL LOOP AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE OR TRAINING SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, (B) ANY

CUSTOMER CONTENT OR OTHER STORED DATA WILL BE ACCURATE OR NON-CORRUPTED, OR (C) THAT THE SERVICE WILL BE FREE OF ANY VIRUSES OR MALICIOUS CODE WHICH CANNOT BE DETECTED USING COMMERCIALY AVAILABLE PRODUCTS. SCHOOL LOOP SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND TRAINING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. SCHOOL LOOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, THE SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOL LOOP.

7. Limitation of Remedies and Damages

7.1. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOL LOOP'S ENTIRE LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$1,000 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SCHOOL LOOP UNDER THE APPLICABLE ORDER FORM.

7.3. THIS SECTION 7 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER SECTIONS 1.2 (RESTRICTIONS), 8.2 (INDEMNIFICATION BY CUSTOMER) OR 9 (CONFIDENTIALITY). The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8. Indemnification

8.1. **Indemnity by School Loop.** School Loop shall indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's authorized use of the Service, provided that School Loop shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for School Loop to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Service is, or in School Loop's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, School Loop may, in its sole discretion: (a) substitute substantially functionally similar services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by School Loop. The foregoing indemnification obligation of School Loop shall not apply: (1) if the Service is modified by any party other than School Loop, but solely to the extent the alleged infringement is caused by such modification; (2) the Service is combined with other non-School Loop products or processes not authorized by School Loop, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to the Customer Content or any third-party deliverables or components contained within the Service; (5) to any action arising as a result of the Customer Content; or (6) to any Free Service. THIS SECTION 9 SETS FORTH SCHOOL LOOP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. **Customer Responsibility for Content.** Customer shall indemnify and hold harmless School Loop from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim alleging (a) that the Customer Content or its use in the Service infringes the rights of, or has caused damage to, Customer, a User or other third-party (excluding any claim to the extent based on any underlying School Loop software or technology), (b) any action or inaction by Customer or a User resulting in damage to persons or property, or (c) that Customer failed to secure adequate permission from any User for the use of the Customer Content. This indemnification obligation is subject to Customer receiving prompt notice of the claim and having the sole right to control the defense and settlement of all such claims, lawsuits and other proceedings. School Loop agrees to provide such reasonable assistance and cooperation to Customer as is reasonably requested by Customer.

9. Confidentiality

9.1. "**Confidential Information**" means (a) any School Loop software, interfaces, web applications and documentation that are designated as confidential, and (b) information designated as confidential by either party, including, but not limited to, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development and business activities, whether obtained or disclosed verbally or in writing, and (c) any pupil records, as defined under relevant education codes. The Service itself, documentation and technical information provided by School Loop or its agents shall be deemed Confidential Information of School Loop without any marking or further designation. School Loop acknowledges that Customer is a public school district and that certain Customer Content is protected and governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), and the local Education Code, and School Loop agrees that it shall maintain the confidentiality of such data, and will abide by FERPA and the local Education Code.

9.2. **Nondisclosure.** The parties acknowledge that they have been entrusted with Confidential Information of the other party and agree to use reasonable care to protect the

confidentiality thereof, using at least the same degree of care that each of them would use to protect their own similar information. Except as otherwise required by applicable law, each party shall not (a) use such Confidential Information of the other party for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first attempting to inform the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

9.3. Exclusions. The obligations under this Section 10 shall not apply to information which (a) is or becomes a part of public knowledge through no act or omission of the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) comes into the possession of the receiving party rightfully from a third party without obligation of confidentiality, (d) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party, or (e) is subject to disclosure under applicable law.

9.4. Enforcement. Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 10 (Confidentiality) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

10. General

10.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that School Loop may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement without such written consent will be null and void. We may also share information about users in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company. In these circumstances, we will only share information with a company that has agreed to data privacy standards no less stringent than our own. In the event that information is shared in this manner, notice will be posted on our Site.

10.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

10.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transaction Act. Unless waived by School Loop in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

10.4. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 10.4 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

10.5. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

10.6. Entire Agreement. This Agreement, and any other agreement incorporated by this Agreement by reference, including but not limited to any SOW or Subscription Agreement(s) is/are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products School Loop may make changes to the Service at any time.

10.7. Changes to the Services. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products, School Loop may make changes to the Service at any time. Such changes may require Customer to update or upgrade software or equipment used to access the Service. Customer shall be solely responsible for any such updates or upgrades, provided, however, that if any planned changes to the Service are reasonably foreseeable to require any updates or upgrades to Customer's software or equipment, School Loop shall provide Customer with 6 months prior notice of such planned changes.

10.8. Student Count Verification. Upon contracting, and once a year for the term of the contract, Customer shall furnish School Loop with official student enrollment figures for the district and for each school using the Service. If applicable to the type of license, this report will serve as the official student count each year for invoicing throughout the Subscription Term.

10.9. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

10.10. Publicity. Subject to Customer's sole discretion, which shall not be unreasonably withheld, School Loop shall have the right to use Customer's name and logo as part of School Loop's customer list.

10.11. Government End Users. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement and by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

10.12. Subcontractors. School Loop may use the services of subcontractors for performance of services under this Agreement, provided that School Loop remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.

10.13. Independent Contractors. The relationship of the parties hereto is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

10.14. Compliance with Laws. Customer and School Loop will comply, at their own expense, with all statutes, regulations, laws, rules and ordinances of any governmental body, department or agency which apply to or result from Customer's obligations under this Agreement. Customer agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.

Black Oak Mine Unified School District

Customer

Jeremy Meyers-Superintendent
Name/Title

[Signature]
Signature

4/15/18
Date

School Loop, Inc
Mark Gross CEO / Founder

[Signature]
Signature

18 April, 2018
Date

SCHOOL LOOP Order Form

Customer Name: Black Oak Mine Unified School District
Start Date: 07/01/2018 End Date: 06/30/2019

Payment Summary

You will be billed once a year for each year per the terms in the Payment Notes.

School Year	Total Due for Year
18/19	\$5250.00

Detail

The following breaks down the total amount due each year by license and service:

Service Type	License/Service	Price	Unit	18/19
School Loop Standard 2.0 (SLS2)	Site License	\$750.00	7.00	\$5250.00
			Total 18/19	\$5250.00

General Notes	
----------------------	--

Payment Notes	Please send a purchase order to accounts@schoolloop.com . We invoice off your purchase order with payment due in 30 days. Annual services are billed once for each school year on July 1 of the corresponding year. You will be invoiced separately for each school year. Other services will be billed on PO. Our mailing address is P.O. Box 2416, San Francisco, CA 94126.
----------------------	--

By signing this Order Form, Customer agrees that any and all subscriptions and services provided by School Loop under this Order Form are subject to the School Loop Master Subscription Agreement which Customer signed with School Loop. Any capitalized terms used but not defined in this Order Form shall have the meanings ascribed to such terms in the Subscription Agreement.

Black Oak Mine Unified School
District



By (Signature)


Jeremy Meyers - Superintendent

Name/Title (Printed)

6/15/18

Date

School Loop, Inc.



By (Signature)

Mark Gross CEO / Founder

Name/Title

18 April, 2018

Date

Introduction

The purpose of this document is to provide a comprehensive overview of the project's objectives and scope.

This document is organized as follows:

- 1. Introduction
- 2. Objectives
- 3. Scope
- 4. Methodology
- 5. Results
- 6. Conclusion

The project aims to achieve the following objectives:

- 1. To identify the key factors influencing the system's performance.
- 2. To develop a robust model that can predict the system's behavior under various conditions.
- 3. To optimize the system's performance based on the identified factors.

The scope of the project is limited to the following areas:

- 1. The analysis of the system's performance under different input parameters.
- 2. The development of a model that can simulate the system's behavior.
- 3. The optimization of the system's performance based on the model's results.

The methodology used in this project is based on the following steps:

1. Data collection and analysis.
2. Model development and validation.
3. Optimization and sensitivity analysis.

The results of the project are presented in the following sections:

- 1. The analysis of the system's performance under different input parameters.
- 2. The development of a model that can simulate the system's behavior.
- 3. The optimization of the system's performance based on the model's results.

The conclusion of the project is that the system's performance can be significantly improved by optimizing the input parameters.

The following recommendations are provided for the implementation of the project:

- 1. The system's performance should be monitored regularly to ensure that it remains optimized.
- 2. The input parameters should be adjusted as needed to maintain the system's performance.
- 3. The model should be updated as new data becomes available to ensure that it remains accurate.

The project was completed on the following date:

10/10/2023

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.4 Administrative Personnel Action

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent
Shelly King, Personnel Services Coordinator

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to employ David Gleason as the Director of American River Charter School (FTE to be determined based on enrollment) for the 2018-19 school year.

BACKGROUND: The position is necessary due to staffing needs. Personnel action is submitted in accordance with District policy.

AMERICAN RIVER CHARTER SCHOOL ADMINISTRATOR
PERSONNEL ACTION

Charter School Administrator Employment 2018-19

David Gleason – American River Charter School Director. Mr. Gleason has been working a teacher with the American River Charter School since starting in August of 2010.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.5 Budget Revision Resolution

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent
Tricia Kowalski, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees adopt Resolution #2018-10 to allow for the necessary 2017-18 year end balancing budget adjustments.

BACKGROUND: At the close of each fiscal year, a resolution for authorization of year-end budget transfers/revisions for Board approval is submitted. Education Code Sections 42601 and 42602 permit the Governing Board to adopt a resolution authorizing the County Superintendent of Schools to make budget transfers and revisions necessary to complete the fiscal year-end closing process. To ensure the integrity of the board approved operating budget, year-end budget transfers and revisions are limited to major object classifications between the reserve for economic uncertainties and the appropriate revenue and expenditure account classifications. The District will direct the County Superintendent of Schools and prepare the appropriate transfers needed for the year-end fiscal closing. Additionally, all transactions will be reflected in the 2017-2018 Unaudited Actuals that will be provided to the Board in September, 2018.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. **2018-10**
BUDGET REVISIONS AND TRANSFERS

On motion of member _____, seconded by member _____, the following resolution is adopted:

WHEREAS, the Black Oak Mine Unified School District approves budget transfers and expenditure increases; and

WHEREAS, it appears certain that a number of budget revisions will be required after the close of the 2017-2018 fiscal year; and

WHEREAS, the governing board of the Black Oak Mine Unified School District has determined that additional income is assured in excess of the amounts previously budgeted, and will be required for budget balancing purposes after the close of the 2017-2018 fiscal year; and

WHEREAS, the governing board of the Black Oak Mine Unified School District can show just cause for the expenditure of such funds.

NOW, THEREFORE BE IT RESOLVED that pursuant to Education Code Sections 42601 and 42602, the Black Oak Mine Unified School District may appropriate any such excess funds, identify and make such transfers between the designated and/or unappropriated fund balances and any expenditure classification(s), or balance any expenditure classification(s) of the budget of the Black Oak Mine Unified School District for the 2017-2018 fiscal year as necessary to permit the payment of obligations of the Black Oak Mine Unified School District incurred during the 2017-2018 fiscal year. **BE IT FURTHER RESOLVED** that after all transfers have been made, the Black Oak Mine Unified School District shall submit such transfers to the Black Oak Mine Unified School District Board for ratification. Said ratification shall be limited to major object classifications in accordance with the law.

PASSED AND ADOPTED by the Board
of Trustees by the following vote on the 14th day of June, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Clerk of the Board

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 13.6 Gifts

MEETING DATE: June 14, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the board of trustees consider accepting the gift(s) donated.

BACKGROUND: The following gift(s) are being donated to the District:

1. Waste Connection US, Inc. donated \$746.94 dollars that was used to transport volleyball players to the Senior Trip.

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

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

Jeremy Meyers,
Superintendent
Cerrene Cervantes,
Director of Educational Services
6540 Wentworth Springs Road
Post Office Box 4510
Georgetown, CA 95634
(530) 333-8300
Fax: (530) 333-8303
Website: bomusd.org

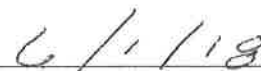


Request for Board Acceptance of Gift

To:	Jeremy Meyers
From:	Judy Toth
Re:	Request for Board Acceptance of Gift
Date:	5/30/2018
Description of Gift:	Check for \$746.94
Donor Estimated Value:	\$746.94
Donated By:	Waste Connections US, Inc.
Mailing Address:	3 Waterway Square Place, Suite 110 The Woodlands, TX 77380
Donor Requests Gift To Be Used At/For:	Transporting Volleyball players to Senior Trip.



Jeremy Meyers



Date