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:	May 24, 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 ascertain if there is a need for a time limit and will advise the public. With Board consent, the President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. The agenda packet for this public meeting, as well as agenda documents distributed less than 72 hours prior to this meeting, are available for review at the Black Oak Mine Unified School District Office at the above address. If you are an individual with a disability and need an accommodation, please contact the District Office at 333-8300 at least 48 hours in advance. The Board meetings are taped by the District Office and the tape recordings are destroyed after 30 days. 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 – 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 – Student Expulsion Hearing - #06-18
- 3.2 Confidential Student Matter – Student Expulsion Hearing - #07-18
- 3.3 Confidential Student Matter – Stipulated Student Expulsion - #08-18
- 3.4 Confidential Student Matter – Stipulated Student Expulsion - #09-18
- 3.5 Public Employee Employment-Certificated Teacher
- 3.6 Letters of Resignation-Retirees (Classified)
- 3.7 Personnel Matter – Letter of Resignation, Certificated Management
- 3.8 Personnel Matter – Letter of Resignation, Classified Management
- 3.9 Conference with Superintendent Jeremy Meyers, Personnel Services Coordinator Shelly King, and District Labor Negotiators regarding Labor Negotiations with the Black Oak Mine Teachers Association and the California School Employees Association, Gold Chain Chapter #660
- 3.10 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 BOARD RECONGNITIONS– 7:05 P.M.

8.1 Student of the Year

EXPLANATION: Student of the Year plaques will be presented to a student from each school site by the site administrator.

8.2 Retirees

EXPLANATION: Recognition of Classified Retirees.

RECEPTION BREAK

9.0 COMMUNICATIONS – 7:35 P.M.

9.1 Public Hearing – Tentative Agreement by and between The Black Oak Mine Unified School District and The California School Employees Association, Gold Chain Chapter #660 for 2016-17, 17-18, & 18-19 school years (Page 1)

9.2 Public Hearing - AB 1200 Disclosure of the Tentative Agreement by and between BOMUSD and CSEA (Page 2)

9.3 Written Communications

9.4 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.

10.0 EXCELLENCE IN EDUCATION – 7:45 P.M.

11.0 BLACK OAK MINE TEACHERS ASSOCIATION REPORT- 7:45 P. M.

12.0 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REPORT – 7:50 P. M.

13.0 STUDENT REPRESENTATIVE REPORT – 7:55 P. M.

14.0 FACILITIES, MAINTENACNE, OPERATIONS, & TRANSPORTATION REPORT - 8:00 P.M.

15.0 SITE ADMINISTRATOR REPORTS – 8:10 P. M.

16.0 SUPERINTENDENT REPORT – 8:20 P. M.

17.0 INFORMATION & DISCUSSION – 8:30 P.M

17.1 El Dorado County Office of Education 2017-18 Second Interim Review Letter (Pages 1-4)

EXPLANATION: Superintendent Jeremy Meyers will share with the Board of Trustees the results of the Second Interim Review Letter from El Dorado County Office of Education.

17.2 CSBA Board Policy Updates – First Read (Pages 5-26)

EXPLANATION: The Board of Trustees will review Board Policy Updates

17.3 Government Financial Strategies Inc. Annual Disclosure Report (Pages 27-28)

EXPLANATION: Government Financial Strategies Inc. has provided an Annual Disclosure Report for 2016-17.

18.0 NEW BUSINESS – 8:15 P. M.

18.1 Board Resolution #2018-08 Declaring an Election be Held (Pages 39-40)

RECOMMENDATION: It is recommended that the Board of Trustees consider adopting Board Resolution #2018-08 Declaring An Election Be Held on November 6, 2018.

M_____ S_____ V_____

18.2 USA Studies Weekly History Social Studies materials adoption (Page 41)

RECOMMENDATION: It is recommended that the Board of Trustees consider adopting the USA Studies Weekly Materials as recommended by the Curriculum Council and the District Leadership Team.

M_____ S_____ V_____

18.3 Tentative Agreement by and between The Black Oak Mine Unified School District and The California School Employees Association, Gold Chain Chapter #660 for 2016-17, 17-18, & 18-19 school years and the California School Employees Association and the AB 1200 Disclosure.
(Pages 43-50)

RECOMMENDATION: It is recommended that the Board of Trustees approve the Agreement between The Black Oak Mine Unified School District and the California School Employees Association and the AB 1200 Disclosure.

M_____ S_____ V_____

19.0 CONSENT AGENDA - 8:55 P.M.

M_____ S_____ V_____

19.1 2018-19 El Dorado County Office of Education Services Agreement (Pages 51-54)

RECOMMENDATION: It is recommended that the Board of Trustees approve the 2018-19 El Dorado County Office of Education Services Agreement.

19.2 Single Plan for Student Achievement (Page 55)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the Single Plan for Student Achievement for 2018-19 for Northside School, Georgetown School, Otter Creek School, Divide High School and Golden Sierra Junior Senior High School.

19.3 Certificated and Classified Personnel Action-American River Charter School (Pages 57-58)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the certificated and classified personnel action to renew contracts for the American River Charter School as submitted for the 2018-19 school year.

19.4 Ratification of Representatives to California Interscholastic Federation Sac-Joaquin Section Leagues (Pages 59-60)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the Ratification of Representatives to California Interscholastic Federation Sac-Joaquin Section Leagues for the 2018-19 school year.

19.5 Consultant Service Agreement with Sierra Child & Family Services (Pages 61-64)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with Sierra Child & Family Services for the 2018—19 School Year.

19.6 Consultant Service Agreement with Linda Szczepanic (Pages 65-68)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with Linda Szczepanic for the 2017-18 School Year.

19.7 Catapult EMS Support Agreement (Pages 69-84)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the Catapult EMS Support Agreement for the 2018-19 School Year.

19.8 New Tech Network Agreement (Pages 85-108)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the New Tech Network Agreement for the 2018-19 School Year.

19.9 AVID Contract (Pages 109-118)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the AVID Contract for the 2018-19 School Year.

19.10 Focal Point K12 Contract (Pages 119-130)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the Focal Point K12 Contract for the 2018-19 School Year.

19.11 Certificated Personnel Action (Pages 131-132)

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

19.12 Board Meeting Minutes (Pages 133-136)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the minutes from the regular Board Meeting on April 12, 2018.

19.13 Board Study Session Minutes (Pages 137-138)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the minutes from the Board Study Session on April 24, 2018.

19.14 Purchase Orders, Warrants, Bids and Quotes (Page 139)

RECOMMENDATION: It is recommended that 2017-18 fiscal year Batch numbers 8066-8072 dated April 2, 2018 through April 24, 2018, for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund, for a total of $360,285.50, be approved.

19.15 Gifts (Pages 141-144)

RECOMMENDATION: It is recommended that the Board of Trustees consider accepting the gifts donated.

19.16 Gifts-Rhonda Phillips Scholarship Fund (Page 145)

RECOMMENDATION: It is recommended that the Board of Trustees consider accepting the gifts donated to the Rhonda Phillips Scholarship Fund.

19.17 Gifts – Paul Mello Fund (Pages 147-148)

RECOMMENDATION: It is recommended that the Board of Trustees consider accepting the gifts donated to the Paul Mello Fund.

20.0 REPORTS OF THE BOARD OF TRUSTEES – 9:00 P.M.

21.0 FUTURE MEETINGS
The next regular meetings of the Board are scheduled for Monday, June 11, 2018 and Thursday, June 14, 2018 at 7:00 P.M.

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

23.0 ADJOURNMENT

km/board/5-24-18/agenda

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

PUBLIC HEARING
ON

THE TENTATIVE AGREEMENT BY AND BETWEEN THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLYEES ASSOCIATION, GOLD CHAIN CHAPTER #660 FOR THE 2016-17, 2017-18, AND 2018-19 SCHOOL YEARS

May 24, 2018
7:00 P.M.
DISTRICT OFFICE – BOARD ROOM
6540 WENTWORTH SPRINGS ROAD, GEORGETOWN, CA 95634

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

PUBLIC HEARING
ON

AB 1200 DISCLOSURE FOR THE AGREEMENT BETWEEN BLACK OAK MINE UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, GOLD CHAIN CHAPTER #660 FOR THE 2016-17, 2017-18, AND 2018-19 SCHOOL YEARS

May 24, 2018
7:00 P.M.
DISTRICT OFFICE – BOARD ROOM
6540 WENTWORTH SPRINGS ROAD, GEORGETOWN, CA 95634

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.1 Results of El Dorado County Office of Education 2017-18 Second Interim Review

MEETING DATE: May 24, 2018

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

EXPLANATION: The results of El Dorado County Office of Education 2017-18 Second Interim Review will be shared with the Board of Trustees.

BACKGROUND: In compliance with the provisions of Education Code Section 42130 et seq., the El Dorado County Office of Education has completed its review of our District's 2017-18 Second Interim budget which was approved by the Board of Trustees at the March 8, 2018 Board meeting. This review covers the 2017-18 Second Interim budget as well as the projections for 2018-19 and 2019-20. The County Office is required to issue a letter to the Governing Board by April 15, 2018, that indicates agreement (or disagreement) with the District's finding of positive, qualified or negative budget.

km/board/5-24-18/EDCOE Results Second Interim Budget

EDCOE
EL DORADO COUNTY
OFFICE OF EDUCATION

EXCELLENCE IN EDUCATION FOR THE 21st CENTURY
Dr. Ed Manansala, County Superintendent of Schools

April 16, 2018

Bill Drescher, School Board President
Black Oak Mine Unified School District
1378 Hamblen Way
Cool, CA 95614

Dear Bill Drescher:

In compliance with the provisions of Education Code Section 42130 et seq., our office has completed its "AB 1200 Review" of the 2017-18 Second Interim budget adopted by the board in March of 2018. Per E.C. 42131, the district governing board certifies whether or not the district is able to meet its financial obligations for the remainder of the fiscal year (2017-18) and two subsequent years (2018-19 & 2019-20).

The County Office is required to issue a letter to the governing board by April 16, 2018 that indicates our agreement (or disagreement) with the governing board's finding of positive, qualified or negative. Our office has reviewed the data submitted, including the criteria and standards for your district, and ***concurs with the Positive certification*** finding approved by the district governing board.

> *"A positive certification means the district is able to meet its financial obligations for the remainder of the school year and subsequent two years. A qualified certification means the district may not be able to meet its financial obligations for the current year or two subsequent fiscal years. A negative certification means the district will not be able to meet its financial obligations for the remainder of the current year or the subsequent year." (E.C. 42131)*

When the Governor presented his State Budget proposal for 2018-19 in January, he continued to warn that California is now experiencing its longest economic recovery since World War II and that an economic recession is inevitable. The Governor's 2018-19 Budget proposal fully implements the Local Control Funding Formula (LCFF) two years earlier than originally projected, and again includes one-time discretionary funding. Districts that budget these one-time funds in their 2018-19 multi-year projections should ensure that their spending plan is flexible, scalable and adjustable. We, along with county offices throughout the state, advise districts to not balance their multi-year budgets based on these one-time funds.

As districts build their multi-year projections, we recognize the challenges districts face having to balance budgets with limited funding increases and rising employer contributions for CalPERS and CalSTRS retirement benefits. We understand that the LCFF, LCAP, and California's system of support and new accountability system that comes with the funding model have forced many districts to rethink their approach to planning and to allocating resources to align with state and local priorities. We appreciate the board's desire and intent to continuously improve student outcomes and overall student performance.

2017-18 Second Interim Review

The County Office has reviewed the data submitted and performed additional testing of the data as we deemed necessary. This review covers the 2017-18 Second Interim budget, as well as the projections for 2018-19 and 2019-20. We have provided any technical comments relative to the report to your district's chief fiscal officer. Based upon our review, we highlight the following items:

- **Local Control Funding**
  With the LCFF formula, the district is funded at its historical base, adjusted for average daily attendance (ADA) changes, plus a portion of the difference between the historical level and the LCFF target. This means at Second Interim the district is funded at 2.00% below its LCFF target. This gap between the funded and target LCFF is about $200,000.

  The Governor's State Budget proposes fully funding LCFF by 2018-19. It is important to note that while full funding of the LCFF may provide increases in funding in the budget year, estimates of future year increases will be limited to COLA, which are currently estimated to be less than 3.00% per year.

- **Current Year Deficit Spending**
  The 2017-18 Second Interim budget shows the district's unrestricted income/expenditure variance (adjusted for one-time income and expenditures) is approximately ($136,000), which means the district is spending $136,000 more than current year income.

- **Negotiations**
  The 2017-18 Second Interim budget reflects the status of negotiations as follows:

Certificated	Settled
Classified	Unsettled

- **Enrollment / ADA (Average Daily Attendance)**
  The District experienced declining enrollment in the past few years. Based on a comparison of CBEDS data, in 2017-18 the district experienced a loss of 30 students. Enrollment losses for the next two years are projected to decline by 31 students in 2018-19 and slightly increase by 4 students in 2019-20. This decline in enrollment will lead to lower revenues from sources that are based on enrollment and average daily attendance (ADA). As a declining enrollment district, revenues fall more quickly than expenditures and long-term structural solutions are necessary to bring expenditures in alignment with revenues.

  The district is funded in 2017-18 based on 2016-17 ADA, a loss of approximately $263,000. The district is projecting a loss of over 21 ADA in 2017-18, which will result in over $156,000 loss in LCFF funding in 2018-19. The district should continue to monitor enrollment projections and adjust staffing and other expenditures accordingly.

- **Reserve Levels**
  The district has an economic uncertainty reserve of 5.00%. The required reserve level for the district is 4.00%. We recognize that the district maintains additional reserves beyond the minimum.

- **Cash Flow**
  The general fund cash flow submitted with the 2017-18 Second Interim Report projects that the district will end the budget year with a positive cash balance.

- **Multiyear Projections**

  The district's multiyear projection reflects assumptions that target LCFF revenue levels will increase by 2.51% in 2018-19 and 2.41% in 2019-20, with district funding at 100% full LCFF funding in 2018-19 and at LCFF target rates in 2019-20.

  As CalSTRS and CalPERS employer rates continue to rise, it is important for districts to recognize the impact of these increased rates (as listed in the tables below) in their multiyear projections. The district's multiyear includes both the CalSTRS and CalPERS employer rate increases, which are estimated at $134,000 in 2018-19 and $150,000 in 2019-20.

CALSTRS									*Projected*
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	*2021-22*
Employer Rate	8.25%	8.86%	10.73%	12.58%	14.443%	16.28%	18.13%	19.10%	*19.50%*
Increase from Prior Year		0.630%	1.850%	1.850%	1.863%	1.837%	1.850%	0.970%	*0.400%*

CalPERS						*Projected*			
	2013-14	2014-15	2015-16	2016-17	2017-18	*2018-19*	*2019-20*	*2020-21*	*2021-22*
Employer Rate	11.442%	11.771%	11.847%	13.888%	15.531%	*17.700%*	*20.00%*	*22.700%*	*23.700%*
Increase from Prior Year		0.329%	0.076%	2.041%	1.643%	*2.169%*	*2.300%*	*2.700%*	*1.000%*

The district's multiyear projection indicates sufficient amounts to meet minimum reserve requirements. In order for the district to eliminate deficit spending in 2019-20, the district projects that reductions of $450,000 in 2019-20 would be required. The magnitude of these amounts represents necessary spending reductions of 4.00% across two years given the current level of projected revenues.

Although the multiyear projection indicates sufficient amounts to meet minimum reserve requirements in 2019-20, the ending fund balance in 2019-20 will have dropped 29.00% over a two-year period.

Summary Statement

We appreciate the efforts of the board and district administration as they strive to develop and maintain balanced budgets under our new funding model and accountability system. It is important to note the district's change to a positive certification at this Second Interim Budget reporting period. We will be working closely with the district to monitor their budget to assist and support their efforts in sustaining a positive budget certification. We understand the board will be carefully monitoring the budget in the current and future fiscal years and will make reductions as necessary to sustain their positive certification and to ensure the ongoing fiscal solvency of the district.

We look forward to our continued partnership as we all navigate through this funding model and accountability system transition. Please do not hesitate to contact our office if we can be of assistance and support.

Sincerely,

Dr. Ed Manansala, County Superintendent of Schools
El Dorado County Office of Education

cc: Jeremy Meyers, District Superintendent
Tricia Kowalski, Chief Business Official
Robbie Montalbano, EDCOE Deputy Superintendent, Administrative Services
Roslynne Manansala-Smith, EDCOE Director, External Business

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.2 CSBA Board Policy Updates/Revisions

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

EXPLANATION: The Board of Trustees will review the following CSBA Board Policy Updates/Revisions:

1312.3 Uniform Complaint Procedures, 3551 Food Service Operations/Cafeteria Fund, 3553 Free and Reduced Price Meals, and 4111/4211/4311 Recruitment and Selection.

BACKGROUND: BP 1312.3 Uniform Complaint Procedures: Policy has been updated to list all state and federal programs subject to the uniform complaint procedures (UCP) as specified in the Federal Program Monitoring instrument, reflect NEW LAW (AB 699) which includes immigration status as a prohibited basis for discrimination, and reflect NEW LAW (AB 365) which authorizes the use of UCP for alleged noncompliance with certain educational rights of children of military families. Policy also revised to clarify that, although complaints of employment discrimination are not subject to UCP, the district has an obligation to investigate such complaints using other district procedures. Regulation updated to reflect a requirement in AB 365 that the annual UCP notice include the educational rights of children of military families. Regulation also clarifies that any individual, public agency, or organization may file a complaint alleging violation of law regarding applicable state or federal programs, and deletes references to Office of Civil Rights resources on sexual violence which have been withdrawn.

BP 3551 Food Service Operations/Cafeteria Fund: Policy has been updated to reflect NEW LAW (SB 250) which requires districts to make their meal charge policy public and ensure that students with unpaid meal fees are not shamed or treated differently than other students. Section on "Procurement of Foods, Equipment, and Supplies" reflects NEW LAW (SB 730) which requires the California Department of Education (CDE) to provide information about the Buy American provision, NEW LAW (AB 822) which requires a preference for California-grown agricultural products with specified exceptions, and NEW LAW (SB 544) which clarifies that procurements in federally funded nutrition programs are subject to the procurement standards of the federal Uniform Guidance. Regulation updated to reflect provisions of SB 250 which require districts to notify parents/guardians within 10 days of a negative balance in their child's school meal account and to exhaust all options to enroll the student in the free and reduced-price

meal program if he/she is eligible. Regulation also adds new section reflecting NEW LAW (SB 557) which authorizes donation of unused, unopened foods to a food bank or other nonprofit charitable organization.

BP 3553 Free and Reduced Price Meals: Policy has been updated to reflect NEW LAW (SB 138) which requires districts to apply by September 1, 2018, for a federal universal meal service for "very high poverty schools," as defined, for the purpose of providing breakfast and/or lunch free of charge to all students enrolled at the school. An exception exists for districts whose board adopts a resolution stating the district is unable to comply due to fiscal hardship. Regulation updated to reflect a provision of SB 138 which requires direct certification of students' eligibility for free or reduced-price meals based on their Medi-Cal participation. In both BP and AR, section related to confidentiality and allowable purposes for sharing students' free and reduced-price meal eligibility information revised to reflect the elimination of Title I program improvement.

BP 4111/4211/4311 Recruitment and Selection: Policy has been updated to expand discussion of possible recruitment incentives, including subsidized housing programs for teachers and other employees and NEW LAW (AB 99) which establishes the California Educator Development grant program to assist districts with attracting and supporting the preparation and continued learning of teachers, principals, and other school leaders. Policy also reflects NEW LAW (AB 168) which prohibits districts from seeking salary history information about an applicant and from relying on salary history information as a factor in determining whether to offer employment or the salary to offer an applicant, unless the salary information is disclosable under state or federal law or the applicant voluntarily discloses the information without prompting.

Board members that have suggestions for changes should contact the District Office by May 31, 2018.

UNIFORM COMPLAINT PROCEDURES

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

[Complaints Subject to the UCP]

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

1. Any complaint alleging district violation of applicable state or federal laws or regulations governing adult education programs, After School Education and Safety programs, ~~migrant education~~ **[agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers]**, career technical and technical education and training programs, child care and development programs, child nutrition programs, ~~special education programs~~ **[compensatory education]**, consolidated categorical aid programs, **[Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs]**, and any other district-implemented program which is listed in Education Code 64000(a) ~~(5 CCR 4610)~~

(cf. 3553 – Free and Reduced Price Meals)
(cf. 3555 – Nutrition Program Compliance)
[(cf. 5131.62 - Tobacco)]
~~*(cf. 5141.4 – Child Abuse Prevention and Reporting)*~~
(cf. 5148 – Child Care and Development)
(cf. 5148.2 – Before/After School Programs)
[(cf. 5148.3 – Preschool/Early Childhood Education)]
(cf. 6159 – Individualized Education Program)
(cf. 6171 – Title 1 Programs)
(cf. 6174 – Education for English Language Learners)
(cf. 6175 – Migrant Education Program)
(cf. 6178 – Career Technical Education)
(cf. 6178.1 – Work-Based Learning)
(cf. 6178.2 – Regional Occupational Center/Program)
(cf. 6200 – Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state

UNIFORM COMPLAINT PROCEDURES (continued)

financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, **[immigration status]**, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)

(cf. 0410 – Nondiscrimination in District Programs and Activities)
(cf. 5145.3 – Nondiscrimination/Harassment)
(cf. 5145.7 – Sexual Harassment)

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

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

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

(cf. 3260 – Fees and Charges)
(cf. 3320 – Claims and Actions Against the District)

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

(cf. 0460 – Local Control and Accountability Plan)

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

   (cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, **[a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school,]** alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another

UNIFORM COMPLAINT PROCEDURES (continued)

school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)
[(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)]

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

~~*(cf. 6173.3 - Education Juvenile Court School Students)*~~

~~9~~**[8].**Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student **[in grades 9-12]** to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions. (Education Code 51228.3)

(cf. 6152 - Class Assignment)

~~10~~**[9]**. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school. (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

~~11~~**[10]**. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

~~12~~**[11]**. Any other complaint as specified in a district policy.

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

(cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 – Student Records)
(cf. 9011 – Disclosure of Confidential/Privileged Information)

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

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

(cf. 4131 – Staff Development)
(cf. 4231 – Staff Development)
(cf. 4331 –Staff Development)

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

(cf. 3580 – District Records)

Non-UCP Complaints

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

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

[(cf. 5141.4 - Child Abuse Prevention and Reporting)]

2. Any complaint alleging health and safety violation by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

UNIFORM COMPLAINT PROCEDURES (continued)

~~3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.~~

4 **[3]**. Any complaint alleging fraud shall be referred to the **[Legal, Audits and Compliance Branch of the]** California Department of Education.

[Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.]

~~In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve~~ a**[A]**ny complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments~~.~~**[shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures]**. (Education Code 35186)

(cf. 1312.4 – Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
***[32280]**32289 School safety plan, uniform complaint procedures*
[33380-33384 California Indian Education Centers]
35186 Williams uniform complaint procedures
[44500-44508 California Peer Assistance and Review Program for Teachers]
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49013 Student Fees
49060-49079 Student Records
49069.5 Rights of parents
49490-49590 Child nutrition programs
[49701 Interstate Compact on Educational Opportunity for Military Children]
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
*51225.1-51225.2 Foster youth, homeless children, former juvenile court school students; **[and military-connected students;]** course credits; graduation requirements*
[51226-51226.1 Career technical education]
51228.1-51228.3 Course periods without educational content

UNIFORM COMPLAINT PROCEDURES (continued)

52060-52077 Local control and accountability plan, especially
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
[54000-54029 Economic Impact Aid]
~~*52800-52870 School-based program coordination*~~
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
[HEALTH AND SAFETY CODE
104420 Tobacco-Use Prevention Education]
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGUALTIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGUALTIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6577 Title I basic programs
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individual with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
[CODE OF FEDERAL REGULATIONS, TITLE 34]
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex

UNIFORM COMPLAINT PROCEDURES (continued)

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND

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

(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)
(cf. 3311 - Bids)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 5030 – Student Wellness)

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

(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

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

Meal Sales

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

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

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

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

~~*(cf. 0410 – Nondiscrimination in District Programs and Activities)*~~
~~*(cf. 3553 – Free and Reduced Price Meals)*~~
~~*(cf. 5145.3 – Nondiscrimination/Harassment)*~~

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

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

(cf. 0410 - Nondiscrimination in District Programs and Activities)
***(cf. 3553 - Free and Reduced Price Meals)*]**

Cafeteria Fund

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

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

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

(cf. 3230 Federal Grant Funds)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

Procurement of Foods*[, Equipment and Supplies]*

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

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

[Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)]

Program Monitoring and Evaluation

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

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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

(cf. 3555 – Nutrition Program, Compliance)

Legal Reference:

EDUCATION CODE
38080-38086 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49554 Contract for services
49550-49562 Meals for the needy students
HEALTH AND SAFETY CODE
113700-114437 California Retail Food Code
[PUBLIC CONTRACT CODE
2000-2002 Responsive bidders
20111 Contracts]
CODE OF REGULATIONS, TITLE 5
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 42
1751-1769j School lunch programs
1771-1791 Child nutrition, including:
1773 School breakfast program
CODE OF FEDERAL REGULATIONS, TITLE 2
200.56 Indirect costs, definition
[200.318-200.326 Procurement Standards]
200.400-200.475 Cost principles
200 Appendix VII Indirect cost proposals
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program
250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
Food Distribution Program Administration Manual
[Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018]
Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments and Excess Student Account Balances, Management bulletin, [NSD Management Bulletin, SNP-03-2017, April 2017] ~~*USDA-SNP-06-2015, May 2015*~~
[Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA-SNP-06-2015, May 2015]
Cafeteria Funds—Allowable Uses, Management Bulletin NSD-SNP-07-2013, May 2013

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Legal Reference: continued

Paid Lunch Equity Requirement, Management Bulletin USDA-SNP-16-2012, October 2012
~~*Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, Management Bulletin USDA-FDP-02-2010, August 2010*~~
~~*Clarification for the Use of Alternative Meals in the National School Lunch and School Breakfast Programs; and the Handling of Unpaid Meal Charges, Management Bulletin USDA-SNP-01-2008, February 2008*~~
Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, Management Bulletin 00-111, July 2000
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
FAQs About School Meals
Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
Indirect Costs: Guidance for State Agencies and School Food Authorities, 60-2016, September 2016
Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016
Unpaid Meal Charges: Local Meal Charge Policies, SP-2016, July 2016
Compliance with the Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016
Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
WEB SITES
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
California School Nutrition Association: http://www.calsna.org
U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov/cnd

Policy adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

FREE AND REDUCED PRICE MEALS

The Board of Trustees recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer School)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

[To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)]

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

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

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

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

FREE AND REDUCED PRICE MEALS (continued)

(cf. 3555 - Nutrition Program Compliance)
(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

(cf. 5125 – Student Records)

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meals program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data

(cf. 6162.51 - Standardized Testing and Reporting Program)

2. Identification of students eligible for ~~alternative supports in any school identified as a Title 1 program improvement school~~ **[services under the federal Elementary and Secondary Education Act pursuant to 20 USC 630-6576]**

~~*(cf. 0520.2 - Title I Program Improvement Schools)*~~
(cf. 6171 - Title I Programs)

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student is approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch

FREE AND REDUCED PRICE MEALS (continued)

application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE
48980 Notice at beginning of term
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act of 1974
49547-49548.3 Comprehensive nutrition service
49550-49562 Meals for needy students
CODE OF REGULATIONS, TITLE 5
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 20
1232g Federal Educational Rights and Privacy Act
~~*6301-6514 Title I programs*~~
[6301-6576 Elementary and Secondary Education Act]
UNITED STATES CODE, TITLE 42
1751-1769j School lunch program
1771-1791 Child nutrition, especially:
1773 School breakfast program
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.10-220.21 National School Breakfast Program
245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk
~~*WELFARE AND INSTITUTIONS CODE*~~
~~*14005.41 Basic health care*~~

Management Resources:

CSBA PUBLICATIONS
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
~~*CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS*~~
~~*NSD-SNP-12-2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015*~~

FREE AND REDUCED PRICE MEALS (continued)

Legal Reference: con't

~~*USDA SNP 07-2010 Change in Free and Reduced Price Meal Application Approval Process, September 2010*~~
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
~~*Feed More Kids, Improve Program Participation*~~
Direct Certification Implementation Checklist, ***[Free and Reduced-Price Meals: Universal Meal Service, Nutrition Services Division Management Bulletin SNP-01-2018, January 2018U.S.]*** ~~*May 2008*~~
[Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015]
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
~~*Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015*~~
Provision 2 Guidance: National School Lunch and School Breakfast Programs, *Summer 2002*
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
~~*California Healthy Kids Resource Center: http://www.californiahealthykids.org*~~
[California Food Policy Advocates: http://cfpa.net]
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov/cnd

Policy adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

RECRUITMENT AND SELECTION

The Board of Trustees is committed to employing suitable, qualified individuals to carry out the district's **[vision,]** mission**[, and goals.]** ~~to provide high-quality education to its students and to ensure the efficient running of district operations.~~

[*(cf. 0000 – Vision)*]
(cf. 0200 - Goals for the School District)
(cf. 4000 - Concepts and Roles)
(cf. 4100 - Certificated Personnel)
(cf. 4200 - Classified Personnel)
(cf. 4300 - Administrative and Supervisory Personnel)

The Superintendent or designee shall develop **[equitable,]** fair, ~~open,~~ and transparent recruitment and selection processes and procedures ~~which~~ **[that]** ensure ~~that~~ individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
~~*(cf. 4031 - Complaints Concerning Discrimination in Employment)*~~
(cf. 4032 - Reasonable Accommodation)
(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she also shall disseminate job announcements to ensure a wide range of candidates.

~~With Board approval, the Superintendent or designee may provide incentives to recruit teachers, administrators, or other employees to work in low-performing schools or in hard-to-fill positions.~~

~~*(cf. 4113 - Assignment)*~~

The district's selection procedures shall include screening processes, interviews, ~~observations, and~~ recommendations from previous employers**[, and observations when appropriate,]** as necessary to identify the best possible candidate for a position.

[*(cf. 4112.61/4212.61/4312.61 - Employment References)*]

The Superintendent or designee may establish an interview committee~~, as appropriate,~~ to rank candidates and recommend finalists. **[During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.]** All discussions and recommendations shall be confidential in accordance with law.

(cf. 2230 - Representative and Deliberative Groups)

RECRUITMENT AND SELECTION (continued)

~~During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.~~ No inquiry shall be made with regard to any ~~category of discrimination~~ **[information]** prohibited by state or federal **[nondiscrimination]** laws.

[The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)]

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

(cf. 4112 - Appointment and Conditions of Employment)
(cf. 4112.2 - Certification)
(cf. 4112.22 - Staff Teaching English Language Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4312.1 - Contracts)

[Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.]

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
41530-41533 Professional Development Block Grant
44066 Limitations on certification requirement
44259 Teaching credential; exception; designated subjects; minimum requirements

RECRUITMENT AND SELECTION (continued)

Legal Reference: con't

44735 Incentive grants for recruiting teachers for low-performing schools
44740-44741 Personnel management assistance teams
44750 Teacher recruitment resource center
44830-44831 Employment of certificated persons
44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations re residency
45103-45139 Employment (classified employees)
49406 Examination for tuberculosis
GOVERNMENT CODE
815.2 Liability of public entities and public employees
12900-12996 Fair Employment and Housing Act, including:
12940-12956 Discrimination prohibited; unlawful practices
UNITED STATES CODE, TITLE 8
1324a Unlawful employment of aliens
1324b Unfair immigration related practices
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
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
COURT DECISIONS
C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

Management Resources:
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Education Job Opportunities Information Network: http://www.edjoin.org
Teach USA: http://www.calteach.org
U.S. Equal Employment Opportunity Commission: http://www.eeoc.gov

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.3 Government Financial Strategies Inc. Annual Disclosure Report

MEETING DATE: May 24, 2018

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

EXPLANATION: Government Financial Strategies Inc. has provided an Annual Disclosure Report for 2016-17

BACKGROUND: On January 1, 2015, the expanded debt reporting requirements included in Assembly Bill (AB) 2274 (Government Code 8855, et seq.) became effective. The expanded provisions require changes in issuer notifications to the California Debt and Investment Advisory Commission (CDIAC) both prior to and subsequent to the issuance of deft. Government Financial Strategies Inc. will perform the following services each year to assist the District in satisfying its annual continuing disclosure filing requirements and its significant event filing requirements as necessary.

- Review the continuing disclosure agreements for the District's outstanding debt.
- Determine the information required to be included in the annual disclosure filing along with the filing due date(s).
- Collect information form the District, the County, and other information sources to meet the annual disclosure requirements.
- Prepare the annual report, as required.
- File the annual report on the Electronic Municipal Market Access (EMMA) system.
- Prepare a memo for your records confirming the filing of the annual report, identifying the contents of the report, and including the receipt(s) proving submission of the report.
- Monitor ratings of bond insurers the District's debt.
- Prepare significant event notices (whether through your communication with our office or from other sources), with the goal to complete each filing within 10 business days of the occurrence of such event as required under continuing disclosure certificates signed after December 1, 2010.
- File significant event notices on EMMA.
- Prepare a memo for your records confirming the filing of each significant event notice and including the receipt(s) proving submission of the notice.

km\board\5-24-18\GFS

Government
Financial
Strategies

MEMORANDUM

To:	Tricia Kowalski
From:	Jonathan Edwards JE
Date:	April 4, 2018
Re:	2016-17 Annual Disclosure Report 2015 General Obligation Refunding Bonds

---

Tricia, I wanted to let you know that the District has fulfilled its continuing disclosure obligation for the above financings.

We have filed your disclosure electronically with the Municipal Securities Rulemaking Board (MSRB). The disclosure filings that we submitted, along with any accompanying documents, were uploaded to http://emma.msrb.org/.

Please find attached, for your reference:

1) The information we sent to the MSRB detailing the contents of the disclosure filings, with enclosures as appropriate (excluding the District's financial statements), and;
2) The continuing disclosure submission pages which confirm successful filings, listing the financings for which we are filing continuing disclosure, the submitted documents, and our office contact information.

As you know, the timely and accurate completion of this report was covenanted by the District in the continuing disclosure certificates. Timely and accurate filing is also important in maintaining the reputation of the District in the municipal bond marketplace.

Tricia, please let us know if you have any questions or comments.

JSE:skw

Enclosures

1228 N Street
Suite 13
Sacramento, CA
95814
916.444.5100
gfsi.com

Government
Financial
Strategies

MEMORANDUM

To: Electronic Municipal Market Access (EMMA)
Municipal Securities Rulemaking Board

From: Government Financial Strategies, as Dissemination Agent for
Black Oak Mine Unified School District

Date: April 3, 2018

Re: 2016-17 Annual Disclosure Report
- 2015 General Obligation Refunding Bonds

Pursuant to the continuing disclosure requirements of the above referenced transactions, enclosed please find the following documents/information:

1. The Audit Report for the fiscal year 2016-17;
2. Original budget for fiscal year 2017-18;
3. Second Interim Report for the fiscal year 2017-18;
4. See the Audit Report's "Schedule of Average Daily Attendance" section for the average daily attendance of the District for the last completed fiscal year;
5. See the Audit Report's "Notes to the Financial Statements – Note 5" section for the outstanding indebtedness of the district as of June 30, 2017;
6. The assessed values of the District, including State-assessed values and homeowners' exemption, are as follow:

Fiscal Year	Total Secured	Total Unsecured	Total
2016-17	$1,578,091,678	$16,278,764	$1,594,370,442
2017-18	$1,644,765,779	$14,445,002	$1,659,210,781

Source: El Dorado County Auditor-Controller

7. The largest local secured taxpayers in the District in the current fiscal year are as follow:

Property Owner	Primary Land Use	2017-18 Assessed Valuation	% of Total[1]
1. Black Rock Creek Ranch	Residential	$6,738,171	0.41%
2. Safari Estates LLC	Residential	4,419,501	0.27
3. Richard E. Morgan Sr., Trust	Supermarket	3,898,000	0.24
4. Cool Cave Quarry LLC	Industrial/Quarry	3,738,449	0.23
5. Sierra Pacific Industries	Residential and Timber	3,645,466	0.22
6. Sacramento Municipal Utility District	Water Facilities	2,997,296	0.18
7. John S. & Alexandra Duarte	Residential	2,990,402	0.18
8. Ferrellgas LP	Office Building	2,883,480	0.18
9. Matthew R. & Nicole Miller	Residential	2,739,996	0.17
10. Siller Brothers Inc.	Residential	2,145,946	0.13

1228 N Street
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Sacramento, CA
95814
916.444.5100
gfsi.com

11. Steven W. & Yvonne L. Parks	Residential	2,101,521	0.13
12. Amy A. Fournier Trust	Residential	2,087,576	0.13
13. Irene B. Smith Trust	Residential	2,041,506	0.12
14. Azuz & Mahasti Shariat	Industrial	1,935,919	0.12
15. Carl Ross Trust	Residential	1,935,878	0.12
16. Cool Village Investments	Commercial	1,919,000	0.12
17. Ronald W. & Alice L. Guire	Residential	1,823,000	0.11
18. Dino 7 Mary Masouris	Commercial	1,774,151	0.11
19. Piero P. & Charlotte U. Riggeri	Residential	1,719,240	0.10
20. Nicole & Sam O. Houston III	Industrial	1,604,216	0.10
		$55,138,714	3.35%

[1]2017-18 Local Secured Assessed Valuation (excluding State-assessed values): $1,644,765,779

Enclosures

MSRB
Municipal Securities Rulemaking Board

Submission ID:ES882174
04/03/2018 17:05:38

CONTINUING DISCLOSURE (SUBMISSION STATUS: PUBLISHED)

FINANCIAL/OPERATING FILING (CUSIP-9 BASED)

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: 2016-17 Annual Report, for the year ended 06/30/2017

Documents

⊟-**Financial Operating Filing**
└-Black Oak Mine USD-2016-17 Annual Disclosure Report.pdf posted 04/03/2018

The following issuers are associated with this continuing disclosure submission:

CUSIP-6	State	Issuer Name
092154	CA	BLACK OAK MINE UNI SCH DIST CALIF

The following 30 securities have been published with this continuing disclosure submission:

CUSIP-9	Maturity Date
092154BX0	08/01/2009
092154BY8	08/01/2010
092154BZ5	08/01/2011
092154CA9	08/01/2012
092154CB7	08/01/2013
092154CC5	08/01/2014
092154CD3	08/01/2015
092154CE1	08/01/2016
092154CH4	08/01/2019
092154CL5	08/01/2022
092154CP6	08/01/2025
092154CR2	08/01/2027
092154CU5	08/01/2030
092154CW1	08/01/2032
092154CX9	08/01/2016
092154CY7	08/01/2017
092154CZ4	08/01/2018
092154DA8	08/01/2019
092154DB6	08/01/2020
092154DC4	08/01/2021
092154DD2	08/01/2022
092154DE0	08/01/2023
092154DF7	08/01/2024
092154DG5	08/01/2025
092154DH3	08/01/2026
092154DJ9	08/01/2027
092154DK6	08/01/2028
092154DL4	08/01/2029
092154DM2	08/01/2030
092154DN0	08/01/2032

Submitter's Contact Information

Company: Government Financial Strategies inc.
Name: SIRIKHWAN KHLAIAKSORN
Address: 1228 N STREET
City, State Zip: SACRAMENTO, CA 95814
Phone Number: 9164445100
Email: siri@gfsi.com

MSRB
Municipal Securities Rulemaking Board

Submission ID:ES882158
04/03/2018 16:58:33

CONTINUING DISCLOSURE (SUBMISSION STATUS: PUBLISHED)

FINANCIAL/OPERATING FILING (CUSIP-9 BASED)

Rule 15c2-12 Disclosure

Audited Financial Statements or CAFR: 2016-17 Audit, for the year ended 06/30/2017

Documents

⊟-**Financial Operating Filing**
└-Audit-June 30, 2017.pdf posted 04/03/2018

The following issuers are associated with this continuing disclosure submission:

CUSIP-6	State	Issuer Name
092154	CA	BLACK OAK MINE UNI SCH DIST CALIF

The following 30 securities have been published with this continuing disclosure submission:

CUSIP-9	Maturity Date
092154BX0	08/01/2009
092154BY8	08/01/2010
092154BZ5	08/01/2011
092154CA9	08/01/2012
092154CB7	08/01/2013
092154CC5	08/01/2014
092154CD3	08/01/2015
092154CE1	08/01/2016
092154CH4	08/01/2019
092154CL5	08/01/2022
092154CP6	08/01/2025
092154CR2	08/01/2027
092154CU5	08/01/2030
092154CW1	08/01/2032
092154CX9	08/01/2016
092154CY7	08/01/2017
092154CZ4	08/01/2018
092154DA8	08/01/2019
092154DB6	08/01/2020
092154DC4	08/01/2021
092154DD2	08/01/2022
092154DE0	08/01/2023
092154DF7	08/01/2024
092154DG5	08/01/2025
092154DH3	08/01/2026
092154DJ9	08/01/2027
092154DK6	08/01/2028
092154DL4	08/01/2029
092154DM2	08/01/2030
092154DN0	08/01/2032

Submitter's Contact Information

Company: Government Financial Strategies inc.
Name: SIRIKHWAN KHLAIAKSORN
Address: 1228 N STREET
City, State Zip: SACRAMENTO, CA 95814
Phone Number: 9164445100
Email: siri@gfsi.com

MSRB
Municipal Securities Rulemaking Board

Submission ID:ES882161
04/03/2018 17:00:03

CONTINUING DISCLOSURE (SUBMISSION STATUS: PUBLISHED)

FINANCIAL/OPERATING FILING (CUSIP-9 BASED)

Voluntary Disclosure

Budget: 2017-18 Original Budget, for the period from 07/01/2017 to 06/30/2018

Documents

Financial Operating Filing
└Black Oak Mine 2017-18 Budget.pdf posted 04/03/2018

The following issuers are associated with this continuing disclosure submission:

CUSIP-6	State	Issuer Name
092154	CA	BLACK OAK MINE UNI SCH DIST CALIF

The following 30 securities have been published with this continuing disclosure submission:

CUSIP-9	Maturity Date
092154BX0	08/01/2009
092154BY8	08/01/2010
092154BZ5	08/01/2011
092154CA9	08/01/2012
092154CB7	08/01/2013
092154CC5	08/01/2014
092154CD3	08/01/2015
092154CE1	08/01/2016
092154CH4	08/01/2019
092154CL5	08/01/2022
092154CP6	08/01/2025
092154CR2	08/01/2027
092154CU5	08/01/2030
092154CW1	08/01/2032
092154CX9	08/01/2016
092154CY7	08/01/2017
092154CZ4	08/01/2018
092154DA8	08/01/2019
092154DB6	08/01/2020
092154DC4	08/01/2021
092154DD2	08/01/2022
092154DE0	08/01/2023
092154DF7	08/01/2024
092154DG5	08/01/2025
092154DH3	08/01/2026
092154DJ9	08/01/2027
092154DK6	08/01/2028
092154DL4	08/01/2029
092154DM2	08/01/2030
092154DN0	08/01/2032

Submitter's Contact Information

Company: Government Financial Strategies inc.
Name: SIRIKHWAN KHLAIAKSORN
Address: 1228 N STREET
City, State Zip: SACRAMENTO, CA 95814
Phone Number: 9164445100
Email: siri@gfsi.com

MSRB
Municipal Securities Rulemaking Board

Submission ID:ES882163
04/03/2018 17:01:19

CONTINUING DISCLOSURE (SUBMISSION STATUS: PUBLISHED)

FINANCIAL/OPERATING FILING (CUSIP-9 BASED)

Voluntary Disclosure

Interim / Additional Financial Information / Operating Data: 2017-18 Second Interim Report, for the period from 11/01/2017 to 01/31/2018

Documents

⊟-Financial Operating Filing
└-Black Oak Mine 2017-18 Second Interim.pdf posted 04/03/2018

The following issuers are associated with this continuing disclosure submission:

CUSIP-6	State	Issuer Name
092154	CA	BLACK OAK MINE UNI SCH DIST CALIF

The following 30 securities have been published with this continuing disclosure submission:

CUSIP-9	Maturity Date
092154BX0	08/01/2009
092154BY8	08/01/2010
092154BZ5	08/01/2011
092154CA9	08/01/2012
092154CB7	08/01/2013
092154CC5	08/01/2014
092154CD3	08/01/2015
092154CE1	08/01/2016
092154CH4	08/01/2019
092154CL5	08/01/2022
092154CP6	08/01/2025
092154CR2	08/01/2027
092154CU5	08/01/2030
092154CW1	08/01/2032
092154CX9	08/01/2016
092154CY7	08/01/2017
092154CZ4	08/01/2018
092154DA8	08/01/2019
092154DB6	08/01/2020
092154DC4	08/01/2021
092154DD2	08/01/2022
092154DE0	08/01/2023
092154DF7	08/01/2024
092154DG5	08/01/2025
092154DH3	08/01/2026
092154DJ9	08/01/2027
092154DK6	08/01/2028
092154DL4	08/01/2029
092154DM2	08/01/2030
092154DN0	08/01/2032

Submitter's Contact Information

Company: Government Financial Strategies inc.
Name: SIRIKHWAN KHLAIAKSORN
Address: 1228 N STREET
City, State Zip: SACRAMENTO, CA 95814
Phone Number: 9164445100
Email: siri@gfsi.com

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 18.1 Board Resolution #2018-08 Declaring an Election Be Held

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the board of trustees consider approving Board Resolution #2018-08 Declaring an Election Be Held.

BACKGROUND: Black Oak Mine Unified School District is declaring an election be held in our jurisdiction consolidating with other districts requesting services. The election will be held on November 6, 2018 for the nomination of three (3) vacant seats for candidates for the Board of Trustees.

RESOLUTION NO. 2018-08

Black Oak Mine Unified School District

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

WHEREAS, it is the determination of the above-named district that an election be held on November 6, 2018, at which election the issue to be presented to the voters shall be:

NOMINATION OF CANDIDATES

No. of Members To be Elected	Term
3	Full 4 year terms to expire 12/02/2022

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

1. Consolidate said election with the Statewide General Election conducted on November 6, 2018.

2. Authorize and direct the Registrar of Voters, at District expense, to provide all necessary services, which shall include, **but not be limited to**:

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

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

PASSED AND ADOPTED on May 24, 2018 at a regular meeting, by the following vote:

AYES:
NOES:
ABSENT:

_____ ATTEST: _____
President

Date: _____

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 18.2 USA Studies Weekly History Social Studies Materials Adoption

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent
Dr. Wendy Westsmith, Principal Georgetown School/Curriculum Coordinator

RECOMMENDATION: It is recommended that the Board of Trustees consider adopting the USA Studies Weekly Materials as recommended by the Curriculum Council and the District Leadership Team.

BACKGROUND: In order to comply with state guidelines, districts must provide students and staff with state-approved History/Social Studies materials. These materials were part of the recommended selections reviewed by the El Dorado County Office of Education and have been used by teachers in the Black Oak Mine Unified School District as a supplement prior to adoption.

Grade level and subject area staff, Curriculum Council, and District Leadership Team have participated in a formal review of the History- Social Studies (grades 1-6) and are making recommendations to the Board for adoption. Materials for each of these programs are made available for review and have been available to the general public at the District Office. Budget information will be shared with the Board of Trustees at the meeting.

km/5-24-18/USA Studies Weekly adoption

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 18.3 Agreement between the Black Oak Mine Unified School District and the California School Employees Association, Gold Chain Chapter #660, for the 2016-17, 2017-18, and 2018-19 school years and the AB 1200 Disclosure

MEETING DATE: May 24, 2018

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

RECOMMENDATION: It is recommended that the Board of Trustees approve the Agreement between the Black Oak Mine Unified School District and the California School Employees Association, Gold Chain Chapter #660, for the 2016-17, 2017-18, and 2018-19 school years and the AB 1200 Disclosure

BACKGROUND: California School Employees Association, Gold Chain Chapter #660, and the District negotiating team have reached an agreement for the 2016-17, 2017-18, and 2018-19 school years.

TENTATIVE AGREEMENT
BY AND BETWEEN
THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, GOLD CHAIN
CHAPTER #660
FEBRUARY 27, 2018

1. Bargaining unit members, in paid status as of July 1, 2017, shall receive a .5% off-schedule payment for regular annual salary earned in 2016-2017.

2. All bargaining unit members, in paid status as of January 8, 2018 through the present, shall receive a 1.1%* on-schedule salary increase retroactive to July 1, 2017.

3. All bargaining unit members who will be employed as of July 1, 2018, shall receive a 1% on-schedule salary increase beginning July 1, 2018.

4. In order to accommodate changes in minimum wage law, the following positions are re-set to Range 24 of the Classified Salary Schedule (as of July 1, 2018):
   - Cafeteria Assistant
   - Campus Supervisor
   - Instructional Aide I

5. District shall have discretionary ability to place as high as step 4 on the salary schedule based on years of experience (Article X, A. 4)

6. Parties mutually agree to continue negotiating for 2017-18 on the following Articles: IX, XI, XIV, XVII and XIX.

7. Duration of Agreement (Article XXIV) – Except as necessary and as jointly agreed for issues having to do with Contract clarity, parties agree that the term of the agreement shall extend through June 30, 2019.

DATED: February 27, 2018

SIGNED:

Michele Keene-Sasse

Michele Keene-Sasse, CSEA President

Jeremy Meyers, Superintendent, BOMUSD

*.1% is the difference between the percent equivalent cost of #4 and the "me too" agreement among bargaining units – identical percent equivalent.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5; CCR, Title V, Section 15449

The proposed agreement is a 3 year agreement that covers the period beginning 7/01/2016 and ending 06/30/2019, and will be acted upon by the Governing Board at its meeting on April 12, 2018. The General Fund is impacted as follows. Impact on other funds is addressed in the narrative.

Bargaining Unit Group (Please use separate disclosure for each group)	Check one	Cost of 1% *
Certificated		
Classified	x	22,372
Confidential/Management		
Other		

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

A. Proposed Change in Compensation

	Compensation	Fiscal Impact of Proposed Agreement			%		
		Year 1 FY - 17-18	Year 2 FY - 18-19	Year 3 FY - 19-20	Year 1 FY - 17-18	Year 2 FY - 18-19	Year 3 FY - 19-20
1	Salary Schedule - Increase(Decrease)	24,609	23,490		1.10%	1.05%	
2	Step and Column - Increase (Decrease) due to movement plus any changes due to settlement	12,087	13,134		0.54%	0.59%	
3	Other Compensation (complete description below)	11,186	3,356		0.50%	0.15%	
4	Statutory Benefits - Increase (Decrease) in STRS, PERS,FICA,WC,UI,Medicare, etc. (may be included in costs above or shown separately						
5	Health/Welfare Benefits - Increase (Decrease)	-	-	-			
6	Total Compensation	47,882	39,980	-	2.14%	1.79%	
7	Total Number of Represented Employees	52	52				
8	Total Compensation Average Cost per Employee - Increase (Decrease)	917	766	-			

Other Compensation - Increase (Decrease)
(Stipends, Bonuses, etc.) Provide Description below:
CSEA members employed as of July 1, 2017 will receive an off-schedule payment of .5% on 2016-17 regular salary. In addition, on July 1, 2018 the Cafeteria Assistant (range 20), the Campus Supervisor (range 22) and the Instructional Aide I (range 23) will be reclassed to range 24.

9 Were any additional steps, columns, or ranges added to the schedules? YES NO

If yes, please explain:

10 Does this bargaining group have a negotiated cap for Health and Welfare benefits YES NO
If yes, please indicate the cap amount.

A. **Proposed change in compensation.** Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary

In addition to the Other Compensation described on page one, all CSEA members employed as of January 8, 2018 will receive a 1.1% on schedule salary increase retroactive to July 1, 2017. All CSEA members employed as of July 1, 2018 will receive a 1% on-going increase to the salary schedule. .

B. **Proposed negotiated changes in non-compensation items** (e.g. class size adjustments, staff development days, teacher prep time, etc.)

N/A

C. **What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

The district is reviewing all areas of district operations for efficiencies and reductions. In addition, LCFF projected revenues should be enough to suffice.

D. **What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

N/A

E. **Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

F. **Will this agreement create, or increase an operating deficit in the current or subsequent year(s)?** An operating deficit is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The off-schedule payment is funded with budgetary savings from 2016-17 and in the district reserve. The on-going funding increases the operating deficit in which BOMUSD is always analyzing areas for reduction.

G. **Source of funding for proposed agreement.**
Current year:
General fund

How will ongoing cost of the proposed agreement be funded in future years?
BOMUSD is currently discussing various restructure ideas and reductions for declining enrollment as well as recognizing changing facts in the California Budget. Additionally, the settlement restructured the bottom positions which took care of minimum wage issues for the district until January 1, 2022.

If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations).
The compounding affect is accounted in the MYP including updates in projected LCFF funding from the Governor's proposal

For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections enrollment growth, COLA, deficits, etc.

H. Describe the financial impact on other funds affected by the proposed settlement - consider Cafeteria, Adult Education, Deferred Maintenance
N/A

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total expenditures, transfers out, and uses (including cost of proposal	$11,891,063
b. State Standard Minimum EUR Percentage for this district	4%
c. State Standard Minimum EUR amount for this district *(greater of line 1-c or $50,000 for districts w/less than 1,001 ADA)*	475,643

2 Budgeted Unrestricted reserve (after impact of Proposed Agreement

a. General Fund budgeted Unrestricted EUR	594,554
b. General Fund budgeted Unrestricted Unappropriated amount	-
c. Special Reserve Fund budgeted EUR	-
d. Special Reserve Fund budgeted Unappropriated amount	-
e. Total District budgeted Unrestricted reserves	$ 594,554

3. Do Unrestricted reserves meet the state minimum standard amount?

Yes [x] No [ ]

Disclosure of Collective Bargaining Agreement

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
In accordance with E.C. 42142

2017-18

	(Col. 1) Latest Board-approved budget before settlement (as of) 1st Interim	(Col. 2) Revisions Necessary as a result of proposed settlement	(Col. 3) Other Revisions	(Col. 4) Total impact on budget (col. 1+2+3
REVENUES				
Revenue Limit Sources (8010-8099)	9,454,780			$ 9,454,780
Remaining Revenues (8100-8799)	2,325,029			$ 2,325,029
TOTAL REVENUES	11,779,809	-	-	$ 11,779,809
EXPENDITURES				
1000 Certificated Salaries	4,307,525			$ 4,307,525
2000 Classified Salaries	2,303,867	31,813		$ 2,335,680
3000 Employee Benefits	2,846,444	3,982		$ 2,850,426
4000 Books and Supplies	779,198			$ 779,198
5000 Services and Operating Expenses	1,164,909			$ 1,164,909
6000 Capital Outlay	135,018			$ 135,018
7000 Other (plus future decreases TBD)	325,267			$ 325,267
TOTAL EXPENDITURES	11,862,228	35,795	-	$ 11,898,023
OPERATING SURPLUS (DEFICIT)	-82,419	(35,795)	-	$ (118,214)
Other Sources and Transfers In	4,605			$ 4,605
Other Uses and Transfers Out	28,835			$ 28,835
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	-106,649	(35,795)	-	$ (142,444)
BEGINNING BALANCE	2,013,923			$ 2,013,923
ENDING BALANCE	1,907,274			$ 1,871,479

Disclosure of Collective Bargaining Agreement

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
In accordance with E.C. 42142

		2018/19		2019/20	
	(Col. 2) Revisions Necessary as a result of proposed settlement	Other Revisions	(Col. 4) Total impact on budget (col. 1+2+3	Other Revisions	Total impact on budget (col. 1+2+3
REVENUES					
Revenue Limit Sources (8010-8099)		221,867	$ 9,676,647	$ (12,326)	$ 9,664,321
Remaining Revenues (8100-8799)		(12,176)	$ 2,312,853	$ (623,987)	$ 1,688,866
TOTAL REVENUES	-	209,691	$ 11,989,500		$ 11,353,187
EXPENDITURES					
1000 Certificated Salaries		7,256	$ 4,314,781	$ 57,956	$ 4,372,737
2000 Classified Salaries	23,813	6,129	$ 2,365,622	$ (71,460)	$ 2,294,162
3000 Employee Benefits	3,033	108,597	$ 2,962,056	$ 403,503	$ 3,365,559
4000 Books and Supplies		(188,649)	$ 590,549	$ (20,800)	$ 569,749
5000 Services and Operating Expenses		6,090	$ 1,170,999	$ 36,759	$ 1,207,758
6000 Capital Outlay		(36,605)	$ 98,413	$ (98,413)	$ -
7000 Other (plus future decreases TBD)		(10,751)	$ 314,516	$ (9,557)	$ 304,959
TOTAL EXPENDITURES	26,846	(107,933)	$ 11,816,936	$ 297,988	$ 12,114,924
OPERATING SURPLUS (DEFICIT)	(26,846)	317,624	$ 172,564	$ (297,988)	$ (761,737)
Other Sources and Transfers In			$ 4,605		$ 4,605
Other Uses and Transfers Out		5,865	$ 34,700	$ 1,988	$ 36,688
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(26,846)	311,759	$ 142,469		$ (793,820)
BEGINNING BALANCE			$ 1,871,479		$ 2,013,948
ENDING BALANCE			$ 2,013,948		$ 1,220,128

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.1 2018-19 El Dorado County Office of Education Services Agreement

MEETING DATE: May 24, 2018

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

RECOMMENDATION: It is recommended that the Board of Trustees approve the agreement with El Dorado County School Services for the Black Oak Mine Unified School District for the 2018-19 fiscal year.

BACKGROUND: The District annually contracts for specific services provided by the El Dorado County Office of Education. The contract is always included as a statement in the Budget Assumptions document, with an estimated dollar amount. The County, however, is asking that the Board approve the agreement in a separate action.

km/board/5-24-18/EDCOE Services Contract

EL DORADO COUNTY OFFICE OF EDUCATION
AGREEMENT FOR COUNTY SCHOOL SERVICES TO SCHOOL DISTRICTS
FISCAL YEAR 2018-19

909

The Governing Board of the BLACK OAK MINE UNIFIED SCHOOL DISTRICT *, El Dorado County, hereinafter referred to as "DISTRICT", hereby agrees with the El Dorado County Office of Education, hereinafter referred to as "SUPERINTENDENT", to participate in contract services as follows:*

Item #	Contract Items		(I) CBEDS or Other basis		x	(II) Rate	=	(III) Final Cost unless otherwise noted	(IV) Enter from Col. III	(V) Prior Year (info. only)
PART A - Contract Items with fixed amount not subject to change* - January Billing or Transfer										
AS-400	* PSYCHOLOGIST SERVICES			DAYS		676.00				-
AS-410N	* NURSE / HEALTH ASSISTANT SERVICES			DAYS		791.00				-
AS-597	SELPA IEP SOFTWARE		1242	YR 3 of 3		0.4183	$	520	520	524
AE-305	SPORTS LEAGUE COMMISSIONER		1	SITE		950.00	$	950	950	932
AE-307	ACADEMIC DECATHLON		1	SITE		1,500.00	$	1,500	1,500	-
AE-350	DOCUMENT TRACKING SERVICES		1	LICENSE		195.00	$	195	195	-
AF-075	EMERGENCY SERVICES SOFTWARE			FORMULA		0.1368	$	220	220	221
AF-320	COURIER SERVICES		1242	CBEDS		3.01	$	3,738	3,738	2,919
AP-031	SUB TEACHER CALLING		63.2	TCHR FTE		70.00	$	4,424	4,424	4,284
AP-037	CLASSIFIED SUB POOL			CBEDS		2.12				-
AI-192	QSS MAINFRAME COMPUTER SUPPORT			FORMULA		350,000.00	$	13,216	13,216	13,778
AI-197A	AERIES HOSTED SERVICES		4	SITE		1,565.00	$	6,260	6,260	6,260
AI-197W	WIDE AREA NETWORK (WAN)			FORMULA		64,497.00	$	3,460	3,460	3,500
AI-4101	INTERNET CONNECT FILTERING		1253	YR 2 of 3		2.08	$	2,602	2,602	2,602
AI-4102	ESET VIRUS PROTECTION SOFTWARE		250	YR 3 of 3		2.53	$	633	633	633
AI-4103	MICROSOFT CAMSA LICENSING		90.84	FTE		34.30	$	3,116	3,116	3,116
PART B - Contract Item estimates subject to change based upon usage and/or actual costs - January/June Billing or Transfer										
BS-410V	HEALTH TEST SRVCS - VISION		547	STUDENT		3.23	$	1,767	1,767	1,767
BS-410H	HEALTH TEST SRVCS - HEARING		526	STUDENT		3.73	$	1,962	1,962	2,252
BP-030P	OSHA MANDATE FEDERAL POSTERS		9	SET		39.56	$	356	356	348
BP-030B	IDENTIFICATION BADGES			EACH		0.75				-
BP-030L	IDENTIFICATION BADGES W/LANYARD			EACH		2.25				-
BP-030A	ED-JOIN SERVICES		1188.69	P2 ADA*		0.1500	$	450	450	450
BI-4104	RUCKUS ANNUAL LICENSE RENEWAL		78	EACH		25.00	$	1,950	1,950	1,950
BI-196	DISTRICT APPLICATION HOSTED SERVICES			TIERED		1.00				-
BI-203	DISTRICT DATA STORAGE/BACKUP SERVICES		3101.3	TIERED		1.00	$	3,000	3,000	3,000
BB-004	TIMBER COALITION SERVICE		1242	CBEDS		0.0395	$	49	49	49

Services are to be provided by and under the direction of the Superintendent and shall be rendered to the District in the same manner and with the same rights and privileges as are extended to all other school districts participating in the same or similar services rendered by the Superintendent except as may be further defined or limited as follows:

_____

_____

In full payment therefore, the Superintendent is hereby authorized to transfer from the General Fund or other appropriate funds of the District to the County School Services Fund maintained by the Superintendent before the close of any school year during which this agreement is valid, an amount equal to the total contract obligations determined above, invoiced items excluded. The Superintendent shall promptly notify the District of the date and amount of each transfer.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

By _____ Date _____
Jeremy Meyers, Superintendent

EL DORADO COUNTY OFFICE OF EDUCATION

By _____ Date _____
Robbie Montalbano, Deputy Superintendent

SEE PAGE 1 FOR PARTS A and B
SEE PAGE 2 FOR PARTS C, D and E

EL DORADO COUNTY OFFICE OF EDUCATION

AGREEMENT FOR COUNTY SCHOOL SERVICES TO SCHOOL DISTRICTS

FISCAL YEAR 2018-19

909

Item #	Contract Items			(I) CBEDS or Other basis		(II) Rate		(III) Final Cost unless otherwise noted	(IV) Enter from Col. III	(V) Prior Year (info. only)
PART C - Contract Item estimates subject to change based upon usage and/or actual costs - Monthly Billing or Transfer										
CS-3140L	SPECIAL EDUCATION ONE-ON-ONE LVN / RN				HOUR	57.00				-
CS-3140A	SPECIAL EDUCATION ONE-ON-ONE LVN AIDE				HOUR	56.00				-
CS-1700	SPECIAL EDUCATION ONE-ON-ONE CLSRM AIDE			5841	HOUR	34.00		$ 198,594		181,071
CS-599	SPECIAL EDUCATION TRANSPORTATION	DAYS	180	4	DAY/STDT	65.00		$ 46,800		47,660
CP-030T	CDT RANDOM DRUG & ALCOHOL TESTING			22	DRIVER	49.25		$ 1,084		1,562
CF-175	DEVELOPER FEE SERVICES			129,228	% FEE	3.00%		$ 3,877		4,716
CI-1967	WAN/LAN NETWORK TECH SERVICES				HOUR	123.00				3,198
CI-204	DISTRICT COMPUTER TECHNICIAN				HRS/WK	52.00				313

Services are to be provided by and under the direction of the Superintendent and shall be rendered to the District in the same manner and with the same rights and privileges as are extended to all other school districts participating in the same or similar services rendered by the Superintendent except as may be further defined or limited as follows:

Superintendent is hereby authorized to invoice for services provided below which are delivered on an "as needed" basis, due thirty (30) days from the invoice date.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

By _____ Date _____

Jeremy Meyers, Superintendent

EL DORADO COUNTY OFFICE OF EDUCATION

By _____ Date _____

Robbie Montalbano, Deputy Superintendent

PART D - DIRECT SERVICE DISTRICTS (only) - Annual Billing or Transfer

***If Direct Service District, use these services prior to PART A. Any days of service requested in excess of available funds will be PART A**

DS-500	Anticipated District Direct Service Funds Available					$ 62,547	62,547	62,064
	Psychologists Services			DAYS	676.00			-
	Nursing Services			DAYS	791.00			-
	Total Psychologist and Nurse Service Costs					$ -	-	
	BALANCE - To be used for District Curriculum Services/Support.							
	Purchase Orders will be issued and districts will invoice COE for qualifying services.					$ 62,547	62,547	62,064

Services are to be provided by and under the direction of the Superintendent and shall be rendered to the District in the same manner and with the same rights and privileges as are extended to all other school districts participating in the same or similar services rendered by the Superintendent except as may be further defined or limited as follows:

In full payment therefore, the Superintendent is hereby authorized to transfer from the District Direct Services Allocation an amount equal to the total contract obligations as assigned below. Any Direct Service Allocations unused by these services will be made available to the District upon invoice for qualifying expenses as authorized by the Deputy Superintendent, Instructional Services.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

By _____ Date _____

Jeremy Meyers, Superintendent

EL DORADO COUNTY OFFICE OF EDUCATION

By _____ Date _____

Robbie Montalbano, Deputy Superintendent

PART E - FACILITY USE - Annual Billing or Transfer

District is to invoice County for services provided on an "as needed" basis. Amounts are due and payable within thirty (30) days of the date of the invoice.

EF-080	FACILITY USE - HEALTH SERVICES DEPT	HOUR	20.00	

District is to invoice County for services provided above which are delivered on an "as-needed" basis. Amounts are due and payable to the District by the County within thirty days of invoice.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

By _____ Date _____

Jeremy Meyers, Superintendent

EL DORADO COUNTY OFFICE OF EDUCATION

By _____ Date _____

Robbie Montalbano, Deputy Superintendent

SEE PAGE 1 FOR PARTS A and B
SEE PAGE 2 FOR PARTS C, D and E

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.2 Single Plan for Student Achievement

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Single Plans for Student Achievement for the 2018-19 school year for Northside School, Otter Creek School, Georgetown School, Divide High School and Golden Sierra Junior Senior High School.

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

The Single Plans for Student Achievement are provided to Board members under separate cover. The SPSA are available for viewing at the District Office.

km\board\5-24-18\Single Plan for Student Achievement

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
American River Charter School

AGENDA ITEM: 19.3	Certificated and Classified Personnel Action- American River Charter School
MEETING DATE:	May 24, 2018
FROM:	Jeremy Meyers, Superintendent Shelly King, Personnel Services Coordinator
RECOMMENDATION:	It is recommended that the Board of Trustees approve the certificated and classified personnel action to renew contracts for the American River Charter School as submitted for the 2018-19 school year.
BACKGROUND:	Employees at the American River Charter School must be employed annually as stated in the Charter petition. These positions are necessary due to current enrollment and are contingent on enrollment numbers. These positions may fluctuate with need. The certificated and classified personnel action is submitted in accordance with District policy.

American River Charter School

2018-19 Certificated and Classified Staff

Certificated

Position	Employee	FTE
Director/Teacher	To be filled	.6/.2
Home School Teacher	David Gleason	.96
Home School Teacher	Dyan Gleason	1.0
Home School Teacher	Karen Shadle	.5
Home School Teacher	Dependent upon enrollment	.5
Site Prep Teacher	Nate Smith	.25
Site 7/8 Teacher	Rose Fabian	1.0
Site 5/6 Teacher	Ana DeGraaf	1.0
Site 3/4 Teacher	Lindsey Lewin	1.0
Site 1/2 Teacher	Anne Sawyer-Scharf	1.0
Site TK/K Teacher	Amy Hopkins	1.0

Classified

Position	Employee	FTE
Office/Finance Manager	Laura Moneypenny	.97
Instructional Assistant	Jessie Anderson	.70
Instructional Assistant	Kris Christner	.7
Instructional Assistant	Mary Coburn	.88
Instructional Assistant/Kitchen	Debbie Hansen	.75
Office Assistant	Nikki Parr	.81
Technology Assistant	Asia Kleckner	.45

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.4 Ratification of Representatives to California Interscholastic Federation Sac-Joaquin Section Leagues

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the ratification of Jeremy Meyers, Ron Morris and Keith Bush as representatives to CIF Sac-Joaquin Section Leagues for the 2018-19 school year.

BACKGROUND: In accordance with CIF Constitution, article 2, section 25, each school district board will ratify to the appropriate CIF section office each year the appointment of individuals and alternates by name or by title who will be school representatives to the athletic league for the upcoming year.

km/board/5-24-18/CIF Representatives

2018-2019 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 29, 2018.**

Black Oak Mine Unified School District/Governing Board at its May 24 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2018-2019 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Golden Sierra Junior Senior High School
NAME OF REPRESENTATIVE Jeremy Meyers POSITION Principal
ADDRESS 5101 Garden Valley Rd. CITY Georgetown ZIP 95634
PHONE 530-333-8330 FAX 530-333-8333 E-MAIL jmeyers@bomusd.org

****

NAME OF SCHOOL Same
NAME OF REPRESENTATIVE Ron Morris POSITION Assistant Principal
ADDRESS Same — CITY ZIP
PHONE FAX E-MAIL rmorris@bomusd.org

****

NAME OF SCHOOL Same
NAME OF REPRESENTATIVE Keith Bush POSITION Athletic Director
ADDRESS Same — CITY ZIP
PHONE FAX E-MAIL kbush@bomusd.org

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Jeremy Meyers Signature
Address 6540 Wentworth Springs Rd. City Georgetown Zip 95634
Phone 530-333-8300 Fax 530-333-8303

PLEASE MAIL, E-MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.5 Consultant Service Agreement with Sierra Child & Family Services

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with Sierra Child & Family Services for the 2018-19 school year.

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

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

Sierra Child and Family Services
AND
Black Oak Mine Unified School District
Service Contract 2018-2019

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

- Perform assessments, determine the kinds of classroom and other interventions that will best suit students' needs and assist in the classroom implementation of interventions. Support teachers in learning and practicing classroom interventions that support the RTI process. Help teachers integrate more volunteers into classrooms to support individualized instruction.
- Support individual student planning (goal setting, understanding of self—including strengths and weaknesses, transition plans, etc.). This includes support of Student Study Teams.
- Provide presentations and curriculum that help children and parents at all ages begin to plan for postsecondary opportunities.
- Provide opportunities for parents to learn how to support students with study skills and/or provide other supports for students who are having difficulty mastering these skills.
- Support parents and students in preparation for and during the transition to 7th grade.
- Partner with others to provide home visits.
- Support administration in interventions in classrooms or common areas that require immediate attention.

A. SCFS's Clinical Director and/or Clinical Supervisor (licensed MFT) will provide supervision of PPS counselors with input from Site principals and the Coordinator of Student Services.
B. The counselor will abide by the state education code and BOMUSD's policies and procedures provided to FCED by BOMUSD.
C. SCFS will provide BOMUSD with verification of counselor's fingerprint clearance from the California Department of Justice as well as proof of negative TB test.
D. Records will be kept by SCFS, including assessments, parent/caregiver contact, case management, file maintenance including progress note write-ups, and referrals of students to other services.

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

F. BOMUSD/ARCS will pay 100% of this $32,674.00 upon contract approval.
G. SCFS will then bill BOMUSD according to the following schedule:

TOTAL	$ 32,674.00

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

_____ _____

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

Date

_____ _____

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

Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.6 Consultant Service Agreement with Linda Szczepanic

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Consultant Service Agreement with Linda Szczepanic for the 2017-18 school year.

BACKGROUND: Linda Szczepanic will provide Wildland Fire curriculum to the ROP Fire students.

The fee for the services is not to exceed $690.00 dollars, paid at the rate of $30 per hour based on 23 hours of service.

km\board\5-24-18\Consultant Service Agreement

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

6540 Wentworth Springs Road
Georgetown, CA 95634

Phone: (530) 333-8300
Fax: (530) 333-8303

CONSULTANT SERVICE AGREEMENT

CSROP
JPA

Purchase Order Number:_____
Budget Code: 09-0000-0-5800-6000-1000-300-0001-15-000
Total Amount of Contract: $ 690

The Following is an agreement by and between Black Oak Mine Unified School District, of El Dorado County, California, herein referred to as "District" and Linda Szczepanic Consultant, herein referred to as "Consultant".
Consultant is a(n) California ___ Corporation___ Partnership___ X Individual.

WHEREAS District desires the services of a(n) Wildland Fire consultant; and

WHEREAS Consultant is qualified to analyze, advise, make recommendations and manage certain aspects of District's ROP Fire Course.

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

A. TERM of this agreement shall be for period of 2017-18
Unless sooner terminated.

B. CONSULTANT AGREES: To perform in a competent and professional manner the following services for District consisting of the following:

C. **DISTRICT AGREES**:

1. To pay Consultant at the rate of $ 30 Dollars ($) per hour for each hour of services, up to a maximum of $ 690 Dollars **(for a total of 23 hours)** after receipt of an itemized billing by consultant of his/her hours of services in accordance with this Agreement. No other charges, fees or expenses shall be paid by District. No final payments shall be authorized until all reports have been rendered to and approved by District. Approved invoices received by the 1st of the month in the Business Office will be paid by the 30th of the month.
2. To assist Consultant and make available such documents and resource materials as may be specified by the parties to complete the required services.

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

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

F. **COMPLIANCE WITH LAWS:** Consultant shall comply with all laws and ordinances governing the operation of this agreement.

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

H. **TERMINATION:** This Agreement may be terminated by the parties upon receipt of ninety (90) days prior written notice sent to the following addresses of Consultant and District:

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

Consultant: Linda Szczepanik
6840 Eells Ranch Rd
Garden Valley, CA 95633

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

Black Oak Mine Unified School District _____

By:_____
District Authorized Agent

By:_____
Consultant

Date:_____

Date:_____

Sk/contracts 9.30.15

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.7 Catapult EMS Contract

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Catapult EMS Contract for the

BACKGROUND: Catapult EMS provides an emergency response plan that uses real-time student accounting and staff location check-ins and threat report management. This is a two year contract (2018-19 and 2019-20) for $2,311.75 per year. There is a one-time setup fee of $2,097.

km\board\5-24-18\Catapult ems

APPLICATION LICENSE AND SUPPORT AGREEMENT

THIS APPLICATION LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into as of 4/20/18 ("Acceptance Date"), by and between Black Oak Mine Unified School District ("Customer"), whose principal administrative address is 6540 Wentworth Springs Road, Georgetown, CA 95634 and DIVERSE NETWORK ASSOCIATES, INC., a California corporation, D/B/A "CATAPULTK12" ("Company"), whose principal administrative address is 2 Governors Lane, Suite B, Chico, CA 95926. Customer and Company are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Agreement consists of the following:

1. This Application License and Support Agreement;
2. Exhibit "A" - CATAPULT EMS PROFESSIONAL SERVICES AGREEMENT; and,
3. Exhibit "B" - Catapult Emergency Management System Overview;

WHEREAS, Company has developed a web-based application accessible through a web platforms branded as "CATAPULT EMS" (the "APP") which allows educational facilities to manage emergency or potentially urgent situations affecting its staff or students; and

WHEREAS, the APP is designed to obtain and use information from Customer's STUDENT INFORMATION SYSTEM ("SIS") to provide an informational and responsible tool for administrators, teachers, emergency response agencies and parents alike to help identify and respond to emergencies using the Company's proprietary web-based and/or phone based platform (the portal for information by Customer, website and APP are referred to as the "SYSTEM"); and

WHEREAS, the SYSTEM is designed to allow for the submission of information to Customer regarding an emergency event ("Content"), at which time the Customer may elect to either accept the Content and release it for dissemination on the SYSTEM or deny the Content; and

WHEREAS, Customer desires to have access to and use the SYSTEM to intake, manage, monitor and respond to emergency situations on or about its campus, and enlist Company for various support in the setup and use of the SYSTEM for its administrative purposes, ultimately with the aim of mitigating or avoiding injury, hazards, loss or chaos; and,

WHEREAS, the Company has agreed to grant the Customer a non-exclusive license to use the SYSTEM and associated support, upgrades and SERVICES as provided in this Agreement, and to provide certain SERVICES to the Customer in respect of delivery technical support and training upon the terms and conditions of this Agreement.

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions

In this Agreement unless the context otherwise requires:

'ADDITIONAL CHARGES' means the charges for additional work that are not included in the LICENSE FEE which shall be at $75.00 per hour for general labor and $100 per hour for programmer and/or IT labor. Under no circumstances shall Company perform additional work not included in the LICENSE FEE without prior written consent of Customer.

'LICENSE FEE' means the fee or fees for the setup, training, license and use of the SYSTEM as provided in the CATAPULT EMS PROFESSIONAL SERVICES AGREEMENT, attached as Exhibit B, incorporated herein as the same may be changed in accordance with Paragraph 3 below.

'SITE SAFETY TEAM' means any individual(s) authorized by the Customer to access and manage the SYSTEM, including approving or denying Content on the SYSTEM.

'NEW RELEASE' means any improved modified or corrected version of the APP or SYSTEM or PROGRAM DOCUMENTATION from time to time issued by the Company.
'PROGRAM DOCUMENTATION' means any instruction manuals, USER guides and other information to be made available from time to time during this Agreement by the Company at its discretion in either printed or in a readable form available online to the Customer.
'PROGRAM OVERVIEW' means the CATAPULT EMERGENCY MANAGEMENT SYSTEM OVERVIEW, attached as Exhibit A, which includes an outline of the SYSTEM specifications.
'PUPIL RECORD(S)' means any information directly related to a pupil that is maintained by the Customer or information acquired directly from the pupil through the use of the SYSTEM.
'SERVICES' means the provision of training, data installation, and Technical Support provided by Company in accordance with this Agreement as detailed below.
"STUDENT INFORMATION SYSTEM" or "SIS" means the program and/or database of the Customer which contains information on its student body.
'SITE(S)' means the address(es) for delivery of the SYSTEM Materials specified by the Customer and set out in the CATAPULT EMS PROFESSIONAL SERVICES AGREEMENT, attached as Exhibit B, incorporated herein.
'SITE TEAM' means the individual teachers and general staff members employed at Customer's individual Sites.
'SYSTEM' means the software programs, website, phone APP (if applicable) and other elements associated with the delivery of the SERVICES to Customer, and that which is integrated with the SIS of Customer.
'SYSTEM PUPIL RECORD(S)' means the data from the SIS used on the SYSTEM, including the names of each student, that student's personal ID, the teacher and schedule information for each student, and emergency contact information for each student.
'TERM SHEET" means the CATAPULT EMS PROFESSIONAL SERVICES AGREEMENT, attached as Exhibit B.
'USER' or 'USERS' means any person or persons from the District, such as the Customer's SITE SAFETY TEAM, who use the SYSTEM.

2. Grant of License & Provision of Services
The Company in consideration of the payment by the Customer of the LICENSE FEE in accordance with Paragraph 3 below hereby: (i) grants to the Customer a non-exclusive license to Use the SYSTEM (and where appropriate the PROGRAM DOCUMENTATION) and to possess and refer to the PROGRAM DOCUMENTATION; and (ii) undertakes to the Customer to provide the SERVICES upon the terms and conditions of this Agreement.

3. License Fee

3.1. The LICENSE FEE shall be levied by the Company as provided in the TERM SHEET. Other discounts and offers may be detailed in the TERM SHEET. The LICENSE FEE, defined in the Term Sheet, will be billed at the start of Acceptance Date or within two months of signing this agreement whichever comes first. In the event of cancellation or default in payment, SYSTEM will be suspended and taken offline. A fee may apply to reinstate SYSTEM.

3.2. The LICENSE FEE shall include: (a) training to use and manage the SYSTEM; (b) initial setup; (c) unlimited use of the SYSTEM during the term of this Agreement; (d) unlimited technical support, as provided herein; and, (e) free upgrades and support to any new and modified versions of the SYSTEM throughout the term of this Agreement, as provided herein.

3.3. After the Initial Term, the Company shall be entitled to change the LICENSE FEE not more than once in every successive period of twelve (12) months during any extended term of this Agreement upon giving not less than sixty (60) days' notice thereof to Customer.

3.3. Any LICENSE FEE not paid within sixty (60) days of the due date shall be considered late and automatically subject to a late charge equal to 3.0% of the amount of the delinquency, plus 10.0% penalty interest applying until the fee, late charges and penally interest are paid in full. All payments will be first applied to past due balances.

4. Term of Agreement and Additional Term(s)

Unless otherwise stated in the TERM SHEET, the "Initial Term" of this Agreement shall be a period of twelve (12) months. At the end of the Initial Term, this Agreement shall automatically renew for a period of twelve (12) months between Company and Customer ("Additional Terms") unless either party sends the other party a written notice of termination at least thirty (30) days prior to the expiration of the then-current term. The terms of this Agreement shall apply to any Additional Terms. The sum of the Initial Term and Additional Terms shall not exceed five (5) years except by a mutual written agreement.

5. Installation, Setup & Use

5.1. The Parties acknowledge that the proper function and utility of the SYSTEM requires that PUPIL RECORDS be made available to Company through Customer's SIS. In order to protect and safeguard any PUPIL RECORDS obtained by Company, Company has developed a strict set of policies and integrated security technologies into the SYSTEM. Any PUPIL RECORDS obtained by Company shall be password protected on the SYSTEM and under no circumstances shall any PUPIL RECORDS be made available to the public by Company. Company and Customer agree that the SYSTEM shall only use the data which constitutes the SYSTEM PUPIL RECORDS and only in the ways prescribed in this Agreement. Prior to Customer's use of the SYSTEM, Customer is required to provide Company with access to its SIS for the purpose of extracting PUPIL RECORDS to enable Company to setup Customer's account in the SYSTEM. Customer agrees to diligently cooperate with Company through Company's designated contact person, and provide Company with access to Customer's SIS. It is the responsibility of Customer to provide the particular formatting, size, quality and file types necessary to integrate into the SYSTEM, and only provide the information on students which is necessary for the proper function of the SYSTEM. The Customer shall communicate to the Company upon the date hereof, the identity of the person(s) or the department who shall act as the sole contact point and channel of communication for the provision by the Company of the SERVICES during the term(s) of this Agreement. The Customer shall forthwith inform the Company of any change in the identity or contact information for the contact person.

5.2. Any time PUPIL RECORDS are extracted from Customer's SIS, Company and Customer shall review its content to ensure that the PUPIL RECORDS do not include unnecessary confidential information of any students. Once Company has confirmed that the PUPIL RECORDS obtained from Customer's SIS does not contain unnecessary information of any students, Company shall transfer and upload the PUPIL RECORDS to the SYSTEM and the Customer shall appoint such person who shall hold administrator privileges ("District Administrator"). The District Administrator shall be given password-protected access to the PUPIL RECORDS and shall be solely responsible for granting similar administrator privileges to other staff in the District, in its discretion. The SYSTEM includes customary password-protected access and other customary data protections. Company shall not access, alter, modify edit or disclose any PUPIL RECORDS on the SYSTEM in accordance with Section 25 herein.

5.3. The LICENSE FEE includes initial setup and training as provided in the TERM SHEET. Additionally, the LICENSE FEE includes Customer access to any Wizard, self-help, FAQ's or other written materials that Company may create from time to time, without additional cost, and as otherwise provided in Section 6, below.

5.4. Company's access to Customer's SIS and PUPIL RECORDS shall comply with Section 25 to the Agreement - Ownership and Control of PUPIL RECORDS.

5.5. Company shall have the right and obligation to control the use and display of content on the SYSTEM through the creation and maintenance of a SITE SAFETY TEAM, as follows:

a. General Duties of Site Safety Team. All members of Customer's SITE SAFETY TEAM must conform and comply with this Agreement.

b. True and Accurate Information. It is acknowledged that emergency situations might include hazy or only partial information. Any Content submitted to the SYSTEM shall be honest and truthful in every respect and shall only provide information that Customer's SITE SAFETY TEAM has the express legal rights to offer, divulge or use; and may never include intentionally misleading or false information. In the event any USER reasonably determines that any Content that has been approved for dissemination on the SYSTEM is false, misleading, defamatory or breaches the privacy rights of another party, that USER can forward a request to remove the Content to Customer's SITE SAFETY TEAM or to Company at: contact@CatapultK12.com (generally, "Request For Removal"). Company makes no representations that it will remove the Content, or do so in any particular timeframe, nor will Company's receipt of a Request For Removal in any way alter or expose Company to any affirmative duty to police or remove Content, or be responsible in any way for the Content of a USER; provided however, that the District Administrator shall have concurrent authority to request removal of any Content that is false, misleading, defamatory or breaches the privacy rights of another party in its sole discretion. Any and all requests to remove Content shall be provided to the Customer's SITE SAFETY TEAM immediately upon receipt of the same by Company. Company shall not remove any Content without the written consent of the SITE SAFETY TEAM, provided that the Customer shall hold Company, and Company's officers, directors, managers, employees and contractors, free and harmless from any costs, claims, fines, lawsuits, attorneys' fees and other out-of-pocket expenses which arise from or relate to Content that is not removed after request by Company to remove such Content.

c. Protection of Confidential Medical Information (HIPAA) or other Information Privacy Statutes. To the extent a USER handles, discloses, includes, discusses or otherwise might divulge medical information or statistics, it shall do so strictly in conformity with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable state and federal rules, including any privacy laws in the State of California. No personally identifiable medical information for any person is permitted except as is necessary and authorized by the appropriate parties.

d. Right to Exclude. Customer, through the SITE SAFETY TEAM, shall be solely responsible and have the exclusive right to grant access and use to the SYSTEM. Facility Page and other aspects of the SYSTEM which are granted to Customer. Customer may permit or deny a USER'S access to the SYSTEM in its discretion.

e. Disclaimed Duty to Monitor or Police Content. Company has no obligation to monitor, control, accept, review, or update any Content or other materials on the SYSTEM. Company is merely a conduit for the flow of information from Customer, to the SITE SAFETY TEAM, and to the teachers, emergency responders, parents, pupils or other parties to which Customer elects, in its discretion, to grant access. Each USER specifically agrees to independently verify all Content and in no case shall Company be responsible for any misleading, false or other bad Content provided by the USERS. In the case where Company is made aware of misleading, false or other bad Content, it has the right (but not the obligation) to remove such Content from the SYSTEM. In the event that Company removes any Content from the System, it shall immediately notify the SITE SAFETY TEAM in writing by providing notice of the removal of the Content and the basis for the removal of the Content. The SITE SAFETY TEAM shall have the right to have any removed Content reinstated.

6. Technical support

6.1. Beginning on the Acceptance Date and for the duration of this Agreement, the Company shall provide the initial setup as provided in the TERM SHEET, and training as provided in Section 6.2, and ongoing Standard Technical Support (defined in Section 6.3).

6.2. Customer may request direct training for the initial setup, which is included at no additional fee. The purpose of the direct training is to "*train the trainers*", such that Customer should select people to be trained who in turn can re-train other personnel of the school/district. Company reserves the right to conduct the training in-person or by videoconference, or by other similar means or methods.

6.3. Standard Technical Support shall consist of advice by telephone or email on the access and use of the SYSTEM, and training on any upgrades during the TERM of this Agreement. There are no minimum hours, set schedule or maximum response periods guaranteed. Company shall provide one, three hour training for each comprehensive SITE. Limitless training on the SYSTEM is not included. The Company will provide additional training at seventy-five dollars ($75) per hour.

6.4. In the event of a bug or defect, Customer shall supply in writing to the Company a detailed description of any fault requiring technical support and the circumstances in which it arose forthwith upon becoming aware of the same. Company shall take reasonable efforts to fix the bug or defect in a reasonable period of time, which shall be within seventy-two (72) hours or less.

6.5. Notwithstanding anything to the contrary in this Agreement, if Company and Customer reasonably determine that the bug or defect is caused in whole or in part as a result of Customer's equipment, use, or special needs, then Company shall have the right to impose ADDITIONAL CHARGES for any time incurred to cure or fix the bug or defect. If ADDITIONAL CHARGES are necessary, Company shall provide Customer with a written description of the cause of the bug or defect requiring such ADDITIONAL CHARGES, a description of the required work, the estimated time to complete such work and the per hour rate for such work. Under no circumstances shall Company perform additional work not included in the LICENSE FEE without prior written consent of Customer.

7. Property Rights and Confidentiality

7.1. The SYSTEM, APP, software, written materials, logos, methods, names, pricing, PROGRAM DOCUMENTATION and processes (collectively, "Intellectual Property") contain confidential information of the Company and all copyrights, trademarks and other intellectual property rights are the exclusive property of the Company.

7.2. The Customer shall not divulge, circulate, or otherwise misappropriate the Intellectual Property of Company, and shall not reverse compile, copy or adapt the whole or any part of the Intellectual Property except as is expressly authorized by this Agreement; nor shall Customer remove or alter any copyright or other proprietary notice on any of the Intellectual Property.

7.3. The Customer shall: (a) keep confidential the Intellectual Property and limit access to the same to those of its employees agents and subcontractors who either have a need to know or who are engaged in the proper Use of the Intellectual Property; (b) notify the Company immediately if the Customer becomes aware of any unauthorized use of the whole or any part of the Intellectual Property by any third party; and (c) without prejudice to the foregoing take diligent steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of the Company.

7.4. The Customer shall inform all relevant employees agents and subcontractors that the Intellectual Property contains confidential information of the Company and that all intellectual property rights therein are the property of the Company and the Customer shall take all such steps as shall be necessary to ensure compliance by its employees agents and subcontractors with the provisions of this Paragraph 7.

7.5. Company owns all right, title and interest in the SYSTEM and related documents and SERVICES related to this Agreement, except for those rights specifically granted to Customer herein. In the event that Company makes any custom or modified versions of the Intellectual Property at the request of Customer, or which is needed to accommodate the special needs of Customer, Company shall be deemed to be the sole and exclusive owner of all right, title and interest in the custom or modified items; provided that, Customer shall have a non-exclusive license to use the custom or modified items during the term of this Agreement.

7.6. Company shall take commercially reasonable steps to ensure the confidential information in the SIS, or any other Customer-provided confidential information, is safeguarded against unlawful uses by non-Customer parties.

8. Warranties & Limitations

8.1. The Company hereby warrants to Customer that:
(a) the Company is the owner of the SYSTEM and APP (or has the right to grant to Customer the license to use the SYSTEM, APP and related materials) in the manner and for the purposes set forth in this Agreement without violating any rights of a third party;

(b) subject to the limitations in this Agreement, and subject to the right to cure or fix any bug or defect, the products or SERVICES referenced in this Agreement will operate substantially as contemplated by this Agreement, in that Customer shall be able to use the SYSTEM substantially as intended, provided that this warranty does not warrant against downtime, bugs, hackers, time for updating, time for installation, and the like; but provided further, that Company shall apply commercially reasonable efforts to avoid or remedy unwanted downtime as provided in this Agreement and the Terms and Conditions of Use. Company understands that Customer expects to use the SYSTEM to intake, manage, monitor and respond to emergency situations on or about its campus, and enlist Company for various support in the setup and use of the SYSTEM for its administrative purposes, ultimately with the aim of mitigating or avoiding injury, hazards, loss or chaos. Company represents and warrants that the SYSTEM will operate reasonably within the parameters established by this Agreement and the PROGRAM OVERVIEW.

8.2. The Customer shall give notice to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty, which in no case shall be longer than twenty-four (24) hours from the date of discovery or the date it should have reasonably been discovered with diligent due care.

8.3. THE WARRANTIES SET FORTH ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION THAT THERE ARE: (a) NO WARRANTIES THAT THE SYSTEM IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY ARE EXPRESSLY DISCLAIMED; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY STATED HEREIN ARE EXPRESSLY DISCLAIMED, SUCH THAT ALL PRODUCTS AND SERVICES ARE LICENSED, OFFERED AND USED ON AN "AS-IS" BASIS.

8.4 Limitation of Liability. For valuable consideration, and notwithstanding anything to the contrary in this Agreement or the exhibits, Customer agrees that Company's liability, if any, arising out of or in connection with the access to, use, or performance of the Program, or this Agreement, shall be limited to recovery of any LICENSE FEES paid under this Agreement, and that Customer acknowledges and accepts these limitations as they are a material inducement to Company in agreeing to enter into this Agreement and to offer the price and other terms herein. In the event of any breach of this Agreement by Company, Customer agrees that it shall issue a notice to Company with facts sufficient to show the breach and matters required to cure the breach (if such breach is curable), at which time Customer shall have a reasonable period of time to cure the breach (if such breach is curable), and only if Company does not cure the breach, then Customer may seek recovery as provided in this Agreement, always limited to the cap on liability and damages under this Section 8.4.

9. Indemnification

9.1. Customer agrees to defend, indemnify, and hold harmless Company from any and all claims, damages, liabilities, losses, and expenses, including actual attorneys' fees and costs, arising out of or in any way resulting from acts or omissions of Customer, its agents, employees, contractors, subcontractors, servants, invitees in conjunction with this Agreement, which Company may sustain from any cause including, but not limited to, bodily injury, including death, sustained by any person or persons, including employees of Customer, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of the Customer, whether active or passive, it's or their agents, employees, contractors, subcontractors, or other persons, except for liability resulting from the sole or active negligence, or willful misconduct of Company, its agents, employees, contractors, subcontractors, servants, invitees in conjunction with this Agreement. Customer's agreement and obligation under this paragraph include, but are not limited to, defense and indemnity for any claim, suit, complaint, or cross-complaint which may be brought against Company by any person or organization in conjunction with this Agreement.

10. Intellectual Property Rights of Others

10.1. In the event of any claims by third parties of Intellectual Property infringement by the Company, Company shall be entitled at its own expense and option either to:

(a) procure the right from such third party for the Customer to continue using the materials claimed to infringe and keep this Agreement in full force and effect;

(b) make such alterations modifications or adjustments to the SYSTEM, APP or other infringing element so that they become non-infringing without incurring a material diminution in performance or function and keep this Agreement in full force and effect; or

(c) replace the SYSTEM Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function and keep this Agreement in full force and effect.

10.2. If the Company in its reasonable judgment is not able to exercise any of the options set out in Paragraph 10.1 above within ninety (90) days of the date it received notice of the Intellectual Property infringement, then this Agreement shall be terminated without any further force or effect and Company shall not be liable for any damages to Customer except that Customer shall be relieved of any further obligations under this Agreement except the obligation to return all Intellectual Property to Company.

10.3. Company shall indemnify, defend, and hold harmless Customer, its Board of Education, its officers, agents, and employees against all losses, damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees) resulting from any judgment or proceeding in which it is determined or any settlement contract arising out of the allegation, that Company furnishing or supplying Customer with Software and/or SERVICES under the Contract or the Customer's use of the Company SYSTEM under the Contract constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party ("Third Party Rights"). The foregoing shall not apply unless Customer has informed Company as soon as practicable of the suit or action alleging such infringement. Customer retains the right to participate in the defense against any such suit or action. Customer agrees to provide Company with prompt notice of any such claims and to permit Company to defend any claim or suit, and that it will cooperate fully in such defense. Customer reserves the right to employ separate counsel and participate in the defense of any claim at its own expense. No limitation of liability set forth elsewhere in the Contract, if any, is applicable to Intellectual Property Indemnity. Should the Company SYSTEM or the operation thereof become or, in Company's opinion, likely to become, the subject of a claim of infringement or violation of Third Party Rights, the Customer shall permit Company at its option and expense either to procure for the Customer the right to continue using the Company technology or to replace or modify it with non-infringing software with equivalent or better functionality that is reasonably satisfactory to the Customer.

10.4 Company respects the intellectual property rights of others and expects USERS of the SYSTEM to do the same. Company will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If USER believes that USER'S copyrighted work has been copied without USER'S authorization and is available on or in the Program in a way that may constitute copyright infringement, USER may provide notice of USER'S claim to the Company as outlined in the Company copyright policy, below.

10.5 Copyright Policy. If any USER or person believes that any material on the Program violates this agreement or USER'S intellectual property rights, that person should notify Company as soon as possible by sending an email to Company with information supporting the belief of infringement, and in accordance with the Digital Millennium Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) USER'S contact information, including USER'S address, telephone number, and an email address; (v) a statement by USER that USER has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that USER is authorized to act on behalf of the copyright owner. Company reserves the right to remove Content alleged to be

infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, Company will also terminate Customer's Account if the USER is determined to be a repeat infringer of Customer.

11. Later Versions

Customer shall be entitled to access and use of any upgrades to the APP and SYSTEM without costs so long as Customer is in good standing and has faithfully performed the terms and conditions of this Agreement (generally, "Later Versions"). However, Later Versions shall not include add-ons, new features and other pay-per-use features that are charged by use in the discretion of Company.

12. Termination

12.1. This Agreement may be terminated:

(a) at the expiration of a then-current term;

(b) by Company if the Customer fails to pay a LICENSE FEE when due after giving Customer thirty (30) days' notice to cure the late payment;

(c) forthwith by either party if the other commits any material breach of any term of this Agreement; or

(d) as otherwise provided in this Agreement.

12.2. Any termination of this Agreement pursuant to this Paragraph shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

12.3. In the event of a dispute between the parties as to performance of the SYSTEM, interpretation of this Agreement, or payment of nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Company agrees not to cancel or disrupt Customer's access to, and use of the SYSTEM and all related SERVICES. If the dispute is not resolved, Company shall give notice of termination and will continue to allow Customer access to, and use of the SYSTEM and all related SERVICES for a period of sixty (60) days from the time Customer receives notice of termination. The parties may agree in writing to submit any dispute between the parties to arbitration.

12.4. Termination for Convenience. The Customer may terminate this Agreement for its convenience at any time provided that Customer first provided Company with at least thirty (30) days written notice of such termination for convenience.

13. Force majeure

13.1. Company shall not be liable, nor shall this Agreement be terminated, for any breach of its obligations hereunder resulting from causes beyond its reasonable control. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure as described by Civil Code Section 1511, which cannot through reasonable efforts (not including litigation) be overcome or substantially mitigated by the affected Party. It shall include, without limitation, power interruptions or outages; fires, strikes (of its own or other employees), insurrection or riots, embargoes, and interference by civil or military authority (an "Event of Force Majeure").

13.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

13.3. If an Event of Force Majeure shall continue for more than seven (7) days, the LICENSE FEES shall be abated until such time as SERVICES are restored; or in the election of Company, if the time, costs or problems encountered to fix the Event of Force

Majeure are not too costly or otherwise not acceptable, Company may terminate this Agreement without any further obligation and without liability to Customer unless Company was the actual cause of the Event of Force Majeure.

14. Waiver

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

15. Notices

Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class regular mail or by facsimile transmission (such facsimile transmission notice to be confirmed by letter mailed within twelve (12) hours) to the address or to the facsimile number of the other party set out in the TERM SHEET of this Agreement (or such other address or numbers as may have been notified).

16. Invalidity and Severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

17. Entire Agreement

The Company shall not be liable to the Customer for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of execution of this Agreement other than those representations agreements statements or undertakings confirmed by a duly authorized representative of the Company in writing or expressly incorporated or referred to in this Agreement.

18. Successors

This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties hereto.

19. Assignment and Sublicensing

The Customer shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder nor sublicense the use (in whole or in part) of the Intellectual Property without the prior written consent of the Company.

20. Headings

Headings to Paragraphs in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

21. Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto agree to submit to the nonexclusive jurisdiction of the California courts. Venue shall be in Placer County, California.

22. Miscellaneous.

The recitals are incorporated into this Agreement. Time is of the essence. Neither party shall have a presumption of ambiguity placed in their favor, and the parties have both had an opportunity to review and negotiate the terms hereof, and they both expressly

disclaim any presumptions in the interpretation or construction of this Agreement.

23. Insurance.
Company agrees to carry and maintain, throughout the term of this Agreement, comprehensive commercial general liability insurance with limits of Two Million Dollars ($2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect Company and Customer against liability or claims of liability which may arise out of this Agreement. Company further agrees to carry and maintain, throughout the term of this Agreement, Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion and Denial of Service with limits of Two Million Dollars ($2,000,000) per occurrence. Company further agrees to carry and maintain, throughout the term of this Agreement, errors and omissions insurance, where such policy limits shall be at least Two Million Dollars ($2,000,000) per occurrence, and cover technology errors and omissions items. Collectively, each of the foregoing are referred to as the "Required Insurance". Company agrees to provide an endorsement to each policy stating such insurance as is afforded by this policy shall be primary, and any insurance carried by Customer shall be excess and noncontributory. Company agrees to maintain workers' compensation insurance as required under the laws of the State of California.

24. Privacy Policy and Terms and Conditions of Use for Diverse Network Associates, Inc.
In agreeing to the Application License and Support Agreement, the Customer also agrees to the Privacy Policy found online at https://www.catapultems.com/Home/Privacy and the Terms and Conditions of Use for Diverse Network Associates, Inc. found online at https://www.catapultems.com/Home/Terms.

25. Ownership and Control of Pupil Records.

25.1 PUPIL RECORDS. PUPIL RECORDS shall continue to be the property of and under the control of the Customer in accordance with California Education Code section 49073.1. For purposes of this Section 25, "De-identified Information" means information that cannot be used to identify an individual pupil. For purposes of this Agreement, "PUPIL RECORDS" does not include De-identified Information, including aggregated De-identified Information, used by Company to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Company's products in the marketing of those products; or for the development and improvement of educational SITES, SERVICES, or applications.

25.2 Ownership and Control of Pupil-Generated Content.
The Company does not provide a platform by which pupils can create content; therefore, the Company does not provide a means by which pupils may retain possession and control of such content

25.3 Use of PUPIL RECORDS. Company shall not use any information in the PUPIL RECORDS for any purpose other than those required or specifically permitted by this Agreement.

25.4 Review of PUPIL RECORDS. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting the Customer. Customer's district personnel shall have direct access to pupil data via the CatapultEMS product account login to review pupil data. Company will provide Customer with a copy of pupil data, and shall modify and/or delete such data upon written request by the Customer. Company shall provide such PUPIL RECORDS and/or correct such errors within five (5) days of receipt of written notice. Company shall reasonably cooperate with the Customer in complying with this mandate.

24.5 Security and Confidentiality of PUPIL RECORDS. Company is committed to maintaining the security and confidentiality of pupil records. To that end, the Company has taken the following actions: (a) limiting employee access to pupil data based on roles and responsibilities; (b) conducting background checks on employees who have access to student data; (c) conducting privacy training that includes FERPA for employees with access to pupil data; (d) protecting personal information with technical, contractual, administrative, and physical security safeguards in order to protect it from unauthorized access, release or use.

25.6 Breach Notification Process. Company, within one (1) business day of actual discovery of any breach or unauthorized disclosure of PUPIL RECORDS, shall notify Customer in writing of the breach or unauthorized disclosure. Company's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the PUPIL RECORDS used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Company has done or shall do to mitigate any effect of the unauthorized use or disclosure, (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) Company personnel that Customer can contact. Company shall provide such other information, including a written report, if requested by Customer. Company will keep Customer fully informed until the incident is resolved.

25.7 Retention and Destruction of PUPIL RECORDS. Company certifies that a PUPIL'S RECORDS shall not be retained or available to Company upon completion of the term of this Agreement. At the termination of this Agreement, PUPIL RECORDS in the possession of Company shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of this Agreement, Company shall return all PUPIL RECORDS to Customer in a format acceptable to Customer, or if return is not feasible as determined by Customer in written notice to Company, destroy any and all PUPIL RECORDS. Company shall not destroy any PUPIL RECORDS without express written permission of Customer. Company shall comply with any litigation hold or order to preserve PUPIL RECORDS.

25.8 Compliance with FERPA. Company agrees to work with Customer to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review pupil records and to correct any inaccuracies therein. The parties acknowledge and agree that the Customer is subject to federal and local laws relating to the protection of personally identifiable information ("PII") of students, including FERPA, and that Company is obtaining such PII as a "school official" under section 99.31 of FERPA for the purpose of providing the SERVICES hereunder.

25.9 Prohibition on Targeted Advertising. Company prohibits using personally identifiable information in PUPIL RECORDS to engage in targeted advertising.

25.10 Termination. If Customer reasonably determines in good faith that Company has materially breached any of its obligations under this Amendment or the Agreement, Customer, in its sole discretion, shall have the right to provide Company with written notice of a fifteen (15) day period to cure the breach. If Company fails to cure a breach within that period of time, Customer may terminate the Agreement immediately. If, in its sole discretion, Customer determines that a cure is not possible, Customer may provide written notice of immediate termination of the Agreement.

25.11 Acknowledgements and Limitations. Notwithstanding anything to the contrary in Sections 25.1 through 25.10, Customer acknowledges that Company is not responsible for deciding if, when or how to display PUPIL RECORDS on the SYSTEM, and that all PUBLIC RECORDS shall be maintained on the SYSTEM where the authority to view the PUPIL RECORDS is given solely to the Customer. Customer shall have the right, at all times, to decide if, how and when to use the PUPIL RECORDS.

26. Third Party Services. We may share information with third party vendors, hosting partners, and analytic companies including Amazon Web Services and Twilio to provide the necessary hardware, software, emailing, networking, storage, and related technology required to perform the Services. These companies are authorized to use your Personal Information only as necessary to provide these services to us.

EMS PROFESSIONAL SERVICES AGREEMENT

Client:	Black Oak Mine Unified School District	**Signed Proposal:**	April 20, 2018
Contact:	Everett Becerra	**First Invoice:**	July 1, 2018
Address:	6540 Wentworth Springs Road	**Contract Start:**	July 1, 2018
City:	Georgetown	**Contract End:**	June 30, 2020
State:	CA **Postal Code:** 95634	**EMS Contact:**	Angie Brown (abrown@catapultk12.com)

I. SUMMARY OF SERVICES TO BE PROVIDED

One-Time Setup and Training Services

One-Time Setup Fee
(Setup Includes: Single Sign-on, Evacuation Map, Emergency Procedure Manual, Emergency Checklist, Incident Type, Report Status, Scripts, Site Configuration, Student Information System Integration, when applicable)

(2) District and Site Safety Team Training
Option 1: Onsite Training

(0) HIDE

(1) Staff Training: Online LMS for up to 100 staff/teachers

Yearly Services Fees

TIER 3: Safety Team + Staff/Teachers + Full Student Accountability
Yearly Service Includes: software service, support, and data storage
Anonymous Bully Reporting: Bully Response Team
Yearly Service Includes: software service, support, and website set-up
Multi-Year Optional Online LMS Training
(Includes: Site Safety Team, Bully Response Team, Staff/Teacher and Police Refresher Training at Year 2 for up to 100 users)

II. SCHEDULE OF PERFORMANCE

CatapultEMS shall commence the training services beginning in April 20, 2018. The service contract will start July 01, 2018 with completion by June 30, 2020 (a total of 24-months).

III. COMPENSATION FOR SERVICES

CatapultEMS' total compensation for services performed under this Agreement:

YEAR 1 TOTAL (PRORATED STARTING JUL 2018 – JUN 2019)

One-Time Setup Fees:	$2,097.00
Service Fees: (PRORATED FOR 12-MONTHS)	$2,311.75
TOTAL YEAR 1 AMOUNT:	**$4,408.75**

YEAR 2 TOTAL (CONTRACT FROM JUL 2018 – JUN 2020)

Re-Training Fees:	Included
Est. Annual Service Fees:	$2,311.75
TOTAL YEAR 2 AMOUNT:	**$2,311.75**

INVOICING TERMS

$1,048.50 Apr 20, 2018, Catapult will invoice 50% of the Year 1 One-time Setup Fees.

$3,360.25 Jul 01, 2018, Catapult will invoice for the remaining 50% of the One-time Setup Fees plus the Service Fees for Year 1.

$2,311.75 July 01, 2019, Catapult will invoice for Year 2 Annual Service Fees.

EMS PROFESSIONAL SERVICES AGREEMENT

IV. TERMS AND CONDITIONS

(1) CatapultEMS shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HERIN BY THIS REFERENCE.

(2) Invoices will be sent to:

Billing Contact Name:	Ron Morris	
Billing Contact Email:	rmorris@bomusd.org	
Billing Contact Phone:	5303338330	
Mailing Address:	5101 Garden Valley Rd, Garden Valley, CA 95633	
Send invoices via:	email	***(e.g. Mail or Email)***

(3) Changes made to printed Terms and Conditions on this Order are null and void unless approved in writing by either party.

(4) This instrument is void to the extent it requires payment by the District of more than the contract amount.

V. SIGNATURE AND AGREEMENT

This EMS PROFESSIONAL SERVICES AGREEMENT is made and entered into this April 20, 2018 by and between Black Oak Mine Unified School District and:

Catapult K12 | 2 Governors Lane, Suite B, Chico, CA 95926
Tel: 888-840-9901 Fax: 530-230-9997 Tax ID: 48-1284049

In witness whereof, the parties hereto have caused their respective duly authoritized representatives to sign this Agreement as set forth below.

Black Oak Mine Unified School District Representative	**CatpultEMS Representative**
Ron Morris	Jason Jeffery
Printed Name	**Printed Name**
Ron Morris	
Signature	**Signature**
Assistant Principal	Owner
Title	**Title**
May 8, 2018	5/7/2018
Date	**Date**

CatapultEMS
Emergency Management System

Diverse Network Associates, Inc.
2 Governors Ln. Suite D, Chico, CA 95926

EMS TIER 3 & ANONYMOUS BULLY REPORTING QUOTE

Client:	Black Oak Mine Unified School District	**Date:**	4/9/2018
Contact:	Everett Becerra	**Phone:**	(530) 334-3481
Address:	6540 Wentworth Springs Road	**Fax:**	n/a
City:	Georgetown	**Email:**	ebecerra@bomusd.org
State:	CA **Postal Code:** 95634	**EMS Contact:**	Angie Brown (abrown@catapultk12.com)

ONE-TIME SETUP AND TRAINING FEES

Description	Qty	Unit Price	Sub Total
One-Time Setup Fee (Setup Includes: Single Sign-on, Evacuation Map, Emergency Procedure Manual, Emergency Checklist, Incident Type, Report Status, Scripts, Site Configuration, Student Information System Integration, when applicable)	1	$1,000.00	**$1,000.00**
District and Site Safety Team Training Option 1: Onsite Training	2	$499.00	**$998.00**
District and Site Safety Team Training Option 2: Virtual Training	0	$299.00	**$0.00**
Staff Training: Online LMS for up to 100 staff/teachers	1	$99.00	**$99.00**
Sub-Total			**$2,097.00**

YEARLY SERVICE FEES

Description	Qty	Unit Price	Yearly Fee
TIER 3: Safety Team + Staff/Teachers + Full Student Accountability Yearly Service Includes: software service, support, and data storage	1,321	$1.85	**$2,443.85**
Anonymous Bully Reporting: Bully Response Team Yearly Service Includes: software service, support, and website set-up			**Included**
EDCOE Consortium Service Discount	1,321	**-$0.10**	**-$132.10**
Sub-Total	**1,321**	**$1.75**	**$2,311.75**

YEAR 2 RE-TRAINING FEES

Description	Qty	Yearly Fee
Multi-Year Optional Online LMS Training (Includes: Site Safety Team, Bully Response Team, Staff/Teacher and Police Refresher Training at Year 2 for up to 100 users)	1	**Included**

SUMMARY OF FEES

YEAR 1 TOTAL (PRORATED STARTING JUL 2018 – JUN 2019)

One-Time Setup Fees:	$2,097.00
Service Fees: (PRORATED FOR 12-MONTHS)	$2,311.75
TOTAL OUT OF POCKET:	**$4,408.75**

YEAR 2 TOTAL (CONTRACT FROM JUL 2019 – JUN 2020)

Re-Training Fees:	Included
Est. Annual Service Fees:	$2,311.75
TOTAL OUT OF POCKET:	**$2,311.75**

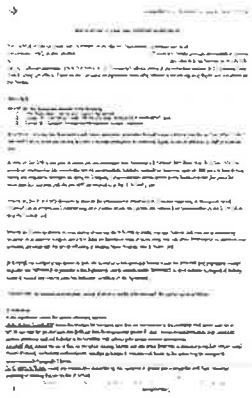
Terms: By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. Client will pay Catapult half of the setup and training fees upon signing this document and the second half once the training has been completed or two months after the dated quote, whichever comes first. This quote is good for 30-days. Once signed, please email, electronically sign or fax this quote to CatapultEMS. Year 2 totals are estimated; exact costs are based on ADA/staff/teacher count for the new school year. By signing this quote, you are accepting a contract from JUL 2018 – JUN 2020 for the cost per student enrollment and summary of fees above.

Everett Becerra
Printed Name

Signature

4/20/18
Date

Phone: (888) 840-9501 Fax: (530) 230-0995 Sales@CatapultEMS.com



CatapultEMS Black Oak Mine Unified School District Contract

Adobe Sign Document History 05/08/2018

Created:	05/07/2018
By:	Alicia Ryan (aryan@catapultk12.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtiQ4oyTd0BCtWJblly2Vhujf8GlJWxV

"CatapultEMS Black Oak Mine Unified School District Contract" History

Document created by Alicia Ryan (aryan@catapultk12.com)
05/07/2018 - 4:56:45 PM PDT- IP address: 71.130.167.205

Document emailed to Ron Morris (rmorris@bomusd.org) for signature
05/07/2018 - 4:58:09 PM PDT

Document viewed by Ron Morris (rmorris@bomusd.org)
05/07/2018 - 8:25:51 PM PDT- IP address: 174.222.1.197

Document shared with tkowalski@bomusd.org
05/08/2018 - 9:32:07 AM PDT- IP address: 71.130.167.205

Document e-signed by Ron Morris (rmorris@bomusd.org)
Signature Date: 05/08/2018 - 11:18:48 AM PDT - Time Source: server- IP address: 209.129.208.101

Signed document emailed to tkowalski@bomusd.org, abrown@catapultk12.com, Ron Morris (rmorris@bomusd.org), and Alicia Ryan (aryan@catapultk12.com)
05/08/2018 - 11:18:48 AM PDT

Adobe Sign

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.8 New Tech Network School Agreement

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the New Tech Network School Agreement between Black Oak Mine Unified School District and New Tech Network Inc.

BACKGROUND: NTN has developed a comprehensive school model, a proprietary learning management platform, tools, resources, training events and implementation plans delivered by an exemplary team of coaches that enable school districts to reinvent schools with their local teachers through a multi-year partnership. While many organizations aspire to improve instructional practice, NTN's approach creates and sustains changes to instruction across an entire school by also helping change the conditions that surround teaching and learning.

Black Oak Mine Unified School District desires to license from New Tech Network the right to use the New Tech Model, including the materials, technology and platforms. 2017-18 Planning & Start up support is $39,900. Year 1 support is $91,800. Year 2 support is $74,700.

km\board\5-24-18\NTN Agreement

New Tech Network

T: 707.253.6951
F: 707.255.5477
www.newtechnetwork.org

April 30, 2018

Ms. Wendy Westsmith, Principal
Georgetown Elementary School
6530 Wentworth Springs Road
Georgetown, CA 95635

Dear Wendy,

We welcome Black Oak Mine Unified School District to the New Tech Network!

Enclosed is your countersigned copy of the New Tech School Agreement between Black Oak Mine Unified School District and New Tech Network Inc. This agreement pertains to the school planning and implementation services for GT Academy – NTN Design School (Georgetown Elementary) over the duration of the 2018-2020 school years.

If you have any questions, I can be reached directly at 707-253-6950 or lcaldwell@newtechnetwork.org.

Best regards,

Lisa Caldwell
Contract and CRM Coordinator
District and School Development
New Tech Network

Enclosure

1250 Main Street, Ste. 100
Napa, California 94559

Rec. 4/30/18 (8a)

New Tech

NEW TECH SCHOOL AGREEMENT

This New Tech School Agreement ("Agreement") for purpose of reference is effective as of the 1st day of January, 2018, between **NEW TECH NETWORK, INC.**, a California non-profit corporation ("New Tech Network"), and the Board of Education of **BLACK OAK MINE UNIFIED SCHOOL DISTRICT**, a California Public School District ("District").

RECITALS

A. New Tech Network (sometimes referred to as NTN in the Exhibits) offers a school education program (the "New Tech Model") for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires **GT Academy - NTN Design School** (converting Georgetown Elementary) (the "New Tech School" and referred to as the "School" in the Exhibits attached hereto) to become a member of the network of schools throughout the country that use and follow the New Tech Model (the "New Tech Network").

C. The District has secured the necessary financial and community support for implementation of the New Tech Model as provided herein.

D. District desires to license from New Tech Network the right to use the New Tech Model, including the materials, technology and platforms described herein, and retain New Tech Network as an independent contractor to implement the New Tech Model as provided for herein at the New Tech School, and New Tech Network wishes to provide such license and services, on the terms and conditions hereinafter set forth.

E. New Tech Network's grant of applicable licenses and provision of services to District, in connection with the New Tech Model, contributes importantly to the furtherance of New Tech Network's charitable and educational mission. As part of New Tech Network's charitable and educational mission, New Tech Network seeks to continually improve the New Tech Model for the benefit of current and future New Tech Schools.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License and Services.**

(a) *License*. New Tech Network hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensible, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the "Term"), to access and use (i) the New Tech Model as described in this Agreement, (ii) the website(s) and software related to the New Tech Model which is described in part on Exhibit A to this Agreement (the "NTN Technology" or, for purposes of the Exhibits attached hereto, also referred to as "NTN Echo"), (iii) the resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to all resource libraries and project libraries owned or licensed by New Tech Network (collectively, "New Tech Learning Platform"); and (iv) the New Tech Network trade and service marks ("Marks") in accordance with the Trademark Usage Policy provided by New Tech Network to District, all for the sole purpose of establishing and operating the New Tech School in District's school district and subject to all terms and conditions provided for herein (collectively, the "License"). The New Tech Model, NTN Technology and New Tech Learning Platform are collectively referred to in this Agreement as the "New Tech Platform." New Tech Network may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of the Agreement will apply to each such update.

(b) *Services*. New Tech Network will provide services to District to assist District in developing and implementing the New Tech Model for the New Tech School, as such services are described in Exhibit A under the heading Services (the "Services"). District understands and agrees that neither the New Tech Platform nor any of the Services are provided on an exclusive basis to District; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the New Tech School. District also understands that transmission of its data over the Internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the Internet or through District's local network.

(c) *Not Official Repository*. District agrees that: (i) the New Tech Platform is not the official repository for the District's and/or the New Tech School's educational, employee, student or other records; (ii) the District will maintain all such records it should or must maintain; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records within the New Tech Platform or elsewhere that the District should or must maintain as official records.

(d) *Third-Party Services Engaged by District*. New Tech Network (through the New Tech Platform or its literature) may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network, including, without limitation, training, implementation and other consulting services related to District's or New Tech School's implementation of the New Tech Model (collectively, "Third Party Services"). For avoidance of doubt, Third Party Services include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a New Tech School under a separate agreement between the District/New Tech School and the provider of a Third Party Service. With respect to Third Party Services:

(1) New Tech Network makes no representations or warranties, whether or not such Third Party Services are approved, utilized, recommended or otherwise promoted by New Tech Network. New Tech Network is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, security, reliability, legality, or any other aspect of any Third Party Service.

(2) To the extent applicable, any purchase by District of any Third Party Service is solely between District and the provider of the Third Party Service.

(3) Simultaneous with District's installation, use or enablement of a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide, or permit the provider of such Third Party Service to access and use, any data or records (including, without limit, confidential student data) as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District (or New Tech School) and the provider of a Third Party Service is solely between District and that provider. New Tech Network shall not be responsible for any disclosure, modification or deletion of any records or data resulting from any such access by the Third Party Service or its provider.

(e) *Suspension of Access*. District agrees that New Tech Network may with reasonably contemporaneous notice (including by telephone or email) to District suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a "Suspension"). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the New Tech School nor to any third party for any Suspension.

2. District Obligations, Contributions and School Users.

(a) *Payment of Amounts Due*. District will promptly pay to New Tech Network all amounts due to New Tech Network under this Agreement as provided for in this Agreement.

(b) *Minimum Requirements*. District will provide, at its own expense and as described in Exhibit B to this Agreement, all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the New Tech School in District's school district. District agrees to obtain the resources necessary to establish and successfully operate the New Tech School.

(c) *Planning Academy*. Prior to attending New Tech Network's Leadership Residency, District will complete and submit a series of deliverables (tasks) within the Echo Planning Academy course. The District's deliverables will provide New Tech Network with an understanding of how District intends to address facilities, technology, staffing, and funding for its New Tech School. New Tech Network will review the District's deliverables and provide feedback to District on the submitted deliverables to further joint planning for a strong and sustainable implementation. The start date for any timeline or due or target dates agreed to by the parties will not be applicable until New Tech Network accepts District's deliverables. Should District be required to revise and resubmit any deliverables to New Tech Network, then such time as required for District to revise and New Tech Network to accept such deliverables will be automatically added to any timeline or due or target dates agreed to by the parties hereunder.

(d) *On-going Operation of New Tech School.* Once established and during the Term, District will operate the New Tech School in accordance with the New Tech Model and the principles and guidelines for the same as provided to District, from time to time, by New Tech Network. District commits to use its best efforts to attain in all categories at least the status of "successful" (and with the goal of attaining in all categories the status of "highly successful") in accordance with the School Success Rubric standards attached hereto as Exhibit C. To the extent District does not attain such level, then New Tech Network may terminate this Agreement or, in its discretion, require that District undertake, at District's expense, certain remedial actions and measures. New Tech Network representatives will have access to the New Tech School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to inspect the on-going operations of the New Tech School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network, its New Tech Model and the Marks.

(e) *Data Collection.* District will permit New Tech Network to gather school-wide data from the New Tech School for use in evaluating the on-going effectiveness of the New Tech School and the New Tech Model and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District's educational interests, and for the purpose of publication in the education field.

(f) *District Input.* District will promptly notify New Tech Network should District identify any problems or issues with the New Tech Model as it applies to the New Tech School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(g) *District Contributions to the New Tech Learning Platform.* New Tech Network has created electronic resource libraries, electronic project libraries and other venues whereby content and materials may be contributed by and used by District and other parties. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) ("District Contributions"), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(h) *Cooperation.* The parties will cooperate to help assure the successful implementation of the New Tech Model.

(i) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District's employees and agents, as well as the New Tech School's employees, administrators, teachers, agents, students and the student's parents or guardians ("Users"). The District is further responsible for providing each such User a unique user name and passcode ("IDs") to permit the User to access the New Tech Platform. The District will inform Users that the ID's are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a New Tech

School), and any User's compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform.

3. Fees.

(a) *Fees*. Attached as Exhibit D is an agreed schedule for payment of compensation by District for the Services and the License.

(b) *Payment*. District will pay New Tech Network in accordance with the schedule set forth in Exhibit D within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

4. Work Product; Ownership of Intellectual Property.

(a) *Ownership of NT Materials and New Materials*. New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the "NT Materials"). Further, District acknowledges and agrees that any and all improvements in, additions to, revisions or translations of, changes or any other modifications of or developments relating to the NT Materials ("New Materials") belong to New Tech Network simultaneous with the creation of the same. Notwithstanding the foregoing and for avoidance of doubt, neither NT Materials nor New Materials includes District Contributions or Third Party Services. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *Assignment of Rights in New Materials*. To the extent District or any of its employees or agents creates or contributes to any New Materials, then District agrees that in consideration for the Services and License, the District will assign, and will cause its employees and agents to assign, to New Tech Network upon the request of New Tech Network, all right, title and interest of District and/or its employees or agents in any such New Materials. District will cooperate with, and to the best of its ability, assist New Tech Network (at New Tech Network's expense) in New Tech Network's efforts to secure, vest, protect, record, further document or register such assignment and New Tech Network's rights in any New Materials, including but not limited to executing all papers reasonably desirable or necessary to further document this assignment and vesting of rights in New Tech Network.

(c) *Permitted Uses of NT Materials and New Materials under License*. Except with respect to the NTN Technology, the License includes a limited, revocable, non-exclusive, non-sublicensible and non-transferable license to District to the NT Materials and the New Materials (collectively, the "Materials") during the Term to engage in the following solely for the purpose of establishing and operating the New Tech School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the New Tech School,

(v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to purposes of District's implementation and operation of the New Tech School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called "service bureau" uses).

5. Confidentiality.

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations ("FERPA"), to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the New Tech School ("Protected Student Data"). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student's use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children's Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the New Tech School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the "Database"). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third party service provider ("Database Host") as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network.* If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law, give the District prompt notice of such requirement, cooperate with the District (at the District's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

6. <u>Term; Termination</u>.

(a) *Term.* The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date, June 30, 2020. The term of this Agreement may be extended upon the written agreement of the parties.

(b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution; or

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date.

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession, and, except for the work directed to be performed prior to the effective date of the termination stated in the Notice (which will not be less than 60 days from the date the Notice is mailed), terminate any and all existing subcontracts entered into by New Tech Network solely in furtherance of this Agreement and enter into no further subcontracts. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses and penalties resulting from the termination of a subcontract entered into prior to New Tech Network's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(c) *Effect of Termination.*

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into another agreement concerning the operation of the New Tech School pursuant to the New Tech Model: (i) the District will: (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a member of the New Tech Network; and (ii) New Tech Network may immediately deactivate District's account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District's data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a

public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

7. Limitations.

(a) *Limitation of Liability.* In no event will New Tech Network's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(b) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. Notification of Claims. In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

9. Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of California. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of California in Sacramento County, or, if it has or can acquire jurisdiction, in the United States District Court in Sacramento County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. **Independent Contractor**. The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

11. **Communications and Notices**.

(a) *Regular Communications*. The representative for each party for all regular communications during the course of providing Services hereunder is as follows: **New Tech Network**: Tim Presiado, tpresiado@newtechnetwork.org, 707-253-6951; **District**: Wendy Westsmith, wwestsmith@bomusd.org, 530-333-8320. Such representatives can be changed by a notice in writing provided to the other party at the addresses noted below.

(b) *Legal or Formal Communications*. All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech Network:	New Tech Network Attn: President 1250 Main Street, Suite 100 Napa, CA 94559
If to the District:	Black Oak Mine Unified School District Attn: Superintendent 6540 Wentworth Springs Road Georgetown, CA 95634-9001

12. **Binding Effect**. This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

13. **Severability of Provisions**. If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

14. **Waiver**. Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

15. **Entire Agreement**. This Agreement, the Exhibits attached hereto, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders,

confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by District will be of no force and effect and the terms of this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

16. **Assignment**. This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network.

17. **Amendment**. This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of any of Exhibits A through C as New Tech Network deems appropriate to improve the New Tech Model, the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

18. **Recitals**. The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

19. **Negotiated Agreement**. As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

20. **Force Majeure**. New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

NEW TECH NETWORK

By: _____

Printed: Lydia Dobyns

Title: President & CEO

Date: 4-30-18

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

By: _____

Printed: Tammy Mayer

Title: Superintendent

Date: 4/17/2018

Mail two signed copies to:

New Tech Network
Lydia Dobyns, President & CEO
1250 Main Street, Suite 100
Napa, CA 94559

NewTech

Exhibit A

Services

Planning Support, prior to opening of New Tech school
• Up to 1 hosted Executive Tours for district/community planning teams to an existing New Tech School Demonstration Site (maximum 10 participants), inclusive of any Executive Tours prior to the signing of the Agreement. Additional tours will be provided at a cost determined by New Tech Network. • On-site and remote support for district team leadership (e.g., access to web-based planning system tools and resources, scheduled communications and feedback). • On-site and remote design and implementation coaching. • Site visit by New Tech Network staff to meet, plan and assess readiness with School community (e.g., to assess facilities, technology, staffing, district and community support).
Induction Events, prior to opening of New Tech school
• Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in Exhibit D. • Travel and lodging costs to and from tours, trainings, events and conferences are always the responsibility of the district. Selected meals will be provided for designated number of participants in all tours, trainings, events, and conferences. • District is responsible for filling all allotted participant slots at events. Refunds or credits will not be provided for unused participant slots. Participant slots at NTN events are non-transferrable between event types or contract years. • Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech Network. • Membership in the New Tech Network allows staff at the School to participate in Professional Learning @ NTN opportunities during all years of implementation. • New Tech Network will provide a schedule of yearly Professional Learning @ NTN (PL@NTN) opportunities. • New Tech Network reserves the right to amend the scope, duration and location of PL@NTN opportunities on a yearly basis.

January 1, 2018 – July 31, 2018 Induction Events	# of Participants
Leadership and Teacher Residency: Registration for New Tech Principal/Director and year one New Tech staff at a New Tech Network school or schools.	6
NTN 101 New Schools Training: Registration for New Tech Principal/Director, year one New Tech staff, and Echo Tech Manager (the person designated to manage Echo). NTN 101 occurs July 2018 as a track within New Tech Annual Conference (NTAC).	6

NewTech

Exhibit A

Services

Professional Learning @ NTN

	2018 – 2020 Professional Learning Events	# of Participants
Year 1 July 1, 2018 - June 30, 2019	**Leadership Summit:** Registration for New Tech Principal/ Director and thought partner(s). *Total number of registrations for the year* may be applied at any Leadership Summit (currently offered two times per school year). Additional participants may attend at the in-network rate, subject to availability.	2
	In-Person Convenings: Registration for New Tech School staff members to attend in person professional learning opportunities (e.g., NTN Convenings and other NTN Services to be determined) at a New Tech Network school or schools.	4
	Virtual Learning: Access to all virtual professional learning opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).	Unlimited for each New Tech staff member
Year 2 July 1, 2019 - June 30, 2020	**New Tech Annual Conference (NTAC):** Event Registration, including NTN 101 - New Staff Training Track and targeted support for Year 2 schools.	5
	Leadership Summit: Registration for New Tech Principal/ Director and thought partner(s). *Total number of registrations for the year* may be applied at any Leadership Summit (currently offered two times per school year). Additional participants may attend at the in-network rate, subject to availability.	2
	In-Person Convenings: Registration for New Tech School staff members to attend in person professional learning opportunities (e.g., NTN Convenings and other NTN Services to be determined) at a New Tech Network school or schools.	4
	Virtual Learning: Access to all Professional Learning @ NTN virtual opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).	Unlimited for each New Tech staff member

School Coaching

Coaching services, including Coaching Visits (both onsite and virtual), wrap-around Planning and Follow-up Support, and Travel, are established in the table below. New Tech Network will annually provide the School with a schedule of coaching services based on the School's needs.

Coaching Days

On-Site Coaching Visits: An intensive learning and sense-making experience in which a New Tech Coach visits the school in-person to work directly with staff members to gather data, support staff needs, and co-develop next steps in service of continual organizational growth and individual capacity building. The experience may include some or all of the following: one-on-one coaching, small group or whole group meetings, customized professional development, student focus groups, and observations. A single on-site coaching visit reflects a total of 4.5 days of NTN support (1 on-site day, 1.5 days of planning, 1 day of follow-up, and 1 day of travel).

Virtual Coaching Visits: Each virtual coaching visit is the equivalent of one on-site day and may be chunked into 2-3 hour segments spread out over multiple days. Like on-site visits, virtual coaching visits are designed to be intensive learning and sense-making experiences in service of gathering data, supporting needs, and co-developing next steps. The experience may include some or all of the following: one-on-one coaching, small group or whole group meetings, customized professional development, student focus

groups, and observation. The School site is responsible for providing the meeting location(s) and appropriate technology to fully engage with virtual support. A single virtual coaching visit reflects a total of 3.5 days of NTN support (1 virtual day, 1.5 days of planning, and 1 day of follow-up).

Remote Planning and Follow-up Support: Remote planning and follow-up support describes coaching and support interactions that happen leading up to, in between, and in the wake of on-site or virtual visits and is represented in the 1.5 days of planning and 1 day of follow-up support built into each visit as described above.

Examples: This is not intended to be an exhaustive list of activities for this category of support. Supports may include some or all of the following:

- Project feedback and tuning
- Participation in small team meetings
- Project ideation and development
- Check-ins with leadership
- Ongoing problem-solving related to implementation
- Co-designing culture supports
- Co-planning professional development and staff meetings via phone calls, emails, texts, and video conferencing with Directors and teachers.

Coaching Visit Schedule:

On-Site Coaching:	**Virtual Coaching:**
Year 1: 4 Days On-Site (18 Days Total)	Year 1: 1 Days Virtual (3.5 Days Total)
Year 2: 3 Days On-Site (13.5 Days Total)	Year 2: 1 Days Virtual (3.5 Days Total)

District may purchase additional coaching services, pending availability, for a fee determined by New Tech Network.

NTN Technology

New Tech Network developed, Echo™, an innovative online learning platform that enables School staff, students and parents to effectively manage the project-based learning (PBL) environment.

Components of Echo include curriculum and gradebook tools designed specifically for the project-based learning environment; calendars, group interaction tools; resource sharing and other "education friendly" social functionality; reporting tools; and a robust project library. NTN Echo integrates with Google Apps at the discretion of the School at no additional cost. Parent accounts are included at no additional cost.

Echo Training and Support:

- Pre-implementation and ongoing training for School staff and administrators
- Echo Support Desk provides support documentation available to students, staff, and parents
- Echo Administrator training focused on: creating and managing user accounts, creating courses, managing SIS integrations (if applicable), managing domain settings such as colors, themes, and welcome page, and accessing Echo support.

Echo User Licenses:

2018-19	2019-20
150	150

District may purchase additional staff and student Echo licenses, for a fee determined by New Tech Network.

NewTech

Exhibit A

Services

Data Services

District agrees to cause School to:

- Participate in NTN's annual collection efforts, by compiling and submitting school level data in the following areas: 1) demographic data (e.g., enrollment, teacher experience data), 2) program data (e.g., thematic focus, internship participation), 3) achievement results (e.g., state test results, graduation rates, etc.), 4) college readiness results (e.g., SAT/ACT results), and 5) behavioral indicators (e.g., attendance, dropout rates).
- Share results with NTN if the school participates in third party research activities
- Participate in efforts to track students' college enrollment, persistence and graduation through National Student Clearinghouse, or similar, by submitting a roster of high school graduates each year following graduation. The roster will include student name, birthdate, and high school graduation date, which are considered directory information (allowed to disclose) according to FERPA.
- Participate in assessments, research projects, and pilot programs, as opportunities arise with NTN.

NTN data services to School and District includes:

- Provide information on the size, demographics, and health of network.
- Provide opportunities for schools to learn about school culture.
- Provide information to high schools who have graduated a New Tech Network freshman class on college enrollment and persistence through the National Student Clearinghouse, or similar.
- Communicate other opportunities to schools that arise and are deemed an appropriate fit including case studies, external research activities, pilot programs, and assessments.

NTN Certification (Implementation ears 2-4)

Developmental Pathways for Teachers and Schools:

- Opportunity for staff members to be designated as New Tech Network Certified Teachers. NTN will identify and recognize teachers who exemplify quality facilitation and curriculum design. The process includes the use of tools for self-reflection, feedback on curriculum and facilitation practices, and a specific push for growth toward a high bar of expectations around responsiveness to student needs. Part of the process involves submission of student work given NTN's attentiveness to student outcomes and the teaching and learning that will elicit those outcomes.
- Opportunity for New Tech Network Certified Teachers to be designated as New Tech Network Certified Trainers. NTN will develop teacher-leaders as instructional coaches to insure long-term school and network health, sustainability, and adaptability. NTN Certified Trainers will develop the skills and knowledge to lead the learning of others.
- Opportunity for School to be certified as a New Tech Network Demonstration Site. NTN Demonstration Sites are held to high standards regarding their status as adaptive learning organizations. Criteria will be made available at the time of application.

New Tech Network reserves the right to amend the process, scope, duration, and availability of NTN Certification Professional opportunities on a yearly basis.

Additional Services Based Upon Performance

- NTN will regularly monitor and provide recommendations around support and differentiated services.
- In some cases, (i.e. high staff turnover, missed training, etc.), New Tech Network will recommend additional coaching or support services at additional cost to School or District. Typically, additional fees will not exceed 10% of the following year's fee (or, 10% of the prior year's fee in the last year of the Agreement) except in extreme circumstances, including without limit, 50% or more staff turnover at School or a change of School leadership.

Elementary School Commitment Criteria

Exhibit B

Schools implementing the NT approach agree to meet the following requirements to ensure successful school implementation.

		Desired Student Outcomes	Required	Recommended
Cultural Outcomes	Connected	☐ Students have positive relationships with adults and peers in the school community and feel a sense of belonging. ☐ Students feel emotionally and physically safe, feel accepted "being themselves," can take courageous risks, and will be supported if they fail. ☐ Students feel empowered to contribute positively to the community and take on leadership roles. They feel trusted and trust others to be respectful and responsible.	☐ **Adult Learning Structures:** School will create a personalized learning environment through grade level teams or other structures that allow for intentional adult collaboration. ☐ **Admission Policy:** School will have a non-selective admission policy. District will work to ensure that the student population reflects the overall make-up and achievement level of existing feeder schools. ☐ **Dedicated Staff:** Teachers and principals are full-time employees of the New Tech School and will not have their assignments shared with other schools. ☐ **Support Staff:** Non-teaching classroom-based staff are included in professional development and play and active role in supporting project-based learning ☐ **Common Planning:** Grade level teams will have built-in time for common planning weekly	☐ **Learning Environments:** New Tech classrooms, furniture and collaborative spaces allow for collaboration and flexibility. ☐ **School Facilities:** New Tech school will have appropriate signage, separate entrance/ exit, etc. for recognition as a unique site.
	Engaged	☐ Students value and are excited about the work they are doing and are interested in how it relates to the work of others. ☐ Students are often innovative and creative, deriving unique solutions to problems, and defend their ideas and conclusions with enthusiasm. ☐ Students regularly seek out interactions with adults and experts in a professional manner as part of the learning process.	☐ **Start-Up Training:** Principal/ Director is hired by January of the year prior to school start and able to attend Leadership Residency. ☐ **NTN Network Training:** Teachers, Instructional Coaches and Paraprofessionals with instructional function will participate in all NTN training events. ☐ **Travel:** District will provide funding for staff to travel to all regional and national training events. ☐ **Staffing:** All staff is hired prior to and is able to attend NTN Teacher Residency (March- April) and NTN 101 (June/July). ☐ **IT Administrator Training:** Designated IT Administrator will attend NTN101 - New Schools Training (June/July prior to the school opening) to provide staff technology support. ☐ **Community Involvement:** PBL Units require students regularly seek out interactions with adults and community experts. ☐ **Cross-Curricular Integration:** All projects are interdisciplinary and incorporate literacy and/or numeracy.	☐ **NTN Teacher/ Trainer Certification:** School has 1-2 staff members participate in certification programs per year after Year 1, with a goal of 25% of staff certified as NTN Teachers by Year 4. ☐ **Network Collaboration:** Staff participates in NTN initiatives, such as advisory or design groups, webinars, and other remote networking opportunities. ☐ **Teaching Schedule:** o Grade level teams have daily time built into schedule for common planning o All staff meets together weekly o Grade level teams schedule regular virtual meetings with NTN coach ☐ **District PD:** Differentiated to meet the needs of each district school and their staff. ☐ **NTN PD:** Grade level teams are provided with release time to work with NTN or district-based school coaches
	Challenged	☐ Students have the capacity to successfully complete authentic, complex, and rigorous tasks that require active exploration, higher-order thinking, and application of what they have learned. ☐ Students evaluate the quality of their work against authentic discipline or industry standards in formal publications, exhibitions, and presentations.	☐ **PBL:** All classes will implement Project and/or Problem Based Learning as the primary instructional methodology. Students receive ongoing feedback and engage with community/ business partners. Majority of skill development and reinforcement is done in the context of projects or problem-based units ☐ **Teacher pull from a variety of resources to develop high quality projects.** Teachers have flexibility for district managed curriculum as well as common assessments to insure alignment with projects. ☐ **Leadership:** School will have a full-time Principal/ Director. ☐ **IT Administrator:** At a minimum, District will provide part-time IT administrator position to provide technology support ensuring that network connectivity is maintained at 95%.	☐ **Principal Selection:** NTN plays an advisory partner role and/or NTN materials are used in principal selection and approval. ☐ **Staffing Autonomy:** School Principal/ Director will have significant hiring autonomy from involuntary transfers from other schools. ☐ **Evaluation:** Hiring and assessment procedures will reflect the specific requirements of the model.

Elementary School Commitment Criteria

Exhibit B

Schools implementing the NT approach agree to meet the following requirements to ensure successful school implementation.

Learning Outcomes	Knowledge	☐ Students demonstrate a mastery of core knowledge across all discipline areas (as defined by state and national standards). ☐ Students easily make sophisticated connections and find patterns between and among discipline areas. ☐ Students demonstrate the ability to understand and utilize the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.	☐ **Technology:** ○ K-2 1:1 ratio student to networked computer optional ○ 3-6 1:1 ratio student to networked computer recommended ☐ **Computers:** Meet or exceed the minimum technical specifications set forth in Echo™ Technology Requirements and Recommendations document. ☐ **School Network Capacity:** School will have a fully functioning network enabling student access to the Internet with 95% uptime. ☐ **Echo Use:** Staff fully implements the New Tech Learning Management System (Echo™) for project planning and staff learning structures. ☐ **Email Accounts:** Staff and students (3 -- 6) must have email accounts. Accounts for staff and students must be in the same domain, and that domain must be unique to the school. ☐ **Access:** District will provide sufficient Internet bandwidth as well as an Internet browser supported by NTN (defined in Echo™ Technology Requirements and Recommendations).	☐ **Team Taught and Cross-Curricular Integration:** Teachers have the opportunity to team teach or integrate with multiple grade levels or with other subject areas. ☐ **Additional Graduation Experiences:** All students complete a portfolio and/or service learning. ☐ **Career Awareness:** Student-led conferences and/or career exposure through authentic PBL units by the end of elementary school. ☐ **Common Assessments:** Teachers use school-created common assessments in place of district-wide common assessments. ☐ **Implementation Process:** Staggered start with teaming structures to support adult learning.
	Skills	☐ Student writing is clearly and consistently organized, fully developed, fluent, and generally free from errors, as appropriate to the discipline. ☐ Students can effectively communicate complex ideas in well organized and engaging oral presentations to a variety of audiences and for many purposes. ☐ Students can effectively collaborate with others on complex tasks and can adopt different roles including leadership based on group needs. ☐ Students demonstrate mastery of other college and career readiness skills such as creativity, innovation, technology literacy, researching, social interaction, time management, etc.	☐ **School-Wide Learning Outcomes:** Assessment strategies will reflect both content mastery and school-wide learning outcomes.	
	Attributes	☐ Students are very confident in many settings and demonstrate the attributes of highly effective people including resilience, patience, adaptability, and persistence. ☐ Students see challenges as learning opportunities and believe that if they work at something, their performance will improve. They believe that they are capable of achieving at high levels across a broad spectrum of disciplines. Students regularly refine their work and reflect on their performance. ☐ Students demonstrate the capacity to be self-directed in making choices that will affect their current and future success while seeking the advice and guidance of trusted allies. ☐ Students accept the responsibility of their actions, and although they recognize external circumstances, focus on their own choices and behaviors instead.	☐ **Learning Environments:** school provides ample collaborative space for students to work together in an outside of the classroom ☐ **Data Sharing:** District and/or school will provide access to school level data so that NTN can measure ongoing achievement, performance and implementation benchmarks. ☐ **NTN Reporting:** School participates in NTN Culture Survey once yearly to gauge school and student culture. School takes active measures to respond to the findings.	☐ **Schools Facilities:** School has dedicated autonomous space that allows for a unique identity and culture. ☐ **Technology plan:** School/ district will maintain a technology plan that details disaster recovery contingencies for continued student access in addition to a periodical technology refresh cycle. ☐ **Security:** District will make firewall/proxy accommodations to allow staff access to a desktop videoconferencing tool (such as Skype) for remote coaching purposes. ☐ **Unique School Name and School Code:** Co-located and stand-alone school will have its own identity, with a unique school name and state school code. If the district is unable to assign a separate school code, the district will develop reporting processes for NTN that flag NT students and enable NTN and the NT school to track student performance. ☐ **NTN Reporting:** School participates in CWRA or similar, ACT/SAT, National Student Clearinghouse, Youth Truth survey, Student Exit Survey, Alumni Survey, or other assessment tools as available. The school also tracks all necessary data elements, including student demographics, student academic achievement, and student participation in internships, dual enrollment, college applications and acceptances.

NTN SCHOOL SUCCESS RUBRIC

Exhibit C

LEARNING OUTCOMES (What knowledge, skills, and attributes every graduate should demonstrate)

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
KNOWLEDGE	Students demonstrate significant gaps in their knowledge in multiple discipline areas. - Students understand facts in isolation and rarely make connections between disciplines. - Students are unable to understand and utilize the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.	Students demonstrate proficient knowledge in most disciplines (as defined by state and national standards). - Students make simple connections and find rudimentary patterns within and among discipline areas. - Students have a rudimentary ability to apply the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.	Students demonstrate a mastery of core knowledge across all discipline areas (as defined by state and national standards). - Students easily make sophisticated connections and find patterns between and among discipline areas. - Students demonstrate the ability to understand and utilize the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.	In addition, students demonstrate a specialized knowledge in one or more disciplines that are of interest. - In addition, students can identify the limits of their knowledge, understand how that might affect their thinking, and plan further learning.
SKILLS	Student writing is disorganized and shows limited control of conventions. - Students cannot effectively communicate ideas orally. - Students cannot effectively collaborate with others on complex tasks. - Students demonstrate significant gaps in their ability with other college and career readiness skills.	Student writing is somewhat organized but insufficiently developed and shows fairly consistent control of conventions. - Students can effectively communicate simple information in rudimentary oral presentations. - Students can effectively collaborate with others on simple, short-term tasks. - Students demonstrate rudimentary development of other college and career readiness skills such as creativity, technology literacy, researching, social interaction, time management, etc.	Student writing is clearly and consistently organized, fully developed, fluent, and generally free from errors, as appropriate to the discipline. - Students can effectively communicate complex ideas in well organized and engaging oral presentations to a variety of audiences and for many purposes. - Students can effectively collaborate with others on complex tasks and can adopt different roles including leadership based on group needs. - Students demonstrate mastery of other college and career readiness skills such as creativity, innovation, technology literacy, researching, social interaction, time management, etc.	In addition, student writing is engaging, colorful, stimulating, entertaining, or thought provoking. - In addition, students can thoughtfully use humor, propaganda techniques, and drama to enhance their message. - In addition, students effectively manage and motivate others to maximize team success. - In addition, students demonstrate a developing mastery of career-specific skills in a field that interests them.
ATTRIBUTES	Students lack confidence and demonstrate few attributes of highly effective people including a persistence, flexibility, and patience. - Students avoid challenges, believing that they are good in some disciplines, not good in others, and that working harder will have little effect on that. - Students are passive when faced with choices that will affect their current and future success and rely on direction from others to chart their path. - Students view themselves as victims of circumstance and take little responsibility for what happens to them, attributing their success and failure to the actions of others.	Students are confident in some settings and demonstrate some attributes of highly effective people including resilience, patience, adaptability, and persistence. - Students believe that if they work at something, their performance will improve, but avoid significant challenges and do not regularly revise their work once completed or reflect on how to improve. - Students show some capacity to actively make choices that will affect their current and future success but still rely heavily on external direction. - Students are able to describe how their choices lead to their success or failure but often deflect consequences (especially negative ones) to the actions of others.	Students are very confident in many settings and demonstrate the attributes of highly effective people including resilience, patience, adaptability, and persistence. - Students see challenges as learning opportunities and believe that if they work at something, their performance will improve. They believe that they are capable of achieving at high levels across a broad spectrum of disciplines. Students regularly refine their work and reflect on their performance. - Students demonstrate the capacity to be self-directed in making choices that will affect their current and future success while seeking the advice and guidance of trusted allies. - Students accept the responsibility of their actions, and although they recognize external circumstances, focus on their own choices and behaviors instead.	In addition, students build the confidence and capacity of others to be highly effective. - In addition, students engage with peers and mentors in formal and informal settings outside of the classroom and school settings to give and receive feedback, exchange ideas, and push their personal development in areas of interests to them. - In addition, students "lean in" to their futures by taking leadership roles and seeking opportunities for growth. They understand and act on the value of standing up rather than standing by. - In addition, when in a leadership role, students demonstrate responsibility for the actions of their peers and team members.

NTN SCHOOL SUCCESS RUBRIC

Exhibit C

CULTURAL OUTCOMES (what students should experience in the learning environment)

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
CONNECTED	Students feel anonymous or disconnect from the school community. - Students feel physically or emotionally unsafe on campus. - Students engage in disruptive and antisocial behaviors.	Students feel connected with a small group of friends. - Students feel mostly safe while on campus but may not feel trusted or respected. - Students comply with rules and do not engage in disruptive or antisocial behavior.	Students have positive relationships with adults and peers in the school community and feel a sense of belonging. - Students feel emotionally and physically safe, feel accepted "being themselves," can take courageous risks, and will be supported if they fail. - Students feel empowered to contribute positively to the community and take on leadership roles. They feel trusted and trust others to be respectful and responsible.	In addition, students contribute proactively and positively in the local community, taking leadership roles and working to make a difference. - In addition, students have a sense of responsibility to ensure that everyone on campus feels the same way. - In addition, students work to empower others by recognizing individuals' strengths and encouraging others to succeed.
ENGAGED	Students do not see the value in the work they are doing. - Students are not innovative or creative and tend to do the minimum to get by. - Students rarely interact with adults or experts as part of the learning process.	Students see the value of the work they are doing. - Students are innovative or creative in certain disciplines of personal interest. - Students interact with few adults or experts as part of the learning process.	Students value and are excited about the work they are doing and are interested in how it relates to the work of others. - Students are often innovative and creative, deriving unique solutions to problems, and defend their ideas and conclusions with enthusiasm. - Students regularly seek out interactions with adults and experts in a professional manner as part of the learning process.	In addition, students return to earlier work and continue to improve it. - In addition, students share or present their innovations and creations to audiences unrelated to school. - In addition, students form working relationships with adults and experts in the course of learning.
CHALLENGED	Students are capable of completing short, simple, inauthentic tasks that require little higher-order thinking. - Students do not use any measures to evaluate the quality of their work.	Students show some capacity to complete longer, more authentic tasks requiring higher-order thinking and application of what they have learned. - Students evaluate the quality of their work against a set of standards and present their work to teachers and peers.	Students have the capacity to successfully complete authentic, complex, and rigorous tasks that require active exploration, higher-order thinking, and application of what they have learned. - Students evaluate the quality of their work against authentic discipline or industry standards in formal publications, exhibitions, and presentations.	In addition, students can design and manage complex tasks that reflect an authentic need or area of interest. - In addition, students submit their work to academic or professional organizations for review.

COLLEGE* AND CAREER OUTCOMES (What students need to enter and be successful in postsecondary learning opportunities)

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
AWARE	Students do not expect to attend college, have done little formal planning for postsecondary education or financial aid, and cannot articulate a thoughtful career path.	Students are aware of some postsecondary options but are unsure about attending college. They have done some preliminary research into postsecondary and financial aid options and have only a rudimentary career path.	Students expect to attend college; have thoroughly researched postsecondary options, financial aid, and career paths; and have applied to several organizations that meet their learning and career objectives.	In addition, students have planned for and prepared options in case they do not get into their chosen school or program.
ELIGIBLE	Students are not enrolled in courses that meet the minimal requirements for 4-year college eligibility which severely limits their post-secondary options.	Students are enrolled in courses that meet the minimal requirements for 4-year college eligibility, but are not successful which limits their post-secondary options.	Students meet course requirements needed for 4-year college eligibility and therefore have a variety of options for post-secondary learning.	In addition, students have been accepted into a formal post-secondary program of learning or have made a clear case for pursuing a different path to meet their learning and career objectives.
PREPARED	Students presently lack significant amounts of the knowledge, skills, or attributes needed to be successful in college.	Students have the knowledge, skills, and attributes needed to be successful in college in most areas but may need to take some remedial course work.	Students have the knowledge, skills, and attributes needed to be successful in college without having to take remedial courses.	In addition, students are successful in college level coursework while still enrolled in high school.

* For the purposes of this document, the term "college" refers to a broad range of formal postsecondary experiences that further a person's learning in preparation for a career and lead to a certificate or a degree. In addition to traditional 2- and 4-year college experiences, many technical or trade school experiences and the military could serve as a "college" experience.

New Tech

Exhibit D

Fee Schedule

Phase	Fee Amount	NTN Invoice Date
Planning & Start up support	$39,900	NTN invoice sent upon receipt of signed contract
Year 1 support	$91,800	July 1, 2018
Year 2 support	$74,700	July 1, 2019
Total NTN fees not to exceed*	$206,400	

* With the exception of "make-up" training, supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Agreement. At New Tech Network's option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the School exceeds benchmarks established by New Tech Network.

To insure successful implementation, the District and School will make every effort for staff to participate in New Tech Network training events. District is responsible for additional costs for training staff unable to attend scheduled New Tech Network professional development events.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.

NewTech

Please complete District invoicing information:

District Name	Black Oak Mine U.S.D.
Accounting Contact	Denise Malito
Title	Accounts Payable
Street Address	6540 Wentworth Springs Road
City, State, Zip	Georgetown, CA 95634
Email address	dmalito@bomusd.org
Phone number	530 333 8300
Fax number	530 333 8303

Please indicate your preferred delivery method of NTN invoices:

___ Mail ✓ Email ___ Fax

Purchase Orders:

Are purchase orders required in your district prior to paying invoices? ✓ Yes ___ No

If yes, please identify point of contact to initiate purchase order request (if different than above).

Contact	Denise Malito
Title	Accounts Payable
Email address	dmalito@bomusd.org
Phone number	530 333 8300

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.9 AVID Contract

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the AVID Contract

BACKGROUND: AVID provides scaffold support that educators and students need to encourage college and career readiness and success.

The fee for the services is $9,479.00 for the 2018-19 fiscal year. This includes membership fees, a library package, and a summer institute training session.

km\board\5-24-18\AVID Contract

AVID Center Quote

Quote #: Q-01074
Black Oak Mine Unif Sch Dist
6540 Wentworth Springs Rd
Georgetown, CA 95634
Quote Prepared For:
Black Oak Mine Unif Sch Dist

AVID Representative: Shonnel Oson
Phone: 858.380.4773
Email: soson@avid.org

Golden Sierra Jr Sr High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	$3,899.00	$0.00	$3,899.00
1	AVID Secondary Library Package	$4,590.00	$0.00	$2,250.00
1	Shipping & Handling	$150.00	$0.00	$150.00
1	Secondary Digital Library Set - 8 Licenses	$750.00	$0.00	$0.00
1	AVID Weekly Secondary	$550.00	$0.00	$0.00
4	AVID Summer Institute Registration Fee	$870.00	$300.00	$3,180.00
			Golden Sierra Jr Sr High Sch SUBTOTAL:	**$9,479.00**

TOTAL:	$9,479.00

Additional Comments:

N/A

AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and Black Oak Mine Unif Sch Dist ("Client").

Article I. Definitions

1.1. AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2. AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID *for* Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

(a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID *for* Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3. AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID *for* Higher Education.

1.4. AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID *for* Higher Education.

1.5. AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID *for* Higher Education.

1.6. AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID *for* Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID *for* Higher Education. AVID Elementary and AVID *for* Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. Service and Product Exhibits: The language in Article 9 of the AVID Standard Terms and Conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8. Payment Terms: The terms of when payment is due, as listed on the Quote.

1.9. Quote: The order document that is fully incorporated into this Agreement.

Article II. Period of Agreement

2.1. Term: The Term ("Term") of this Agreement shall be July 01, 2018 to June 30, 2019 unless earlier terminated as provided herein.

Article III. Licenses and Proprietary Rights

3.1. Copyright License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID *for* Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for

download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such

individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1. Quotes—Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client and payment is due according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

5.1. Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1. AVID Center Authority: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2. Client Authority: Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1. Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall

be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

8.9. Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article IX. Services and Products Exhibits

9.1 AVID Secondary Membership/Curriculum: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of AVID Standard Terms and Conditions.

(a) AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

(b) AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;

- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the certification processes;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.

(c) AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

(d) AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning

districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

(e) Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

(f) Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

(g) AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

(h) AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

(i) AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

(j) AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

(k) Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

(l) AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.

(m) Curriculum Library: To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote. AVID Curriculum Library prices are set forth on the Quote. Client shall be entitled to use AVID Secondary libraries only at the AVID Member Sites listed on the Quote with a Program Name that includes "Secondary" and for

which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

(n) Curriculum Shipment(s): AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

	AVID Center, a California Non-Profit Corporation 501(c)(3)		Black Oak Mine Unif Sch Dist
Signature:	DocuSigned by: David S. Greulich F9CE2B2732C8496...	Signature:	DocuSigned by: rmorris@bomusd.org 6CD7B49922E8469...
Print Name:	David Greulich	Print Name:	Ron Morris
Title:	Controller	Title:	Assistant Principal
Date:	4/17/2018 | 2:05 PM PDT	Date:	4/17/2018 | 2:00 PM PDT

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.10 Focal Point K12 Agreement

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the Focal Point K12 Agreement

BACKGROUND: Focal Point K12 offers Personalized Learning Platform subscription services including technical support services and onsite software training and set-up. Set-up fees and on-site trainings are a one-time cost of $4,600. Student software platform fees are $6,265 annually through 2020-21.

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FocalPointK12
Order Document

Customer Name **Black Oak Mine Unified School District**
Customer Location 6540 Wentworth Springs Road
Georgetown, CA 95634

1. SUBSCRIPTION SERVICES

Black Oak Mine Unified School District has ordered FocalPointK12's *Personalized Learning Platform* subscription services including technical support services described below, which services will commence on July 1, 2018 (or at the time of set-up winter/spring 2018) and will end on June 30, 2021. Services may be extended through a separate subscription renewal ordering document, at the then published pricing. Listed below is a summary of net fees due under this ordering document. These fees are exclusive of any applicable taxes. If you are exempt from sales tax, FocalPointK12 will not invoice you for applicable sales tax provided a copy of a valid sales tax certificate is provided to FocalPointK12 simultaneously with the execution and return of this ordering document. Services may be canceled with 30 days written notice prior to annual payment date.

Product	List Price	Units	Term	Total Extended Price
FocalPointK12 Personalized Learning Platform™ **(Lens, AssessCloud, ContentCloud, Communities)**	~~$9.00~~ $5.00 per student per year (First-in-state Partner Discount)	1,253 students	July 1, 2018 – June 30, 2021	**$18,795.00**
		Payment schedule	July 1st, 2018	$6,265.00
			July 1st, 2019	$6,265.00
			July 1st, 2020	$6,265.00
One-time setup/implementation	~~$500~~ $350 per school	6	July 1st, 2018 or billed at time of set-up (winter/spring 2018)	$2,100.00
2 days onsite training - onsite training for admins and teachers	~~$1,500~~ $1,250 per day	2 days	billed when delivered	$2,500.00

All fees on this ordering document are in US Dollars. ***Total*** **$23,395.00**

2. GENERAL TERMS

a. Customer Definition

For the purposes of this ordering document only, 'you' and 'your' shall mean the entity listed at the head of this ordering document.

You are allowed to use the FocalPointK12 solutions listed in Section 1 above solely in furtherance of your business operations and subject to the terms of this ordering document and the master service agreement (MSA). You represent that you are responsible for the Authorized Users failure to comply with the terms, conditions, and obligations, in their use of the programs, set forth in this ordering document and the MSA. You will be responsible for any breach of this ordering document and the MSA by you or the Authorized Users.

Additionally, you may allow your agents and contractors to use the programs for your business operations, subject to the terms of this ordering document and the MSA. For programs that are specifically designed to allow your customers (including members of the public) and suppliers to interact with you in furtherance of your business operations, such use is allowed under this ordering document.

b. Commencement Date

All subscription services and the period of performance for all services are effective upon the effective date of this ordering document.

c. Fees, Invoicing, and Payment Obligation

1) All fees due under this ordering document shall be paid net 30 days in accordance with the MSA.

2) All fees are invoiced as of the commencement date of each term, in accordance with the payment schedule set forth in this order document.

3) Technical support is provided under FocalPointK12's Technical Support Policies in effect at the time the services are provided.

4) In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, the preceding sentence does not relieve FocalPointK12 of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with FocalPointK12's then current technical support policies; and (b) the preceding sentence does not change the rights granted to you for any service under this ordering document, per the terms of this ordering document and the MSA.

d. No Assignment of Orders, Licenses or Services

You may not assign orders or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables.

e. Order of Precedence

In the event of any inconsistencies between the MSA and this ordering document, the MSA shall take precedence.

This quote is valid through December 31st, 2017, and shall become binding upon execution by you and acceptance by FocalPointK12.

Black Oak Mine Unified School District	**FocalPointK12, Inc.**
Signature	**Signature** _____
Name Terry Meyers	**Name** _____
Title Superintendent	**Title** _____
Signature Date 3/22/18	**Signature Date** _____
Effective Date: **July 1, 2018**	**(to be completed by FocalPointK12)**

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Master Service Agreement (MSA)

FocalPointK12, Inc.
Software as a Service Agreement
v2_2015

IMPORTANT - READ THIS FOCALPOINTK12 SOFTWARE AS A SERVICE AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE SIGNING ORDERING DOCUMENT. BY ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT (THE "ORDERING DOCUMENT"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY.

1. Agreement Definitions
"You" and "your" refers to the individual or entity that has ordered software as a service from FocalPointK12, Inc. ("FocalPointK12") or an authorized distributor by executing the ordering document that accompanies and incorporates this FocalPointK12 software as a service agreement (collectively, the "agreement"). Software as a service consists of system administration, system management, and system monitoring activities that FocalPointK12 performs for FocalPointK12 programs, and includes the right to use the FocalPointK12 programs, support services for such FocalPointK12 programs, as well as any other services provided by FocalPointK12, as defined in the ordering document (collectively, the "services"). The term "program documentation" refers to any documentation as well as any other materials provided by FocalPointK12 as part of the services. The term "FocalPointK12 programs" refers to the software products owned or distributed by FocalPointK12 to which FocalPointK12 grants you access as part of the services, including program documentation, and any program updates provided as part of the services. The term "users" shall mean those individuals authorized by you or on your behalf to use the services, as defined in the ordering document. The term "your data" refers to the data provided by you that resides in your services environment. The term "ordering document" refers to the ordering document signed by the parties that accompanies and incorporates this software as a service agreement, including the services policies and any other document referenced or incorporated into the ordering document.

2. Applicability of Agreement
This software as a service agreement serves as a master service agreement between you and FocalPointK12 until superseded by a subsequent master service agreement entered into and jointly signed by you and FocalPointK12.

3. Rights Granted
Upon FocalPointK12's acceptance of your order and for the duration of the services term defined in the ordering document, you have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the services solely for your internal business operations and subject to the terms of the agreement. You may allow your users to use the services for this purpose and you are responsible for your users' compliance with the agreement. The services are provided as described in, and subject to, the services policies referenced in the ordering document.

You acknowledge that FocalPointK12 has no delivery obligation and will not ship copies of the FocalPointK12 programs to you as part of the services. You agree that you do not acquire under the agreement any license to use the FocalPointK12 programs specified in the ordering document in excess of the scope and/or duration of the services. Upon the end of the agreement or the services thereunder, your right to access or use the FocalPointK12 programs specified in the ordering document and the services shall terminate.

4. Ownership and Restrictions
You retain all ownership and intellectual property rights in and to your data. FocalPointK12 or its licensors retain all ownership and intellectual property rights to the services and FocalPointK12 programs. FocalPointK12 retains all ownership and intellectual property rights to anything developed and delivered under the agreement.

Third party technology that may be appropriate or necessary for use with some FocalPointK12 programs is specified in the program documentation or ordering document as applicable. Your right to use such third party technology is governed by the terms of the third party technology license agreement specified by FocalPointK12 and not under the agreement.
You may not:

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- remove or modify any program markings or any notice of FocalPointK12's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to FocalPointK12;
- disclose results of any services or program benchmark tests without FocalPointK12's prior written consent; and
- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the services, FocalPointK12 programs or materials available, to any third party other than, as expressly permitted under the terms of the agreement.

The rights granted to you under the agreement are also conditioned on the following:

- except as expressly provided herein, no part of the FocalPointK12 program code may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- you agree to make every reasonable effort to prevent unauthorized third parties from accessing the services.

5. Warranties, Disclaimers and Exclusive Remedies

FocalPointK12 warrants that the services will perform in all material respects in accordance with the services policies referenced in the ordering document. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to FocalPointK12 as specified in the ordering document no later than five business days after the last day of that particular month or within such other period stated in the ordering document.

FOCALPOINTK12 DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT FOCALPOINTK12 WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT FOCALPOINTK12 DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. FOCALPOINTK12 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Trial Use of the Services

If specified in the ordering document, you may order certain services for trial, nonproduction purposes subject to the terms and conditions of the agreement. Services acquired for trial purposes are provided "as is" and FocalPointK12 does not offer any warranties for such services.

7. Indemnification

If a third party makes a claim against either you or FocalPointK12 ("Recipient" which may refer to you or FocalPointK12 depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, or material ("Material") furnished by either you or FocalPointK12 ("Provider" which may refer to you or FocalPointK12 depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

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- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects FocalPointK12's ability to meet its obligations under the relevant order, then FocalPointK12 may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or services policies or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Provider, or (ii) any Material from a third party portal or other external source that is accessible to you within or from the service (e.g., a third party Web page accessed via a hyperlink). FocalPointK12 will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by FocalPointK12. FocalPointK12 will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of the agreement would not otherwise infringe any third party intellectual property rights. FocalPointK12 will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of the agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of the agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

8. Support Services

a. Coverage. The applications eligible for Support Services are only those applications associated Ordering Document.

b. Term. The term of Support Services coincides with the term specified in the associated Ordering Document.

c. Standard Support Services. Standard support services shall include:

1) Technical services to design, code, check out and deliver amendments or alterations of the Supported Application necessary to correct or provide a solution to any programming error attributable to FocalPointK12 which caused the Supported Application not to perform substantially as described in the applicable Specifications.

2) Reasonable telephone consultation in the use and operation of the Supported Application during FocalPointK12's standard support service hours, 8:00am to 5:00pm (Eastern Time).

3) Corrections to the Supported Applications which FocalPointK12 elects to include under its standard support services program and does not market separately to customers generally ("Updates"). Updates do not include significantly enhanced functionality, new functionality or major changes to the Supported Applications architecture or file structure.

4) Up to four (4) Designated Contacts identified by you to serve as primary liaisons between you and FocalPointK12 for technical support. You shall notify FocalPointK12 whenever Designated Contact responsibilities are transferred to another individual.

5) Case submission over the web or by telephone. FocalPointK12 will use commercially reasonable efforts to promptly respond to each case, and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in FocalPointK12's reasonable determination.

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d. Support Request Management.
Issues will be categorized and handled according to an assigned severity level. The case severity level is selected by the User at time of case submission, and will be updated by FocalPointK12 as follows:

Level 1 – Critical	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available.
Level 2 – Urgent	Major functionality is impacted or performance is significantly degraded. Issue is persistent and affects many users and/or major functionality. No reasonable workaround is available. Also includes time-sensitive requests such as requests for feature activation or a data export.
Level 3 – High	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable.
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

FocalPointK12 will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the severity level set on the case.

Severity Level	Target Initial Response Time
1	2 hours
2	4 hours
3	24 hours
4	2 - 3 days

Severity Level 1 and 2 target initial response times is 24x7, including weekends and holidays. Severity Level 1 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email.

Severity Level 3 and 4 target initial response times include local business hours only and exclude weekends and holidays, and do not apply to cases submitted via e-mail.

Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis. FocalPointK12 must be able to reproduce errors in order to resolve them. You agree to cooperate and work closely with FocalPointK12 to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to your approval on a case-by-case basis, users may be asked to provide remote access to their FocalPointK12 application and/or desktop system for troubleshooting purposes.

e. Your Responsibilities. You shall allow FocalPointK12 access to the Supported Applications as necessary to provide Support Services.

f. Services Not Regularly Included in Standard Support Services. Investigation and research for your identified conditions determined by FocalPointK12 not to be covered by standard support services are billable to you as additional services not included in standard support services. Such additional services include your identified conditions attributable to: (i) your failure to accept error corrections, modifications, Updates or releases made available by FocalPointK12 within a reasonable period of time; (ii) modifications to the Supported Application not made by FocalPointK12, (iii) your misuse, improper use, alteration or damage of the Supported Application, (iv) your failure to operate the Supported Application in the recommended environment or failure to operate or maintain any component as recommended by its supplier, and (v) the additional services described in Section 7 below. You agree to pay additional compensation at FocalPointK12's then-current standard rates to the extent such a change or failure by you, or any other action or inaction of yours, impedes or renders more difficult than usual performance of Support Services.

g. Additional Services. You agree to pay FocalPointK12's fees for additional services not included in Support Services at FocalPointK12's then-current standard rates, together with all reasonable costs incurred in connection therewith. Training, consulting, education services and any enhanced functionality, new functionality or major

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changes to the Supported Applications architecture or file structure are not included in Support Services. If FocalPointK12 and you agree that FocalPointK12 is to perform additional services not in the original scope of the Support Services specified in this agreement, the parties shall execute a separate writing setting forth a description of the services and the terms and conditions applicable to such additional services.

h. Proprietary Rights. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, applications, code or documentation as may be provided by FocalPointK12 under these support services and designated as an FocalPointK12 product, and all copies thereof, shall be and remain the sole and exclusive property of FocalPointK12 and shall be available for use by you under and subject to the license granted.

9. End of Services

Services provided under this software as a service agreement shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the agreement. The term of the services and any renewal years are collectively defined as the "services term." At the end of the services term, all rights to access or use the services, including the FocalPointK12 programs listed in the ordering document, shall end.

If either of us breaches a material term of the agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the applicable ordering document under which the breach occurred. If FocalPointK12 ends the ordering document as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the services ordered under the agreement plus related taxes and expenses. If FocalPointK12 ends the services under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services plus related taxes and expenses. The non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the agreement, you may not use the services ordered.

In addition, FocalPointK12 may immediately suspend your password, account, and access to or use of the services (i) if you fail to pay FocalPointK12 as required under the agreement and do not cure within the first ten days of the 30 day cure period, or (ii) if you violate any provision of this software as a service agreement. FocalPointK12 may terminate the services hereunder if any of the foregoing is not cured within 30 days after FocalPointK12's initial notice thereof. Any suspension by FocalPointK12 of the services under this paragraph shall not excuse you from your obligation to make payment(s) under the agreement.

At your request, and for a period of up to 60 days after the termination of the applicable ordering document, FocalPointK12 may permit you to access the services solely to the extent necessary for you to retrieve a file of your data then in the services environment. FocalPointK12 will provide, annually at your request and upon termination of the applicable ordering document, a backup of your data in a format selected by FocalPointK12.

You agree and acknowledge that FocalPointK12 has no obligation to retain your data and that your data may be irretrievably deleted after 60 days following the termination of the ordering document.

Provisions that survive termination or expiration of the agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

10. Fees and Taxes

You agree to pay for all services ordered as set forth in the applicable ordering document. All fees due under the agreement are non-cancelable and the sums paid nonrefundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that FocalPointK12 must pay based on the services you ordered, except for taxes based on FocalPointK12's income. You will reimburse FocalPointK12 for reasonable expenses related to providing any on-site portion of the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice.

You agree that you have not relied on the future availability of any services, programs or updates in entering into the payment obligations in the ordering document; however, the preceding does not relieve FocalPointK12 of its obligation to deliver services that you have ordered per the terms of the agreement.

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11. Nondisclosure

By virtue of the agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under the agreement. Confidential information shall be limited to the terms and pricing under the agreement, your data residing in the services environment, and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the agreement. FocalPointK12 will protect the confidentiality of your data residing in the services environment in accordance with the FocalPointK12 security practices specified in the services policies referenced in the ordering document. Nothing shall prevent either party from disclosing the terms or pricing under the agreement in any legal proceeding arising from or in connection with the agreement or from disclosing the confidential information to a governmental entity as required by law.

12. Entire Agreement

You agree that the agreement (including the information which is incorporated into the agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the services ordered by you, and that the agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of the agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the agreement. It is expressly agreed that the terms of the agreement, including any FocalPointK12 ordering document, shall supersede the terms in any purchase order or other non-FocalPointK12 document and no terms included in any such purchase order or other non-FocalPointK12 document shall apply to the services ordered. The agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing by authorized representatives of you and of FocalPointK12.

13. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. FOCALPOINTK12'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE AS A SERVICE AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO FOCALPOINTK12 FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST FOCALPOINTK12 SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

14. Other

1. FocalPointK12 is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

2. You shall obtain at your sole expense any rights and consents from third parties necessary for FocalPointK12 and its subcontractors to perform the services under the agreement.

3. The agreement is governed by the substantive and procedural laws of Georgia and you and FocalPointK12 agree to submit to the exclusive jurisdiction of, and venue in, the courts in Georgia in any dispute arising out of or relating to the agreement.

4. If you have a dispute with FocalPointK12 or if you wish to provide a notice under the Indemnification section of this software as a service agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: FocalPointK12, 3295 River Exchange Drive Suite 372, Norcross GA 30092, Attention: General Counsel, Legal Department. FocalPointK12 may give notice applicable to FocalPointK12's software as a service customer base by means of a general notice on the FocalPointK12 portal for the services, and notices specific to you by electronic

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mail to your e-mail address on record in FocalPointK12's account information or by written communication sent by first class mail or pre-paid post to your address on record in FocalPointK12's account information.

5. You may not assign the agreement or give or transfer the services or an interest in them to another individual or entity. If you grant a security interest in any portion of the services, the secured party has no right to use or transfer the services or any deliverables.

6. Except for actions for nonpayment or breach of FocalPointK12's proprietary rights, no action, regardless of form, arising out of or relating to the agreement may be brought by either party more than two years after the cause of action has accrued.

7. The Uniform Computer Information Transactions Act does not apply to this software as a service agreement or orders placed under it. You understand that FocalPointK12's business partners, including any third party firms retained by you to provide computer consulting services, are independent of FocalPointK12 and are not FocalPointK12's agents. FocalPointK12 is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a FocalPointK12 subcontractor on an engagement ordered under this software as a service agreement.

15. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

16. Your Data

You agree to provide any notices and obtain any consents related to your use of the services and FocalPointK12's provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

17. Restrictions on Use of the Services

You agree not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to FocalPointK12 under the agreement, FocalPointK12 reserves the right to remove or disable access to any material that violates the foregoing restrictions. FocalPointK12 shall have no liability to you in the event that FocalPointK12 takes such action. You agree to defend and indemnify FocalPointK12 against any claim arising out of a violation of your obligations under this section.

18. Services Tools

FocalPointK12 may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the services and to help resolve your FocalPointK12 service requests. The tools will not collect, report or store any of your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the service. Data collected by the tools (excluding production data) may also be used to assist in managing FocalPointK12's product and service portfolio and for license management. You agree that (a) except as set forth in the following paragraph, you may not access or use the tools, and (b) you will not use or restore the tools from any tape backup at any time following termination of the agreement.

If FocalPointK12 provides you with access to or use of any tools in connection with the services, your right to use such tools is governed by the license terms that FocalPointK12 specifies for such tools; however, if FocalPointK12 does not specify license terms for such tools, you shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate your administration and monitoring of your services environment, subject to the terms of the agreement. Any such tools are provided by FocalPointK12 on an "as is" basis and FocalPointK12 does not provide technical support or offer any warranties for such tools. Your right to use such tools will terminate upon the earlier of FocalPointK12's notice (which may be through posting on

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FocalPointK12's support site), the end of the services term, or the date that the license to use such tools ends under the license terms specified for such tools.

19. Statistical Information
FocalPointK12 may compile statistical information related to the utilization and performance of the services, and may make such information publicly available, provided that such information does not incorporate your personally identifiable information or include your company's name. FocalPointK12 retains all intellectual property rights in such information.

20. Third Party Web Sites, Content, Products and Services
The services may enable you to add links to Web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. FocalPointK12 is not responsible for any third party Web sites or third party content provided on or through the services and you bear all risks associated with the access and use of such Web sites and third party content, products and services.

21. Customer Reference
You agree (i) that FocalPointK12 may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by FocalPointK12 on FocalPointK12.com for promotional purposes.

Black Oak Mine Unified School District		**FocalPointK12, Inc.**	
Signature	_____	**Signature**	_____
Name	_____	**Name**	_____
Title	_____	**Title**	_____
Signature Date	_____	**Signature Date**	_____
Effective Date:	**July 1, 2018**	**(to be completed by FocalPointK12)**	

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BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.11 Certificated Personnel Action

MEETING DATE: May 24, 2018

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

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to employ Terri Courtwright as a 1.0 FTE English teacher at Golden Sierra Junior Senior High School for the 2018-19 school year.

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

CERTIFICATED/ADMINISTRATOR PERSONNEL ACTION

Certificated Employment 2018-19

Terri Courtwright, 1.0 English Teacher – Terri has been teaching English for 19 years in the Azusa Unified School District.

sk/board/Certificated Employment

MINUTES OF A REGULAR MEETING
OF THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
April 12, 2018

CALL TO ORDER

The Regular Meeting of the Board of Trustees was called to order by President Bill Drescher at 5:30 P.M. at 6540 Wentworth Springs Road, Georgetown.

Present: President Bill Drescher, Clerk Darcy Knight, Vice President Joe Scroggins, Trustee Jeff Burch, Trustee Ronnie Ebitson, and Superintendent Jeremy Meyers

CLOSED SESSION COMMENTS

None

CLOSED SESSION

After announcing the topics in Open Session, the Board met in Closed Session and discussed:
3.1 Confidential Student Matter-Interdistrict Appeal Hearing Students #015-18
3.2 Confidential Student Matter-Interdistrict Appeal Hearing Students #016-18 & #017-18
3.3 Confidential Student Matter-Interdistrict Appeal Hearing Students #018-18 & #019-18
3.4 Confidential Student Matter-Interdistrict Appeal Hearing Students #020-18, #021-18, & #022-18
3.5 Confidential Student Matter-Expulsion Student #02-18
3.6 Confidential Student Matter-Expulsion Student #03-18
3.7 Confidential Student Matter-Expulsion Student #04-18
3.8 Confidential Student Matter-Expulsion Student #05-18
3.9 Resolution #2018-08 Final Layoff Notice for Reduction in Certificated Staff due to Reduction or Elimination of Particular Kinds of Service for the 2018-19 School Year
3.10 Job Description – Health Aide
3.11 Early Mental Health Salary Schedule
3.12 Personnel Matter – ARCS Action Item
3.13 Conferenced with Labor Negotiators, Superintendent Jeremy Meyers Superintendent, and Personnel Services Coordinator Shelly King regarding Labor Negotiations with the Black Oak Mine Teachers Association and the California School Employees Association, Gold Chain Chapter #660
3.12 Superintendent's Evaluation

OPEN SESSION

The Open Session of the Board reconvened at 7:12 P.M.
Present: Board members, Members of the audience (including staff/community)

DISCLOSURE OF ACTION TAKEN, IF ANY, IN CLOSED SESSION

3.1 It was moved by Darcy Knight and seconded by Joe Scroggins to overturn the Interdistrict Transfer denial for Student #015-18
Vote 4-1 Drescher N Burch Y Knight Y Scroggins N Ebitson Y
3.2 It was moved by Ronnie Ebitson, seconded by Darcy Knight and carried unanimously to overturn the Interdistrict Transfer denial for Students #016-18 & #017-18.
Vote 5-0 Burch Y Knight Y Scroggins Y Drescher Y Ebitson Y
3.3 It was moved by Jeff Burch, seconded by Joe Scroggins and carried unanimously to uphold the Interdistrict Transfer denial for Students #018-18 & #019-18.
Vote 5-0 Drescher Y Burch Y Knight Y Scroggins Y Ebitson Y
3.4 It was moved by Ronnie Ebitson and seconded by Jeff Burch to overturn the Interdistrict Transfer denial for Students #020-18, #021-18, & #022-18
Vote 4-1 Burch Y Knight Y Scroggins Y Drescher N Ebitson Y
3.5 It was moved by Jeff Burch, seconded by Darcy Knight, and carried unanimously to approve the Expulsion for student #02-18.
Vote 5-0 Burch Y Knight Y Scroggins Y Drescher Y Ebitson Y
3.6 It was moved by Jeff Burch, seconded by Ronnie Ebitson, and carried unanimously to approve the Expulsion for student #03-18
Vote 5-0 Burch Y Knight Y Scroggins Y Drescher Y Ebitson Y
3.7 It was moved by Darcy Knight, seconded by Ronnie Ebitson, and carried unanimously to approve the Expulsion for student #04-18
Vote 5-0 Burch Y Knight Y Scroggins Y Drescher Y Ebitson Y

3.8 Confidential Student Matter – Stipulated Expulsion Student #05-18
For discussion only – nothing to report out
3.9 It was moved by Darcy Knight, seconded by Jeff Burch, and carried unanimously to approve Resolution #2018-08 Final Layoff Notice for Reduction in Certificated Staff due to Reduction or Elimination of Particular Kinds of Service for the 2018-19 School Year
Vote 5-0 Burch Y Knight Y Scroggins Y Drescher Y Ebitson Y
3.10 Job Description – Health Aide
Voted on in Consent – item 19.1
3.11 Early Mental Health Salary Schedule
Voted on in Consent – item 19.2
3.12 Personnel Matter – ARCS Action Item
For discussion only – nothing to report out
3.13 Conferenced with Labor Negotiators, Superintendent Jeremy Meyers Superintendent, and Personnel Services Coordinator Shelly King regarding Labor Negotiations with the Black Oak Mine Teachers Association and the California School Employees Association, Gold Chain Chapter #660 – ongoing
3.12 Superintendent's Evaluation – No action

PLEDGE OF ALLEGIANCE

The pledge was led by Ronnie Ebitson

ADOPTION OF THE AGENDA
ACTION M-18-26

It was moved by Joe Scroggins, seconded by Jeff Burch, and carried unanimously to adopt the agenda.
Vote 5-0 Burch Y Knight Y Scroggins Y Drescher Y Ebitson Y

EXCELLENCE IN EDUCATION

Moved to next meeting in May

COMMUNICATIONS
Written Communications

None

Oral Communications

Elizabeth Haines presented information on the passing of Paul Mello, past principal and superintendent. A celebration of life will be held at the Georgetown Amphitheater and a fund for the Nature Area is set up for donations.
Carolyn Barla with Drug Free Divide gave a report on the local Rotary opportunities for the youth, the community service the Interact Club at GSJSH has been involved with, and the two summer Leadership camps for 8th and 11th grades.

STUDENT REPORT

McKayla Susic, Student Rep., gave a report on activities happening at the sites.

B.O.M.T.A REPORT

Black Oak Mine Teachers Association Representative was absent.

C.S.E.A. REPORT

California School Employees Association Representative, Michelle Sasse, gave a report to the Board of Trustees.

FMOT REPORT

Mark Koontz, Director of Facilities, Maintenance, Operations, and Transportation, gave a report to the Board of Trustees highlighting the Prop 39 work complete over Spring Break at American River Charter School.

CBO REPORT

Chief Business Officer, Patricia Kowalski, gave a report to the Board of Trustees.

ADMINISTRATORS REPORT

Site Administrators Wendy Westsmith and Sally Dyck gave site reports to the Board of Trustees.

SUPERINTENDENT'S REPORT

Superintendent Jeremy Meyers gave a report.

INFORMATION & DISCUSSION
Report on Board Study Sessions

Superintendent Jeremy Meyers gave a report to the Board of Trustees on the Board Study Session follow up

Williams Complaint Policy Quarterly Report	As required by Education Code 35186, the quarterly report of complaints received pursuant to the Williams Uniform Complaint Procedures is provided for information to the Board of Trustees.
NEW BUSINESS Special Board Meeting Minutes ACTION M-18-27	It was moved by Joe Scroggins, seconded by Ronnie Ebitson, and carried unanimously to approve the minutes from the Special Meeting of the Board Study Session on March 21, 2018 Vote: 5 to 0 Knight Y Scroggins Y Burch Y Drescher Y Ebitson Y
Special Board Meeting Minutes ACTION M-18-28 Knight absent	It was moved by Jeff Burch and seconded by Joe Scroggins to approve the minutes for the Special Board Meeting on March 22, 2018. Vote 4-1 Burch Y Knight A Scroggins Y Drescher A Ebitson Y
CONSENT AGENDA ACTION M-18-29	It was moved by Darcy Knight, seconded by Joe Scroggins, and carried unanimously to approve the consent agenda. Vote 5- 0 Burch Y Knight Y Scroggins Y Drescher Y Ebitson Y
Health Aide Job Description	Approved the job description for the Health Aide
Early Mental Health – Non Bargaining Unit Salary Schedules	Approved the Early Mental Health – Non Bargaining Unit Salary Schedules
CSBA Board Policies Second Reading and Adoption	Adopted the CSBA Board Policies
Board Meeting Minutes	Approved the minutes from the Regular Board Meeting on March 8, 2018
Purchase Orders, Warrants, Bids and Quotes	Approved the Purchase orders, warrants, bids and quotes for the 2017-18 fiscal year Batch Numbers 8057-8065 dated March 5, 2018 to March 27, 2018 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund for a total of $436,865.68.
Gifts	Accepted the gifts donated to Black Oak Mine Unified School District.
Field Trip	Approved the overnight Field Trips.
REPORTS OF THE BOARD	The Board reported
FUTURE MEETINGS	Board Study Session, Tuesday, April 24, 2018 at the District Office at 6:00 P.M. Regular Meeting, Thursday, May 17, 2018 at the District Office at 7:00 P.M.
CLOSED SESSION	None
ADJOURNMENT	The meeting was adjourned at 8:37 P.M.

Respectfully submitted,

Jeremy Meyers Secretary of the Board	Jeff Burch President of the Board	Date

MINUTES OF A BOARD STUDY SESSION MEETING OF THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

April 24, 2018

CALL TO ORDER	The Board Study Session Meeting of the Board of Trustees was called to order by Board Vice President Joe Scroggins at 6:00 P.M. at the District Office, Georgetown, CA Present: Vice President Joe Scroggins, Clerk Darcy Knight, Trustee Jeff Burch, Trustee Ronnie Ebitson, and Superintendent Jeremy Meyers. President Bill Drescher joined late
OPEN SESSION	The meeting was called to order at 6:00 P.M.
PLEDGE OF ALLEGIANCE	The pledge allegiance was led by Mark Koontz
ADOPTION OF THE AGENDA ACTION M-18-30	It was moved by Jeff Burch and seconded by Ronnie Ebitson to approve the adoption of the agenda. Vote 4 to 0 Burch Y Knight Y Scroggins Y Drescher Absent Ebitson Y
COMMUNICATIONS	None
NEW BUSINESS	None
INFORMATION AND DISCUSSION Discussion and update on planning for the 2018-19 School Year	Site Administrators gave an update on the upcoming changes for the school sites. Press releases will go out to local and county newspapers. Discussion on effective marketing for the schools took place.
ADJOURNMENT	The meeting was adjourned at 7:27 P.M.

Respectfully submitted,

Jeremy Meyers, Superintendent	Bill Drescher President of the Board	Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.14 Purchase Orders, Warrants, Bids and Quotes

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that 2017-18 fiscal year Batch numbers 8066-8072 dated April 2, 2018 to April 24, 2018 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund, for a total of $360,285.50 be approved.

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

Fund Name and Number	Amount
General Fund 01	$294,774.81
Charter School Fund 09	$16,593.28
Cafeteria Fund 13	$13,381.22
Enterprise Fund 63	$35,309.24
Fund 75	$226.95
Total	$360,285.50

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.15 Gifts

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the gift(s) donated be accepted.

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

1) Kelsey Neighborly Circle donated $400 to Georgetown school to be used for Sixth Grade Camp.

2) Jedadiah Wickers donated $300 to Georgetown School to be used for Georgetown School Students.

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(s).

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

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

Request for Board Acceptance of Gift

To:	Jeremy Meyers, Superintendent
From:	Wendy Westsmith, Principal WW
Re:	Request for Board Acceptance of Gift
Date:	04/03/2018
Description of Gift:	Items for Student Recognition
Donor Estimated Value:	$300.00
Donated By:	Jedadiah Wickers
Mailing Address:	2040 Sliger Mine Road Greenwood, CA 95635
Donor Requests Gift To Be Used At/For:	Donation to Georgetown School to be for Georgetown School students.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

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

Request for Board Acceptance of Gift

To:	Jeremy Meyers, Superintendent
From:	Wendy Westsmith, Principal
Re:	Request for Board Acceptance of Gift
Date:	April 27, 2018
Description of Gift:	Check donation
Donor Estimated Value:	$ 400.00
Donated By:	Kelsey Neighborly Circle
Mailing Address:	9461 Hwy 193, Sp.3 Kelsey, CA 95667 Att: Sylvia Coleman
Donor Requests Gift To Be Used At/For:	Donation is for Sixth Grade Camp

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.16 Gifts-Rhonda Phillips Scholarship Fund

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the gifts donated to the Rhonda Phillips Scholarship Fund.

BACKGROUND: The following gifts were donated to the District for the Rhonda Phillips Scholarship Fund:

GoFundMe	$4,612.87
Mary Linbarger	$100.00
Sherry & Ricky Phillips	$600.00
Avak & Barbara Howsepian	$200.00
Judith & Steven Smith	$50.00
Patrick & Kimberly Floyd	$100.00
Characters Saloon	$200.00
Elizabeth Ketelle & David Publicover	$100.00
John & Kay Trapp	$100.00
Michael & Wendy Appleby	$50.00
Gary & Julie Phillips	$200.00
James & Lynn Schardt	$50.00
Dustin Nicholas & Andrea Phillips	$50.00
Jacobsen & McElroy	$250.00
Elvin & Windy Royall	$200.00
Betty Furr	$200.00
Tom Gilchrist	$250.00
The Work Force Company	$200.00

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. A GoFundMe account has been set up for donors to go online and donate to the Rhonda Phillips Scholarship Fund. A letter of appreciation will be sent to the donor(s).

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.17 Gifts-Paul Mello Fund

MEETING DATE: May 24, 2018

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the gifts donated to the Paul Mello Fund.

BACKGROUND: The following gifts were donated to the District for the Paul Mello Fund:

John McDonald	$50.00
Ralph Dannaker	$50.00
Patricia Graybill	$100.00
Kirby & Linda Schwinck	$25.00
Shelly Elkan	$100.00
Patricia Kovach	$100.00
Thelma & Kurt Baron	$100.00
Susan Raty	$100.00

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. An account has been set up through the District Office for a fund in memory of Paul Mello. Members of the community have donated money to the Paul Mello Fund which are to be used towards the Georgetown Nature Area. A letter of appreciation will be sent to the donor(s).

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

Jeremy Meyers, Superintendent
6540 Wentworth Springs Road
Georgetown, CA 95634
(530) 333-8300
Fax: (530) 333-8303
Website: bomusd.org

Request for Board Acceptance of Gift

To:	Board of Trustees
From:	Jeremy Meyers
Re:	Request for Board Acceptance of Gift
Date:	May 7, 2018
Description of Gift:	Paul Mello Fund for the Georgetown Nature Area
Donor Estimated Value:	Shelly Elkan $100.00 Pat Kovach $100.00 Thelma & Kurt Brown $100.00 Kirby & Linda Schwomer $25.00 John McDonald $50.00
Donated By:	Ralph Dannaker $50.00 Patricia Graybill $100.00 Susan Ratz $100.00
Mailing Address:	
Donor Requests Gift To Be Used At/For:	Nature Area