



BLACK OAK MINE

UNIFIED SCHOOL DISTRICT

Committed to Educational Excellence

January 10, 2019

MEETING OF THE BOARD OF TRUSTEES

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

Superintendent
Jeremy Meyers

Board of Trustees
Bill Drescher
Darcy Knight
Ronnie Ebitson
Joe Scroggins .
Jeff Burch

Student Representative to the Board
Alexis Flint

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: January 10, 2019
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 - OPEN SESSION - 6:00 P.M.
- 2.0 PUBLIC COMMENT ON CLOSED SESSION AGENDA
- 3.0 CLOSED SESSION TOPICS
The Board of Trustees will review matters pertaining to the following topics as necessary and will announce in public prior to going into Closed Session which topics will be considered in that Closed Session.
 - 3.1 Confidential Student Matter-Interdistrict appeal hearing - Student #001-19
 - 3.2 Short-Term Employment - **Vote on in Open Session**
 - 3.3 Classified Personnel Employment - **Vote on in Open Session**
 - 3.4 Certificated Reduced Workload/Job Sharing - **Vote on in Open Session**
 - 3.5 Conference with Jeremy Meyers and Shelly King, District Labor Negotiators, Regarding Labor Negotiations with the Black Oak Mine Teachers Association and the California School Employees Association, Gold Chain Chapter #660
 - 3.6 Superintendent's Evaluation
- 4.0 OPEN SESSION - 7:00 P.M.
The Board of Trustees will reconvene in open session.
- 5.0 DISCLOSURE OF ACTION TAKEN, IF ANY, IN CLOSED SESSION
- 6.0 PLEDGE OF ALLEGIANCE

7.0 ADOPTION OF THE AGENDA

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

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

M _____ S _____ V _____

8.0 COMMUNICATIONS – 7:05 P.M.

- 8.1 Public Hearing – Initial Collective Bargaining Proposal of the Black Oak Mine Teachers Association with the Black Oak Mine Unified School District for the 2019-20 school year (Page 1)
- 8.2 Written Communications
- 8.3 Oral Communications – Members of the public may address the Board on any items of interest to the public that are within the subject matter jurisdiction of the Board, but are not on the agenda or are on the consent agenda. Each person who addresses the Board must first be recognized by the presiding officer and then give his/her name. Comments must be directed to the Board as a whole and not to individual members or District employees. Individual speakers will be allowed three (3) minutes to address the Board. However, the Board shall not act upon, respond to, or comment on the merits of any item presented during the Oral Communications, although the Board may ask clarifying questions of the presenter or refer the presenter to a District procedure if appropriate. (Government Code Sections 54954.2 and 54954.3) This is also the time to address any items on the consent agenda.

9.0 EXCELLENCE IN EDUCATION – 7:15 P.M.

10.0 BLACK OAK MINE TEACHERS ASSOCIATION REPORT – 7:20 P.M.

11.0 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REPORT – 7:25 P.M.

12.0 STUDENT REPRESENTATIVE TO THE BOARD REPORT – 7:30 P.M.

13.0 FACILITIES, MAINTENANCE, OPERATIONS, & TRANSPORTATION REPORT – 7:35 P.M.

14.0 SITE ADMINISTRATORS REPORTS – 7:40 P.M.

15.0 SUPERINTENDENT'S REPORT – 7:50 P.M.

16.0 INFORMATION AND DISCUSSION – 7:55 P.M.

16.1 2019-20 Budget Assumptions (Pages 3-8)

EXPLANATION: The Budget Assumptions are based upon the most current guidance from CDE, District input and prior year trends as well as external sources (such as SSC, EDCOE) when appropriate. These assumptions will be updated as the Governor's 2018-19 Budget Proposal is known later in January and updated as more information is published.

16.2 CSBA Board Policy Updates (Pages 9-39)

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

16.3 Assessment Report – California State Dashboard Assessment Report #1 (Page 41)

EXPLANATION: Introduction to the new Educational Accountability Dashboard

16.4 Williams Complaint Policy Quarterly Report (Pages 43-44)

EXPLANATION: As required by Education Code 35186, the quarterly report of complaints received pursuant to the Williams Uniform Complaint Procedures is provided for the information of the Board of Trustees.

16.5 Initial Collective Bargaining Proposal of the Black Oak Mine Teachers Association with the Black Oak Mine Unified School District for 2019-20 school year (Pages 45-46)

EXPLANATION: As required by Government Code Section 3547 prior to engaging in collective bargaining, initial proposals of both the employee organizations and the District must be made public. As well, it is required that the public have an opportunity to express itself regarding the proposals.

17.0 NEW BUSINESS – 8:20 P.M.

17.1 2019-20 Budget Guidelines (Pages 47-49)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the 2019-20 Budget Guidelines.

M _____ S _____ V _____

17.2 2019-20 Budget Calendar (Pages 51-52)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the 2019-20 Budget Calendar.

M _____ S _____ V _____

17.3 2017-18 District Audit Report (Page 53)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the 2017-18 District Audit Report.

M _____ S _____ V _____

17.4 2017-18 Bond Audit Report (Page 55)

RECOMMENDATION: It is recommended that the Board of Trustees consider approving the 2017-18 Bond Audit Report.

M _____ S _____ V _____

17.5 2018-19 Technology Initiative Lease and Purchase Program (Pages 57-65)

RECOMMENDATION: It is recommended that the Board of Trustees approve the 2018-19 Technology Initiative Lease and Purchase Program.

M _____ S _____ V _____

17.6 Facilities Master Plan Contract (Pages 67-77)

RECOMMENATION: It is recommended that the Board of Trustees approve the Contract for Facilities Master Plan Services with JK Architecture Engineering.

M _____ S _____ V _____

17.7 District Instructional Calendar for the 2019-20 School Year (Pages 79-80)

RECOMMENATION: It is recommended that the Board of Trustees approve the District Instructional Calendar for the 2019-20 school year.

M _____ S _____ V _____

17.8 Board Meeting Minutes (Pages 81-84)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the minutes for the Board Meeting on December 13, 2018.

M _____ S _____ V _____

17.9 Special Board Meeting Minutes (Page 85)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to approve the minutes for the Special Board Meeting on December 20, 2018.

M _____ S _____ V _____

18.0 OLD BUSINESS - 8:50 P.M.

18.1 Governance Calendar (Pages 87-89)

RECOMMENDATION: It is recommended that the Board of Trustees adopt the Governance Calendar.

M _____ S _____ V _____

19.0 CONSENT AGENDA - 9:00 P.M.

M _____ S _____ V _____

19.1 Architectural Services Contract (Page 91)

RECOMMENDATION: It is recommended that the Board of Trustees approve the

contract for Architectural Services with JK Architecture Engineering.

19.2 Facility Funding Consulting Contract (Pages 93-110)

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract for Facilities Funding Consulting with Jack Schreder and Associates.

19.3 Developer Fee Justification Study Contract (Pages 111-130)

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract to complete a Developer Fee Justification Study with Jack Schreder and Associates.

19.4 Ray Morgan and Canon Copier and Print Maintenance Lease Agreement (Pages 131-135)

RECOMMENDATION: It is recommended that the Board of Trustees approve the lease contract for Copiers and Print Maintenance with Ray Morgan Company and Canon Copiers.

19.5 Tentative Agreement between Black Oak Mine Unified School District and the California School Employees Association regarding AB 1808 (Pages 137-140)

RECOMMENDATION: It is recommended that the Board of Trustees approve the Tentative Agreement between the Black Oak Mine Unified School District and the California School Employees Association and its Gold Chain Chapter No. 660 regarding AB 1808.

19.6 Portable Dental Clinic MOU with El Dorado County Office Of Education and El Dorado County Community Health Center (Pages 141-145)

RECOMMENDATION: It is recommended that the Board of Trustees approve the Portable Dental Clinic Memorandum of Understanding with the El Dorado County Office of Education and the El Dorado County Community Health Center.

19.7 Short-Term Employment (Pages 147-148)

RECOMMENDATION: It is recommended that the short-term employment action to employ coaching personnel be approved as submitted.

19.8 Classified Personnel Action (Pages 149-150)

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to employ Elvira Martinez as a 2 Hour Cafeteria Assistant for the Black Oak Mine Unified School District for the 2018-19 school year.

19.9 Certificated Reduced Workload/Job Sharing (Page 151)

RECOMMENDATION: It is recommended that the Board of Trustees approve the request for .5 FTE certificated leave through the Reduced Workload Program and another request for .5 FTE certificated leave through Job-Sharing effective June 8, 2019.

19.10 Purchase Orders, Warrants, Bids and Quotes (Page 153)

RECOMMENDATION: It is recommended that 2018-19 fiscal year Batch numbers 0037-0042 dated December 4, 2018 to December 26, 2018 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund, for a total of \$192,361.97 be approved.

19.11 Gifts (Pages 155-157)

RECOMMENDATION: It is recommended that the gifts donated be accepted.

20.0 REPORTS OF THE BOARD OF TRUSTEES - 9:25 P.M.

21.0 FUTURE BOARD MEETINGS

Special Meeting of the Board, Thursday, January 24, 2019 - American River Charter School at 6:00 P.M.

Special Meeting of the Board, Thursday, January 31, 2019 - Northside STEAM School at 6:00 P.M.

Regular Meeting of the Board, Thursday, February 14, 2019 - District Office 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

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

PUBLIC HEARING

**THE INITIAL COLLECTIVE BARGAINING
PROPOSAL OF
THE BLACK OAK MINE TEACHERS
ASSOCIATION WITH THE BLACK OAK MINE
UNIFIED SCHOOL DISTRICT FOR THE 2019-20
SCHOOL YEAR**

January 10, 2019

7:00 P.M.

**DISTRICT OFFICE – BOARD ROOM
6540 WENTWORTH SPRINGS ROAD, GEORGETOWN, CA 95634**

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.1 2019-20 Budget Assumptions

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

EXPLANATION: The Budget Assumptions are based upon the most current guidance from CDE, District input and prior year trends as well as external sources (such as SSC, EDCOE) when appropriate. These assumptions will be updated as the Governor's 2019-20 Budget Proposal is known later in January and updated as more information is published.

BACKGROUND: In keeping with the 2019-20 Budget Calendar timelines, the District's Chief Business Official, Sid Albaugh, developed a draft of the 2019-20 Budget Assumptions.

SSC School District and Charter School Financial Projection Dartboard 2018-19 Adopted State Budget

This version of SSC's Financial Projection Dartboard is based on the 2018-19 adopted State Budget. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF GRADESPAN FACTORS				
Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2017-18 Base Grants	\$7,193	\$7,301	\$7,518	\$8,712
COLA at 3.70%	\$266	\$270	\$278	\$322
2018-19 Base Grants	\$7,459	\$7,571	\$7,796	\$9,034

Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2018-19 Base Grants	\$7,459	\$7,571	\$7,796	\$9,034
Grade Span Adjustment Factors	10.4%	-	-	2.6%
Grade Span Adjustment Amounts	\$776	-	-	\$235
2018-19 Adjusted Base Grants	\$8,235	\$7,571	\$7,796	\$9,269
Supplemental Grants (% Adj. Base)	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%
Concentration Grant Threshold	55%	55%	55%	55%

LCFF FUNDING FACTORS					
Factors	2017-18	2018-19	2019-20	2020-21	2021-22
SSC Gap Funding Percentage	42.97%	100.00%	-	-	-
Department of Finance Gap Funding Percentage	42.97%	100.00%	-	-	-
Gap Funding Percentage (as of May Revise)	43.97%	100.00%	-	-	-
COLA ¹	1.56%	3.70% ²	2.57%	2.67%	3.42%

OTHER PLANNING FACTORS						
Factors		2017-18	2018-19	2019-20	2020-21	2021-22
COLA on state and local share ³		1.56%	2.71%	2.57%	2.67%	3.42%
California CPI		3.40%	3.66%	3.50%	3.23%	2.94%
California Lottery	Unrestricted per ADA	\$153	\$151	\$151	\$151	\$151
	Restricted per ADA	\$55	\$53	\$53	\$53	\$53
Mandate Block Grant (District)	Grades K-8 per ADA	\$30.34	\$31.16	\$31.96	\$32.81	\$33.93
	Grades 9-12 per ADA	\$58.25	\$59.83	\$61.37	\$63.01	\$65.16
Mandate Block Grant (Charter)	Grades K-8 per ADA	\$15.90	\$16.33	\$16.75	\$17.20	\$17.79
	Grades 9-12 per ADA	\$44.04	\$45.23	\$46.39	\$47.63	\$49.26
One-Time Discretionary Funds per ADA		\$147	\$184	-	-	-
Interest Rate for Ten-Year Treasuries		2.58%	3.17%	3.38%	3.50%	3.40%
CalPERS Employer Rate (projected) ⁴		15.531%	18.062%	20.8%	23.5%	24.6%
CalSTRS Employer Rate (statutory)		14.43%	16.28%	18.13%	19.10%	18.60%

RESERVES	
State Reserve Requirement	District ADA Range
The greater of 5% or \$67,000	0 to 300
The greater of 4% or \$67,000	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and higher

¹Target for LCFF is projected to be achieved in the 2018-19 fiscal year, therefore, any growth in LCFF revenues in future years will be attributable to the application of the COLA to the base grant

²Includes statutory COLA of 2.71% plus an augmentation of 0.99% represented by an additional \$570 million for school districts and charter schools. County offices of education receive only the statutory COLA.

³Includes Special Education, Child Nutrition, Foster Youth, American Indian Education Centers/American Indian Early Childhood Education, and Mandate Block Grant

⁴Rate is final for 2017-18 and 2018-19 fiscal years

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
2019-20 BUDGET ASSUMPTIONS
(as of January 11, 2019)

PURPOSE:

The purpose of this set of budget assumptions is to assist the District in developing the 2019-20 Budget. The Local Control Funding Formula is now fully implemented and is intended to provide a simple, transparent funding mechanism that allows school districts maximum flexibility in allocating resources to meet local needs.

The assumptions listed below are based upon the most current guidance from CDE, District input and prior year trends as well as external sources (such as SSC, EDCOE) when appropriate. These assumptions will be updated as the Governor's 2019-20 Budget Proposal is known later in January and as more information is published.

OVERALL ASSUMPTIONS FOR BUDGET:

1. 2018-19 estimated CBEDS enrollment is 1,046, no decrease of students from the prior year CBEDS.
2. Declining enrollment in 2019-20 is projected, therefore, LCFF ADA will be based on 2018-19 ADA of 992.8 at P-1.
3. The number of schools operated by the District in 2018-19 is six (6): Golden Sierra Junior Senior High School, Divide High School, Georgetown School, Northside School, Otter Creek School and American River Charter School.
4. Assumptions for charter school budget are not included in this document.
5. Both site budget and staffing allocations will be by formulas as follows:

5.1 Site budget formula:

K-5 =	\$37.91 / Student
6-8 =	\$51.44 / Student
9-12 =	\$72.43 / Student
Independent Study =	Per grade level formula above
Athletic Supplies - 6-8 =	\$4.75/Student
GSHS Athletic Supplies/Equip Refurb =	\$5,700
Athletic Officials GSJSHS (7-12) =	\$25,500
K-12 Discretionary Budget =	\$25/Student

5.2 Staffing formula guidelines: (Does not include Special Education)

K-3 =	24/1
4-6 =	33/1
7-12 =	35/1
Divide High =	25/1
Otter Creek =	24/1
Ind. Study =	26/1
ROP =	18/1

REVENUE ASSUMPTIONS:

1. The District projected LCFF amount is based on most recent School Services Fiscal Dashboard projection, the EDCOE LCFF Calculator and from the Department of Finance.
2. Forest Reserve revenue will not be included in budget until funding is re-authorized.
3. Special Education will be funded outside of the LCFF. Current estimates for 2019-20 are at the same levels as the prior year
4. Funding projections for continuing Federal categorical programs are included in the budget as the same levels as prior year funding.
5. Unrestricted Lottery revenue is currently estimated at the prior year rate. The restricted Proposition 20 Lottery revenue is estimated at the prior year rate.
6. Categorical program carryover funds that remain are considered restricted and will continue to be included as either deferred revenue or as part of the restricted ending balance, depending on the definition of the resource.
7. Deferred Maintenance funding has been rolled into the LCFF. Per BOT Resolution # 2013-18, for 2019-20 these funds will be transferred to fund 14 for use for deferred maintenance projects.
8. Home to School Transportation funding was also rolled into the LCFF and now received and required to be spent as Unrestricted. Despite this requirement, districts are required to meet a Maintenance of Effort, to at least spend what we received from the state in 2012-13 on the Home to School Program. Since revenue for this program is received with LCFF, this will show as an expense to the General Fund Unrestricted account.
9. Facility Use Fee Schedule has been approved by the board. The estimate fees are budgeted at \$15,000.
10. The District will participate in the Mandate Block Grant which is based on average daily attendance (ADA) using prior year ADA for Grades K-8 and Grades 9-12.
11. The new GASB 68 reporting requirements necessitate changes to recognize in their governmental funds the state's contribution to CalSTRS on behalf of its employees. The budget now recognizes the revenue and expense of these on-behalf payments.
12. Reimbursement for Medi-Cal Administrative Activities has not been included in the budget. Due to the unpredictability of reimbursement, we will budget as the checks are received.
13. LEA Medi-Cal Billing has been estimated at \$10k. If additional reimbursements are received, they will be included in the budget.
14. The Career Technical Education Incentive Grant will not be budgeted and is waiting for re-authorization.
15. The Primary Intervention Program (PIP) Grant from El Dorado County, under the Mental Health Services Act Plan (Health and Human Services Agency) has been renewed until the end of 2018-19.

16. Proposition 39 funding is based on prior year P-2 ADA and a district's Free Reduced Price Meal (FRPM) student count.
17. The Drug Free Communities (DFD) grant has been approved for another five years. The five year Drug Free Community Grant is from October 2014 to September 2019.
18. CSROP funding has been rolled into the LCFF. The district remains a participant in the CSROP JPA. The funding transferred to the CSROP JPA from the General Fund for CSROP programs is currently estimated at about \$15,000.

EXPENDITURE ASSUMPTIONS:

1. Step increases are reflected for those certificated, classified, confidential, and administrative employees who qualify for movement based upon their longevity with the District. The estimated certificated amount for 2019-20 is currently estimated at about \$108,000. The classified amount for 2019-20 is currently estimated at about \$39,000.
2. Costs resulting from a paid leave of absence will be budgeted under the corresponding funding source. Funding for retirement compensation will be allocated according to GASB 45 requirements.
3. Column increases will be budgeted for those certificated employees who have indicated completion of the required number of units. The amount for 2019-20 is currently estimated at \$30,000.
4. For most categorically funded programs, the positions allocated will reflect the funding available. Though the district will strive to maintain positions at the minimum level needed, programs such as Special Education and Home to School Transportation will require a contribution from the unrestricted budget.

5. Benefits:

5.1 The rates below reflect the 2019-20 rates included in budget

<u>Certificated Employees</u>		<u>Classified Employees</u>	
STRS -	18.13%	PERS -	20.8%
Medicare -	1.45%	Medicare -	1.45%
Unemployment -	0.05%	Unemployment -	0.05%
Workers Comp -	<u>2.02%</u>	Workers Comp -	2.02%
Total Fixed Benefits -	21.65%	OASDI -	<u>6.20%</u>
		Total Fixed Benefits -	30.52%

5.2 Health insurance premium cap amounts for 2016-17 are incorporated in the budget.

6. Utility costs are projected at prior year levels plus 5% for rate increases.
7. Fuel costs are projected based upon market rates and historic analysis of gallons used and cost per gallon in prior years.
8. The annual contract for services with the El Dorado County Office of Education currently estimated at about \$110,000 for 2019-20.
9. Inter-program indirect costs will be calculated at the maximum allowable rate per program. The current estimated District indirect cost rate for 2019-20 is 6.15%.
10. The established reserve for Economic Uncertainties (EUR) is maintained at 4.0%, meeting the state required minimum and Board required minimum.
11. In order to change the district financial status from "Qualified" to "Positive", the district will need to implement reductions in the amounts discussed in the Multi Year Projections narrative assumptions.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.2 CSBA Board Policy and Bylaw Updates/Revisions

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent

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

BACKGROUND: BP 0415 Equity - New policy addresses the district's recognition and response to the unique barriers facing historically underserved and underrepresented student populations. Policy expresses the district's intent to proactively identify class and cultural biases as well as practices that impede equal access to opportunities for all students. Policy also presents examples of strategies to promote equity in district programs and activities.

BP 1020 Youth Services - Policy **deleted** and key concepts moved to BP 1400 - Relations Between Other Governmental Agencies and the Schools.

BP 1400 Relations Between Other Governmental Agencies and the Schools - Policy **revised** to delete material regarding the use of school facilities as a polling place, now addressed in BP 1330 - Use of School Facilities. Policy adds material on collaboration with local government agencies, formerly in BP 1020 - Youth Services.

BP 2210 Administrative Discretion Regarding Board Policy - Policy **updated** to add the board's expectation that the superintendent or designee will be nondiscriminatory and demonstrate a commitment to equity whenever he/she is exercising administrative authority to address a situation that is either not covered in written policies or that requires immediate action to avoid risk to student and staff safety, protect district property, or prevent disruption of school operations. Policy clarifies the superintendent's accountability for all areas of operation under his/her authority and provides that the superintendent or designee will notify the board, as appropriate, of his/her actions exercised pursuant to this policy.

BP 3312.2 Educational Travel Program Contracts - **Updated** policy clarifies the board's responsibility to approve contracts for educational travel programs and adds contract components, formerly in AR. **Regulation deleted** and key concepts moved to BP.

BP 3320 Claims and Actions Against the District - Policy and regulation **updated** to clarify the applicability of the Government Claims Act to certain claims for money or damages against the district, and to reflect NEW COURT DECISION (Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne Court) which upheld the district's right to require that a claim be submitted using district procedures before a lawsuit may be filed. Regulation also updated to expand section on "Time Limitations."

BP 3515.21 Unmanned Aircraft Systems (Drones) - **New optional policy** addresses strategies for avoiding disruption and maintaining the safety, security, and privacy of individuals when the district grants permission for a person or entity to operate an unmanned aircraft system (drone) on or over district property. Policy reflects federal regulations and Federal Aviation Administration guidance, and provides that the district shall only grant permission if the planned activity supports the district's own instructional, co-curricular, extracurricular, or operational purposes.

BP 4140/4240/4340 Bargaining Units - Policy **updated** to reflect NEW COURT DECISION (Janus v. AFSCME) which held that public employees cannot be compelled to pay mandatory "fair share service fees" to an employee organization. Policy also reflects NEW LAW (SB 866, 2018) which prohibits districts from deterring or discouraging employees or job applicants from becoming or remaining members of an employee organization and prohibits sharing the date, time, and place of new employee orientations with anyone other than employees, the exclusive representative, or a vendor contracted to provide a service for the orientation. Policy deletes material regarding the employee organization's provision of a financial report, which is required by law to be submitted to the Public Employment Relations Board rather than the district board.

BB 9310 - Board Policies - Bylaw **updated** to address alignment of board policies with the district's vision, goals, and local control and accountability plan and add the concept of proactively addressing equity and equal access in board policies. Material rearranged to emphasize that policies are not operative if in conflict with applicable federal or state law or regulations or court decisions.

Board members that have suggestions for changes should contact the District Office by January 25, 2019.

EQUITY

The Board of Trustees believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

- (cf. 0000 - Vision)*
- (cf. 0100 - Philosophy)*
- (cf. 0200 - Goals for the School District)*
- (cf. 0410 - Nondiscrimination in District Programs and Activities)*
- (cf. 5145.3 - Nondiscrimination/Harassment)*

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

- (cf. 6173 - Education for Homeless Children)*
- (cf. 6173.1 - Education for Foster Youth)*
- (cf. 6174 - Education for English Learners)*
- (cf. 6175 - Migrant Education Program)*
- (cf. 9000 - Role of the Board)*
- (cf. 9310 - Board Policies)*

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions

- (cf. 0400 - Comprehensive Plans)*
- (cf. 0460 - Local Control and Accountability Plan)*
- (cf. 6162.5 - Student Assessment)*

EQUITY (continued)

2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.

(cf. 0440 - District Technology Plan)

(cf. 3100 - Budget)

(cf. 4113 - Assignment)

(cf. 7110 - Facilities Master Plan)

3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

(cf. 6143 - Courses of Study)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6152.1 - Placement in Mathematics Courses)

4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students

(cf. 5137 - Positive School Climate)

5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

(cf. 6179 - Supplemental Instruction)

7. Promoting the employment and retention of a diverse staff that reflects the student demographics of the community

8. Providing district staff with ongoing, researched-based, professional learning and

EQUITY (continued)

professional development on culturally responsive instructional practices

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

(cf. 0500 - Accountability)

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

*Legal Reference:*EDUCATION CODE

200-262.4 Educational equity

52077 Local control and accountability plan

60040 Selection of instructional materials

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

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

2301-2414 Strengthening Career and Technical Education for the 21st Century Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

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-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX

EQUITY (continued)

Management Resources:

CSBA PUBLICATIONS

Meeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017

The School Board Role in Creating the Conditions for Student Achievement, 2017

African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016

African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016

Latino Students in California's K-12 Public Schools, 2016

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016

Climate for Achievement Governance Brief Series, 2015

Math Misplacement, 2015

CENTER FOR URBAN EDUCATION PUBLICATIONS

Protocol for Assessing Equity-Mindedness in State Policy, 2017

WEB SITES

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

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

Center for Urban Education: <http://cue.usc.edu>

Safe Schools Coalition: <http://www.casafeschools.org>

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS

The Board of Trustees [~~believes that district efforts to provide a high-quality education for students in the community can be enhanced by collaboration with other government and public agencies that are responsible for the health, safety, and well-being of children and youth.~~] recognizes that agencies at all levels of government share its concern and responsibility for the health, safety, and welfare of youth. The Board and Superintendent or designee [~~district~~] shall initiate and maintain good working relationships with representatives of these [~~local~~] agencies [~~to maximize student and family access to support services that will help students achieve to their highest potential.~~] in order to help district schools and students make use of the resources which governmental agencies can provide.

~~(cf. 0450 - Comprehensive Safety Plan)~~

~~(cf. 1020 - Youth Services)~~

~~(cf. 1330 - Use of School Facilities)~~

~~(cf. 3515.2 - Disruptions)~~

~~(cf. 3515.3 - District Police/Security Department)~~

~~(cf. 3515.5 - Sex Offender Notification)~~

~~(cf. 3516 - Emergencies and Disaster Preparedness Plan)~~

~~(cf. 5030 - Student Wellness)~~

~~[(cf. 5131.6 - Alcohol and Other Drugs)]~~

~~(cf. 5131.7 - Weapons and Dangerous Instruments)~~

~~(cf. 5141.22 - Infectious Diseases)~~

~~[(cf. 5141.32 - Health Screening for School Entry)]~~

~~(cf. 5141.4 - Child Abuse Prevention and Reporting)~~

~~(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)~~

~~(cf. 5145.12 - Search and Seizure)~~

~~(cf. 7131 - Relations with Local Agencies)~~

~~[(cf. 5141.52 - Suicide Prevention)~~

~~(cf. 5141.6 - School Health Services)~~

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

~~(cf. 5148 - Child Care and Development)~~

~~(cf. 5148.2 - Before/After School Programs)~~

~~(cf. 5148.3 - Preschool/Early Childhood Education)~~

~~(cf. 6164.2 - Guidance/Counseling Services)~~

~~(cf. 6173 - Education for Homeless Children)~~

~~(cf. 6173.1 - Education for Foster Youth)]~~

~~The district may enter into agreements with other agencies which involve the exchange of funds or reciprocal services. Such agreements shall be approved by the Board and executed in writing.~~

Elections/Voter Registration

~~If a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school~~

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

~~buildings, without cost, for the storage of voting machines and other vote tabulating devices. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)~~

~~(cf. 6111 - School Calendar)~~

~~When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to disabled persons. (Elections Code 12283)~~

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

~~The Superintendent or designee shall designate a contact person at each high school for the Secretary of State to contact in order to facilitate the distribution of voter registration forms to eligible students. The Superintendent or designee shall provide the address, phone number, and email address of each contact person to the Secretary of State. (Elections Code 2148)~~

~~To encourage students to participate in the elections process when they are eligible, the Superintendent or designee shall determine the most effective means of distributing the voter registration forms provided by the Secretary of State including, but not limited to, distributing the forms at the start of the school year, with orientation materials, at central locations, and/or with graduation materials.~~

~~(cf. 6142.3 - Civic Education)~~

[The Board shall initiate or participate in collaborative relationships with city and county elected officials to design and coordinate multi-agency programs that respond to the needs of children and families and provide more efficient use of district and community resources. To further such collaborations, the Board may establish or participate in formal structures for governance teams to regularly meet and discuss issues of mutual concern.

~~(cf. 0200 - Goals for the School District)~~

~~(cf. 9140 - Board Representatives)~~

The Superintendent and appropriate staff shall cooperate with government and public agencies in the planning and implementation of joint projects or activities within the

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

community. The Superintendent or designee may designate a coordinator to ensure effective implementation of the district's responsibilities in any such collaborative project.

In order to identify priorities for services, the Board shall encourage a periodic assessment of children's needs within the community, which may include, but not be limited to, needs based on poverty, child abuse and neglect, poor physical or mental health, substance abuse, violence, homelessness, placement in foster care, or lack of access to child care. The needs assessment should also examine the extent to which those needs are being met through existing services in the district and in the community, the costs of providing those services, and any gaps, delay, or duplication of services.

The Board shall approve the services to be offered by the district, the resources that will be allocated to support collaboration, any use of school facilities for services, and any development or joint use of facilities with other jurisdictions. All agreements with other agencies to coordinate services or share resources shall be in writing. The Board may establish joint powers agreements or memorandums of understanding, when feasible, to formalize the responsibilities and liabilities of all parties in a collaborative activity.

(cf. 1330 - Use of School Facilities)

(cf. 1330.1 - Joint Use Agreements)

(cf. 3100 - Budget)

The Superintendent or designee shall work with interagency partners to explore funding opportunities available through each agency, state and national grant programs, and/or private foundations for youth service coordination and delivery.

In order to facilitate service delivery or determination of eligibility for services, the district may share information with other appropriate agencies as long as the parent/guardian consents and the information is shared in accordance with laws pertaining to confidentiality and privacy.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5125 - Student Records)

The Board shall receive regular reports of progress toward the identified goals of the collaborative effort. The reports may include, but not be limited to, feedback from staff and families regarding service delivery, numbers of children and families served, specific indicators of conditions of children, and indicators of system efficiency and cost effectiveness.

(cf. 0500 - Accountability)

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

The Board shall communicate with the community about the district's collaborative efforts and the conditions of children within the schools. The Board may advocate for local, state, and national policies, programs, and initiatives designed to improve the conditions of children and youth.

*(cf. 1100 - Communication with the Public)
(cf. 1160 - Political Processes)
(cf. 9000 - Role of the Board)
(cf. 9322 - Agenda/Meeting Materials)]*

Legal References:

EDUCATION CODE

[8800-8807 Healthy Start support services for children]

10900-10914.5 Cooperative community recreation programs

12400 Authority to receive and expend federal funds

12405 Authority to participate in federal programs

17050 Joint use of library facilities

17051 Joint use of park and recreational facilities

32001 Fire alarms and drills

32288 Notice of safety plan

35160 Authority of governing boards

35160.1 Broad authority of school districts

48902 Notification of law enforcement agencies

48909 District attorney may give notice student drug use, sale or possession

[49073 Privacy of student records

49557.2 Sharing of information for MediCal eligibility 49075 Parent/guardian permission for release of student records]

49305 Cooperation of police and California Highway Patrol

49402 Contracts with city, county or local health departments

49403 Cooperation in control of communicable disease and immunization

51202 Instruction in personal and public health and safety

ELECTIONS CODE

2145-2148 Distribution of voter registration forms

12283 Polling places: schools

HEALTH AND SAFETY CODE

120440 Immunization records; release to local health departments

130100-130155 Early childhood development; First 5 Commission]

WELFARE AND INSTITUTIONS CODE

828 Disclosure of information minors by law enforcement agency

828.1 School district police department; disclosure of juvenile criminal records

[5850-5883 Mental Health Services Act

18961.5 Computerized database; families at risk for child abuse; sharing of information

18980-18983.8 Child Abuse Prevention Coordinating Council

18986-18986.30 Interagency Children's Services Act

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

Legal References con't.

*18986.40-18986.46 Multidisciplinary services teams
18986.50-18986.53 Integrated day care program
18987.6-18987.62 Family-based services]*

Management Resources:

[CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Healthy Children, Healthy Communities: An Action Guide for California Communities, 2006

Stretching Community Dollars: Cities, Counties and School Districts Building for the Future, 2006

YOUTH LAW CENTER PUBLICATIONS

Model Form for Consent to Exchange Confidential Information among the Members of an Interagency Collaborative, 1995]

WEB SITES

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

[California Department of Education, Learning Support: <http://www.cde.ca.gov/ls>

California Department of Public Health: <http://www.cdph.ca.gov>

California Department of Social Services: <http://www.dss.ca.gov>

California State Association of Counties: <http://www.csac.counties.org>

Children Now: <http://www.childrennow.org>

California Secretary of State: <http://www.ss.ca.gov>

California Voter Foundation: <http://www.calvoter.org>

Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>

[First 5 California: <http://www.cfc.ca.gov>

League of California Cities: <http://www.cacities.org>

Youth Law Center: <http://www.ylc.org>

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY

The Board of Trustees desires to be proactive in communicating its philosophy, priorities, and expectations for the district; clarifying the roles and responsibilities of the Board, Superintendent, and other senior administrators; and setting direction for the district through written policies. However, the Board recognizes that, in the course of operating district schools or ~~in the implement[ing]ation~~ of district programs, situations may arise which may not be addressed in written policies. **[In such situations, or when immediate action is necessary to avoid any risk to the safety or security of students, staff, or district property or to prevent disruption of school operations, the Superintendent or designee shall have the authority to act on behalf of the district in a manner that is consistent with law and Board policies.]**

(cf. 0000 – Vision)

(cf. 0100 – Philosophy)

(cf. 0200 – Goals for the School District)

[(cf. 0450 - Comprehensive Safety Plan)]

(cf. 0460 – Local Control and Accountability Plan)

(cf. 2110 - Superintendent Responsibilities and Duties)

[(cf. 2121 - Superintendent's Contract)

(cf. 3516.5 - Emergency Schedules)]

(cf. 9000 - Role of the Board)

(cf. 9310 - Board Policies)

~~In any situation in which immediate action is needed to avoid any risk to the safety or security of district students, staff, or property or disruption to student learning, the Superintendent or designee shall have the authority to act on behalf of the district.~~

As necessary, the superintendent or designee shall consult with other district staff, including the legal counsel and/or the chief business official, regarding the exercise of this authority.

[Any exercise of administrative authority shall be nondiscriminatory and demonstrate the district's commitment to equity in district programs and activities.

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

(cf. 0415 - Equity)]

~~*(cf. 0450 – Comprehensive Safety Plan)*~~

~~*(cf. 3516.5 – Emergency Schedules)*~~

[The Superintendent shall be accountable to the Board for all areas of operation under his/her authority. As appropriate,] ¶[t]he Superintendent or designee shall notify the Board as soon as practicable after he/she exercises this [the] authority [granted under this policy]. The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.

(cf. 9320 – Meeting and Notices)

(cf. 9322 – Agenda/Meeting Materials)

Legal References: Next page

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY

Legal Reference:

EDUCATION CODE

- 35010 Control of district, prescription and enforcement of rules*
- 35035 Powers and duties of superintendent*
- 35160 Authority of governing boards*
- 35161 Powers and duties; authority to delegate*
- 35163 Official actions, minutes and journal*

Management Resources:

CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, Policy Brief, November 2013

WEB SITES

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

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

EDUCATIONAL TRAVEL PROGRAM CONTRACTS

The Board of Trustees believes that field trips and other travel opportunities for students are a valuable tool in supporting classroom instruction and **[enrich students' learning about places, cultures, and events]** ~~promoting students' awareness of places and events.~~ ~~In contracting with organizations to provide~~ **[The district may contract with a qualified person, partnership, corporation, or other entity for]** educational travel services[.], **[Any such contract shall be submitted to the Board for approval and/or ratification.]** ~~the Board desires to ensure a quality educational experience and the health, safety and welfare of each student traveler.~~

~~The Superintendent or designee shall contract only with educational travel organizations which adhere to state law and exhibit safe and reputable business practices.~~

(cf. 3312 - Contracts)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall establish procedures for selecting the highest quality vendor, taking into account **[safeguards for]** student safety, quality of the **[educational]** program, and fiscal integrity.

[The Superintendent or designee shall ensure that each contract is in writing and includes all of the following: (Business and Professions Code 17554)

- 1. The travel organization's name, trade or business name, business address, business telephone number, and a 24-hour emergency contact telephone number, pager, voice mail, or other method of 24-hour communication**
- 2. A detailed description of:**
 - a. Services to be provided as part of the program**
 - b. Agreed cost for the services**
 - c. Whether or not the educational travel organization maintains insurance that supplies coverage in the event of injury to any student traveler, including the type and amount of coverage, the policy number and issuer, and the name, address, and telephone number of the person or organization able to verify coverage**
 - d. Any additional costs to students**
 - e. Any experience and/or training requirements to be met by the educational travel organization's staff who will accompany students on the educational travel program**

EDUCATIONAL TRAVEL PROGRAM CONTRACTS (continued)

- 3. The educational program being contracted for, including a copy of all materials to be provided to students**
- 4. The number of times the educational travel program or a substantially similar educational travel program has been conducted by the organization and the number of students who completed the program**
- 5. The length of time the organization has either been arranging or conducting educational travel programs, and, at the option of the organization, other travel services with substantially similar components**
- 6. The name of each owner, officer, general partner, or sole proprietor of the organization**
- 7. Whether any owner or principal of the organization has had any judgment entered against him/her, made a plea of nolo contendere, or been convicted of any criminal violation in connection with the sale of any travel services for a period of 10 years predating the contract**

Legal Reference:

EDUCATION CODE

35160 Authority of boards

35160.1 Broad authority of school districts

BUSINESS AND PROFESSIONS CODE

17540 Travel promoters

17550-17550.9 Sellers of travel

17552-17556.5 Educational travel organizations

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

CLAIMS AND ACTIONS AGAINST THE DISTRICT

The Board of Trustees desires to **[conduct]** ~~ensure that the district's operations are conducted~~ in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with **[the Government Claims Act or other applicable state or district procedures,]** ~~law, Board policy, and administrative regulation~~ as well as the district's Joint Powers Authority (JPA) agreement or **[other]** insurance coverage.

(cf. 3530 - Risk Management/Insurance)
(cf. 5143 - Insurance)

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or **[specifically]** ~~excepted by Government Code 905~~ shall be presented **[and acted upon in accordance with district-established procedures]** consistent with the manner and time limitations **[specified in the accompanying administrative regulation,]** ~~in the Government Claims Act,~~ unless a procedure for processing such claims is otherwise provided by state or federal law. **[(Government Code 935)]**

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance.

~~This policy applies retroactively to any existing causes of action and/or claims for money and/or damages.~~

Roster of Public Agencies

~~The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board. [Within 10 days of any change in the name of the district, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk.] (Government Code 53051)~~

~~Any changes to such information shall be filed within 10 days after the change has occurred. (Government Code 53051)~~

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Legal Reference:

EDUCATION CODE

35200 *Liability for debts and contracts*

35202 *Claims against districts; applicability of Government Code*

CODE OF CIVIL PROCEDURE

340.1 *Damages suffered as result of childhood sexual abuse*

GOVERNMENT CODE

800 *Cost in civil actions*

810-996.6 *Claims and actions against public entities*

6500-6536 *Joint exercise of powers*

53051 *Information filed with secretary of state and county clerk*

PENAL CODE

72 *Fraudulent claims*

COURT DECISIONS

[Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne County, (2018) 21 Cal.App.5th 403]

City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730

Connelly v. County of Fresno, (2006) 146 Cal.App.4th 29

CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574

CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

Management Resources:

WEB SITES

California Secretary of State's Office: <http://www.sos.ca.gov>

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

UNMANNED AIRCRAFT SYSTEMS (DRONES)

The Board of Trustees recognizes that unmanned aircraft or aerial systems (drones) may be a useful tool to enhance the instructional program and assist with district operations. In order to avoid disruption and maintain the safety, security, and privacy of students, staff, and visitors, any person or entity desiring to use a drone on or over district property shall submit a written request for permission to the Superintendent or designee.

(cf. 1330 - Use of School Facilities)

(cf. 1330.1 - Joint Use Agreements)

(cf. 5142 - Safety)

A small unmanned aircraft system or drone is an aircraft weighing less than 55 pounds that is operated remotely without the possibility of direct human intervention from within or on the aircraft and the associated elements, including communication links and controls, required for the pilot to operate the aircraft safely and efficiently. It does not include model aircraft or rockets such as those which are radio controlled and used only for hobby or recreational purposes. (49 USC 40101 Note; 14 CFR 107.3)

The Superintendent or designee may grant permission to district employees and students for the use of drones only if the planned activity supports instructional, co-curricular, extracurricular, athletic, or operational purposes. Such uses may include, but are not limited to, instruction in science, technology, engineering, and math (STEM), the arts, or other subjects; maintenance of grounds and facilities; and campus security. When used for instructional purposes, there shall be a clear and articulable connection between drone technology and the course curriculum. Students shall only operate a drone on or over district property under the supervision of a district employee as part of an authorized activity.

The Superintendent or designee may grant permission to other persons or entities under terms and conditions to be specified in a memorandum of understanding.

Any person or entity requesting to operate a drone on or over district property, including a district employee, shall provide a description of the type of operation requested, flight location, date and time of the planned flight, anticipated duration, and whether photos and/or video will be taken. As applicable, the applicant shall also present a copy of his/her Certificate of Waiver or Authorization or exemption issued by the Federal Aviation Administration.

Any person or entity, other than a district employee or student, who is requesting or operating a drone on or over district property shall agree to hold the district harmless from any claims of harm to individuals or property resulting from the operation of the drone and provide proof of adequate liability insurance covering such use.

(cf. 3530 - Risk Management/Insurance)

UNMANNED AIRCRAFT SYSTEMS (DRONES)

In determining whether to grant permission for the requested use of a drone, the Superintendent or designee shall consider the intended purpose of the activity and its potential impact on safety, security, and privacy. The decision of the Superintendent or designee shall be final.

Any person authorized to use a drone on district property shall sign an acknowledgment that he/she understands and will comply with the terms and conditions of the district's policy, federal law and regulations, state law, and any local ordinances related to the use of drones.

When any use of drones is authorized, the Superintendent or designee shall notify the drone operator of the following conditions:

1. The operator is responsible for complying with applicable federal, state, and/or local laws and regulations, including federal safety regulations pursuant to 14 CFR 107.15-107.51 which include, but are not limited to, requirements that the drone not be flown at night, above 400 feet in altitude, or over any people unless they are in a covered structure or stationary vehicle. The operator shall maintain the visual line of sight with the drone at all times.
2. The drone shall be kept away from any area reasonably considered private, including, but not limited to, restrooms, locker rooms, and individual homes.
3. The district reserves the right to rescind the authorization for use of drones at any time.

The Superintendent or designee may remove any person engaged in unauthorized drone use on district property and/or may confiscate the drone. He/she may also shut down the operation of any authorized drone use whenever the operator fails to comply with the terms of the authorization or the use interferes with district activity, creates electronic interference, or poses unacceptable risks to individuals or property.

(cf. 3515.2 - Disruptions)

Any student or staff member violating this policy shall be subject to disciplinary action in accordance with district policies and procedures.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Legal References: Next Page

UNMANNED AIRCRAFT SYSTEMS (DRONES)

Legal Reference:

UNITED STATES CODE, TITLE 49

40101 Note Unmanned aircraft systems

CODE OF FEDERAL REGULATIONS, TITLE 14

107.1-107.205 Small unmanned aircraft systems, especially:

107.12 Requirement for a remote pilot certificate with a small UAS rating

107.15-107.51 Operating rules; safety

107.53-107.79 Remote pilot certification

Management Resources:

FEDERAL AVIATION ADMINISTRATION PUBLICATIONS

Educational Use of Unmanned Aircraft Systems (UAS), Memorandum, May 4, 2016

WEB SITES

Federal Aviation Administration: <http://www.faa.gov/uas>

Policy
adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
Georgetown, California

BARGAINING UNITS

The Board of Trustees recognizes the right of district employees to form bargaining units, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

**[The district may recognize a bargaining unit of supervisory employees if:
(Government Code 3545)**

- 1. The bargaining unit includes all supervisory employees.**
- 2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.**

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4301 - Administrative Staff Organization)

(cf. 4312.1 - Contracts)

For this purpose, supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)]

- 1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.**
- 2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential**

BARGAINING UNITS (continued)

information that is used to contribute significantly to the development of management positions.

[Membership]

The district shall not deter or discourage employees **[or job applicants]** from becoming or remaining members of an employee organization, **[authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not]** impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

[The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)]

~~Formation of Bargaining Units~~

~~Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)~~

~~The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)~~

- ~~1. — The bargaining unit includes all supervisory employees.~~
- ~~2. — The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.~~

BARGAINING UNITS (continued)

~~(cf. 4300—Administrative and Supervisory Personnel)
(cf. 4301—Administrative Staff Organization)
(cf. 4312.1—Contracts)~~

~~For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)~~

~~Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)~~

- ~~1. — *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.~~
- ~~2. — *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.~~

Access to Employee Orientations and Contact Information

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In

BARGAINING UNITS (continued)

addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

[The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)]

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information ~~on~~ **[in regard to]** all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and nay phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 – Access to District Records)

~~Payment of Dues or Service Fee~~

~~Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. (Education Code 45060, 45168; Government Code 3546)~~

~~Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization~~

BARGAINING UNITS (continued)

~~as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)~~

~~Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order. (Government Code 3546.5)~~

~~(cf. 3460 - Financial Reports and Accountability)~~

[Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The

BARGAINING UNITS (continued)

district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)]

*Legal Reference:*EDUCATION CODE45060-45061.5 *Deduction of fees from salary or wage payment, certificated employees*45100.5 *Senior management positions*45104.5 *Abolishment of senior classified management positions*45108.5 *Definitions of senior classified management employees*45108.7 *Waiver of provisions of 45108.5*45168 *Deduction of fees from salary or wage payment, classified employees*45220-45320 *Merit system, classified employees*GOVERNMENT CODE3540-3549.3 *Educational Employment Relations Act, especially:*3540.1 *Definitions*3543.4 *Management position; representation*3545 *Appropriateness of unit; basis*3550-3552 *Probation on public employers deterring or discouraging union membership*3555-3559 *Public employee communication, information and orientation*6205-6210 *Confidentiality of addresses for victims of domestic violence, sexual assault or stalking*6254.3 *Disclosure of employee contact information to employee organization*6503.5 *Joint powers agencies*53260-53264 *Employment contracts*CODE OF REGULATIONS, TITLE 833015-33490 *Recognition of exclusive representative; proceedings*33700-33710 *Severance of established unit*34020 *Petition to rescind organizational security arrangement*34055 *Reinstatement of organizational security arrangement*COURT DECISIONS*Janus v. American Federation of State, County and Municipal Employees, Council 31*, (2018) 138 S.Ct. 2448] (7th Cir. 2017) 851 F.3rd 746, cert granted Sept. 28, 2017, No. 16-1466]*Friedrichs v. California Teachers Association, et al.*, (2016) 136 S.Ct.1083*County of Los Angeles v. Service Employees International Union, Local 721*, (2013), 56 Cal.App.4th 905*Abood v. Detroit Board of Education*, (1977) 431 U.S. 209*Management Resources: see next page*

BARGAINING UNITS (continued)

Management Resources:

WEB SITES

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

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

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

BOARD POLICIES

The Board of Trustees shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. ~~Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.~~

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 9000 - Role of the Board)

[The Board shall ensure that district policies align with the district's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

[(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0415 - Equity)

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

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements. ~~Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.~~ **[No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.**

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.]

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agendas/Meeting Materials)

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

BOARD POLICIES (continued)

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision [**statement, new**] or goals [**in the local control and accountability plan**], educational research or trends, ~~or a change in the superintendency or Board membership.~~ The need may also occur as a result of an incident that has arisen in the district[,] or a recommendation or request from staff[, a parent/guardian,] or other interested persons.
2. As needed, the Superintendent or designee shall gather fiscal ~~and other~~ data, staff and public input, related district policies, sample policies from [**the California School Boards Association or**] other organizations or agencies, and other useful information [**and data**] to fully inform the Board about ~~the~~ [**a particular**] issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, ~~how the proposed policy may affect student learning,~~ community expectations, staff recommendations, [**and the expected impact of the policy on student learning and well-being, equity,**] ~~fiscal impact, as well as the policy's impact on governance[, and the district's fiscal resources]~~ and operational efficiency.
4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.
5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

~~*(cf. 9322 - Agenda/Meeting Materials)*~~
(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

BOARD POLICIES (continued)**Board Bylaws**

The Board shall prescribe and enforce rules for its own government consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other necessary provisions. The Superintendent or designee also may develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding administrative regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve administrative regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At the [any] time[,] a policy is adopted, the Board and Superintendent or designee **[may determine that progress reports to the Board on the implementation and/or effectiveness]** ~~shall determine whether an evaluation~~ of the policy should be scheduled[,] and, ~~if so,~~ **[the Board and Superintendent or designee]** shall agree upon a timeline and[, **as applicable,**] measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. ~~A public copy of t~~**[T]**he policy manual shall be maintained ~~at the district central office and at each school site. These copies shall be maintained either~~ electronically **[and/]**or by paper copy.

(cf. 1113 - District and School Web Sites)

(cf. 1340 - Access to District Records)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or

BOARD POLICIES (continued)

revised. He/she may determine the appropriate communications strategy depending on the issue. **[Policies shall be posted on the district's web site when required by law.]**

(cf. 1112 - Media Relations)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 6020 - Parent Involvement)

Suspension of Policies

~~No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.~~

~~*(cf. 2210 - Administrative Discretion Regarding Board Policy)*~~

*Legal Reference:*EDUCATION CODE

35010 Control of district; prescription and enforcement of rules
 35160 Authority of governing boards
 35160.5 Annual review of school district policies
 35163 Official actions, minutes and journal
 35164 Vote requirements

*Management Resources:*CSBA PUBLICATIONS

~~*Targeting Student Learning: The School Board's Role as Policymaker, 2005*~~

~~*Maximizing School Board Leadership: Policy, 1996*~~

WEB SITES

~~*CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online™), Policy Audit Program, Individual District Policy Workshops, Agenda Online, and Manual Maintenance: <http://www.csba.org/ps>*~~
~~*National School Boards Association: <http://www.nsba.org>*~~

Bylaw
 adopted:

BLACK OAK MINE UNIFIED SCHOOL DISTRICT
 Georgetown, California

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.3 Assessment Report - California School Dashboard Report #1

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent

EXPLANATION: Results of the Local Indicators used to measure District and Site progress of meeting the LCAP priorities and goals will be shared with the Board of Trustees.

BACKGROUND: California's accountability system is based on multiple measures that assess how local educational agencies (LEAs) and schools are meeting the needs of their students. Performance on these measures is reported on the California School Dashboard. The Dashboard contains reports that display the performance of local educational agencies (LEAs), schools, and student groups on a set of state and local measures to assist in identifying strengths, weaknesses, and areas in need of improvement.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.4 Williams Uniform Complaint Procedures Policy Quarterly Report

MEETING DATE: January 1, 2019

FROM: Jeremy Meyers, Superintendent

EXPLANATION: As required by Education Code 35186, the quarterly report of complaints received pursuant to the Williams Uniform Complaint Procedures is provided for the information of the Board of Trustees.

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

For the period October 1, 2018 through December 31, 2018 there are no complaints to report.

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

To: Dr. Ed Manansala, Superintendent of Schools

District: Black Oak Mine Unified School District

Person completing this form: Keely Morales Title: Superintendent's Secretary

Quarterly Report Submission Date: X January 2019
 (check one) April 2019
 July 2019
 October 2019

Date for information to be reported publicly at governing board meeting: January 10, 2019

Please check the box that applies:

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

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



 Signature of District Superintendent

1/3/18

 Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 16.5 Initial Collective Bargaining Proposal of the Black Oak Mine Teachers Association with the Black Oak Mine Unified School District for 2019-20 school year.

MEETING DATE: January 10, 2019

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

EXPLANATION: Initial Collective Bargaining Proposal of the Black Oak Mine Teachers Association with the Black Oak Mine Unified School District for 2019-20 school year.

BACKGROUND: Government Code Section 3547 provides that:

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

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

There is no requirement that the Board take action of any sort regarding the initial proposal. It is simply an informational item.

Black Oak Mine Teachers Association (BOMTA)
Sunshine Proposal
December 13, 2018

BOMTA proposes to negotiate the entire contract with the Black Oak Mine Unified School District, as that contract will expire in June 2019.

Marianne Boll-See, BOMTA President

Dave Delongchamp, Negotiation Team Chairperson

Ron Langford, Negotiation Team and BOMTA Vice President

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.1 2019-20 Budget Guidelines

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees approve the 2019-20 Budget Guidelines.

BACKGROUND: A draft of the 2019-20 Budget Guidelines was prepared by the Superintendent and Chief Business Official and is now being presented to the Board of Trustees for approval.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

2019-20 BUDGET GUIDELINES

1. The District's goal while budgeting will be to eliminate or greatly reduce on-going deficit spending.
2. In developing the budget, the prime consideration will be the provision of a quality educational program that meets District and State standards at all grade levels, with the driving force being the District Strategic Plan and Local Control Accountability Plan (LCAP) adopted by the Board of Trustees.
3. The budget shall include a General Fund Reserve for Economic Uncertainty of no less than 5% of the total General Fund appropriations.
4. The LCFF allows local boards to utilize Base Grant funds to benefit the district, therefore, an allowance budgeted for deferred maintenance, adopted textbooks and technology are included.
5. Allowance shall be made for increases and/or decreases in the cost of services and supplies such as: gasoline, propane, diesel fuel, electricity, insurance, water, postage, trash collection, telephone service, lease agreements, debt repayment, employee retirement contributions or benefits mandated by law.
6. The budget document shall include the associated salary and fringe benefit costs within each program area.
7. Unless there is a mandated level of Base Grant participation, all categorical programs shall be self-supporting and, where allowable, shall include allocations for indirect costs. Transportation, School Nutrition Program (Cafeteria) and Special Education are recognized as not being self-supporting; however, a goal of self-support shall be expected and monitored.
8. Provision shall be made for the preservation of existing facilities and equipment through capital improvements and preventive maintenance, to the extent of our financial ability.
9. Supply and equipment allocations in effect for the current year shall be reviewed and adjusted as necessary. Equipment replacement will be funded in accordance with available resources.
10. Staffing ratios shall be maintained or developed to support the instructional program.
11. Funds shall be made available in the budget to support current and anticipated collective bargaining commitments.
12. The budget document shall be prepared by major program areas to allow for ready comparison among other programs and with previous years. Detailed budget information shall be available so that the Board and the public can examine the components of a specific program.

13. The budget document shall show budgeted expenditures for each category in the current year and proposed expenditures for the following year.
14. All special funds, such as the Building, Cafeteria, Developer Fee and Special Reserve Funds, etc., shall be included in the budget document.
15. When the Board authorizes a new project or program, it shall specify the allocation or reallocation of resources required.
16. Any proposed increase or reduction from prior year expenditure levels shall be reported in the annual SACS Financial Reports.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.2 2019-20 Budget Calendar

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees adopt the 2019-20 Budget Calendar.

BACKGROUND: The initial process of budget development begins annually with the preparation of a calendar which designates the timelines for various meetings and schedules for the Board of Trustees and the Parent and District LCAP Advisory Committee.

The 2019-20 calendar may need to be revised as the school year proceeds to schedule unanticipated events or additional meetings.

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT
2019-20 BUDGET CALENDAR**

DUE DATE	ACTION	RESPONSIBILITY
January 2019	Submit to Superintendent Enrollment Projections with Revisions/Recommendations & Preliminary Staffing	Principals
January 2019	Develop 2019-20 Budget Calendar, Budget Guidelines & Budget Assumptions	Superintendent/Chief Business Official (CBO)
January 2019	Review 2019-20 Budget Assumptions Draft Review & Adopt: 2019-20 Budget Calendar & Budget Guidelines	Board of Trustees
January 2019	Distribute Enrollment Projections, staffing formulas, basic allocations and draft Budget Calendar and Guidelines to Management Team	Superintendent/CBO
February - March 2019	Parent & District Advisory Committee Meetings at each site completed (TBA for each site)	District Administrators, LCAP Committees- Parent & District Advisory Committees
February 2019	Update if needed, based on Governor's January Proposed Budget: 2019-20 Budget Calendar, Budget Guidelines & Budget Assumptions Review Governor's Proposed Budget Staffing - Reduction/Layoff Resolutions	Board of Trustees
March 2019	Approve 2018-19 2nd Interim Report Staffing - Reduction/Layoff Resolutions	Board of Trustees
April 2019	Update (if needed): 2019-20 Budget Calendar, Budget Guidelines & Budget Assumptions Update LCAP	District Administrators, LCAP Committees- Parent & District Advisory Committees
May 2019	Submit final authorized staffing to Superintendent Submit Site Budgets to CBO	Personnel Services Coordinator Principals
May 2019	Approve 2018-19 Third Interim Report (if needed)	Board of Trustees
May 2019	Distribute 2019-20 Budget & LCAP to Management Team & LCAP Committees	Superintendent/Chief Fiscal Officer
May 2019	Public copy of 2019-20 Draft Budget & LCAP available at District Office	Chief Business Official
June 2019 (First Meeting)	Hold Public Hearing on 2019-20 Budget/LCAP Present District LCAP Present 2019-20 Budget	Board of Trustees, Superintendent/District Administrators, CBO
June 2019 (Second Meeting)	Adopt District LCAP Adopt 2019-20 Budget	Board of Trustees
June 30, 2019	File adopted 2019-20 LCAP, Budget (SACS financial reports) with the El Dorado County Office of Education (EDCOE)	Chief Business Official
August 2019	El Dorado County Office reviews LCAP, questions submitted from EDCOE and answered by districts	EDCOE, Superintendent/Chief Business Official
September 2019	Review EDCOE recommendations Approve 2018-19 SACS Unaudited Actuals Financial Report	Board of Trustees
September 2019	File SACS 2018-19 Unaudited Actuals Financial Report with EDCOE	Chief Business Official
October 2019	EDCOE approves LCAP	EDCOE
December 2019	Approve 2019-20 First Interim Report	Board of Trustees
March 2020	Approve 2019-20 Second Interim Report	Board of Trustees
May 2020	Approve 201-20 Third Interim Report (if needed)	Board of Trustees

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.3 2017-18 District Audit Report

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees approve the 2017-18 District Audit Report.

BACKGROUND: Education Code 41020 requires that an annual audit of District funds be conducted by a certified public accountant. Each audit is to include an accounting of all funds of the District, General Fund and Special Funds, pursuant to standards and procedures developed in accordance with Education Code 41020.5. After approval by the Board of Trustees, a copy of the audit is filed with the El Dorado County Office of Education, the State Department of Education and the State Department of Finance. Our auditor of record for 2017-18 was Crowe Horwath, LLP

A copy of the audit is being provided under separate cover for the Board of Trustees. If anyone would like a copy please contact Keely Morales at 530-333-8300.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.4 2017-18 Bond Performance Audit Report

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to accept the 2017-18 Bond Performance Audit Report.

BACKGROUND: Article 13A, Section 1(b)(3)(C) of the California Constitution requires that the Board of Trustees conduct an annual, independent performance audit of the District's general obligation bonds to ensure that the funds have been expended only on the specific projects listed. The audit of general obligation bond expenditures that were incurred planning, bidding or for construction during the year ending June 30, 2018 was conducted by Crowe Horwath, LLP, being assigned to conduct and prepare the audit report for the District.

A copy of the audit is being provided under separate cover for the Board of Trustees.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.5 2018-19 Technology Initiative Lease and Purchase Program

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees approve the 2018-19 Technology Initiative Lease and Purchase Program.

BACKGROUND: The 2018-19 Technology Initiative Lease and Purchase Program is intended to infuse technology into the instructional program for Black Oak Mine Unified School District. The program will be an investments in new teacher work stations and classroom instructional technology that include the following: Chromebox, Monitor, Chromebook, Document Camera, 75" Interactive Display, Mobile Display Stand, Streaming Device, and Amplification/Communication System. In addition, K-6 computer labs will be updated with new Chromeboxes and 500 student Chromebooks will be procured with an optional buyout for students.

Black Oak Mine USD Technology Initiative 2018-19

Estimated Order	Device	Estimated Cost	Total	Funding Source
70	<u>Teacher Workstations</u> Chromebox w/ monitor Chrombook CA Recycle Fee	\$780 \$445 \$5	\$54,600 \$31,150 \$350	Lease - First American Education Finance <i>Four (4) Year Refresh Cycle</i>
60	<u>i21 Classroom Tech Suite</u> Lumens Ladibug Document Camera Boxlite 75" Interactive Display Boxlite E-Mobile Display Stand Front Row June Amplification System	\$4,836	\$290,165	Purchase - (7-10 year refresh cycle) Sources: IMFRP, Technology Reserve and Measure G
60	<u>Streaming Device</u>	\$300	\$18,000	Purchase - (7-10 year refresh cycle) Sources: IMFRP, Technology Reserve and Measure G
68	<u>K-6 Computer Lab Chromeboxes</u>	\$300	\$20,400	Lease - First American Education Finance <i>Four (4) Year Refresh Cycle</i>
500	<u>Student Devices</u>	\$300	\$150,000	Lease - First American Education Finance <i>Four (4) Year Refresh Cycle</i>
25	<u>Student Anywhere Carts</u>	\$1,200	\$30,000	Purchase - (7-10 year refresh cycle) Sources: IMFRP, Technology Reserve and Measure G
	Estimated Costs		\$594,665	
	Estimated Taxes (7.25%)		\$43,113	
	Estimated Installation		\$50,000	
	<u>Contingency (10%)</u>		<u>\$59,466</u>	
	Total Estimated Costs		\$747,244	

BILL TO

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

6540 Wentworth Springs Road, Georgetown, CA 95634
Main: (530) 333-8300 | FAX: (530) 333-8303

faxed 10m 12/6/18

PURCHASE ORDER: 190457

P.O. NUMBER MUST APPEAR ON ALL PACKAGES AND INVOICES.

VENDOR: 103507 PHONE: (866)804-4388 FAX: (866)812-5370

PURCHASED FROM:

RIVERSIDE TECHNOLOGIES INC
748 N. 109TH CT
OMAHA NE 68154

SHIP TO:

BLACK OAK MINE UNIFIED
SCHOOL DISTRICT
6540 WENTWORTH SPRINGS ROAD
GEORGETOWN, CA 95634

DATE: 12/06/18
SITE: District Office

SUBMITTED BY: DMALITO/ma
DESCRIPTION: CHROMEBOOKS

REQ: 195466

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
70.00	EACH	INSTRUCTIONAL TECHNOLOGY INCENTIVE ITEM #RTI-3PD95UT DESCRIPTION: 14 G5 w/Console and USB-C Dock	445.00	31,150.00
70.00	EACH	ITEM #RTI-3VD03UT DESCRIPTION: Chromebox 22" Display w/Mount	780.00	54,600.00
70.00	EACH	ITEM #RTREC-T0020 DESCRIPTION: California Monitor Recycle Fee - 4"-5"	5.00	350.00

MATERIALS SAFETY DATA SHEET REQUIRED ON ALL TOXIC MATERIALS

SALES TAX RATE FOR EL DORADO COUNTY IS 7.25%

SUB TOTAL:	86,100.00
SHIPPING:	0.00
TAX:	6,216.88
PO TOTAL:	92,316.88

IMPORTANT INSTRUCTIONS

1. ALL ITEM F.O.B. DESTINATION UNLESS OTHERWISE NOTED.
2. NO DEVIATION IN PRICE OR SUBSTITUTION IN KIND PERMITTED.
3. ENCLOSE PACKING LIST WITH ALL SHIPMENTS.
4. THIS PURCHASE ORDER WILL BE CANCELED AT YEAR END (JUNE 30TH) OR 90 DAYS FROM DATE OF ISSUE UNLESS CANCELLATION IS WAIVED.
5. ALL TERMS NET 30 UNLESS OTHERWISE SPECIFIED.

201. ee

ORDER APPROVED BY



u

Classroom Technology Refresh

Quote #TD019064 v1

Prepared For:
Black Oak Mine Unified School District

 Everett Becerra
 6540 Wentworth Springs Road

Prepared by:
Riverside Technologies
 Terry DenBeste
 748 N 109th Court
 Omaha, NE 68154

Date Issued:
12.03.2018

 Expires:
12.14.2018

Georgetown, CA 95634
 P: (530) 333-8300
 E: ebecerra@bomusd.org

P: 866.804.4388
 E: tdenbeste@riversidetechnologies.com

Contract:

14" Staff Chromebooks		Price	Qty	Ext. Price
RTI-3PD95UT	14 G5 w/ Console and USB-C Dock	\$445.00	70	\$31,150.00
3PD95UT	HP Chromebook 14 G5 Touchscreen		70	
	Chrome OS		70	
	Intel® Celeron® Processor N3350 (1.10 GHz w/Turbo, 2 MB L2 Cache, Dual Core)		70	
	14.0-inch diagonal LED-backlit HD BrightView SVA TOP Touchscreen display (1366x768)		70	
	720p HD Webcam		70	
	Intel® HD Graphics 500		70	
	4 GB LPDDR4-2400 SDRAM on Motherboard		70	
	16 GB eMMC SSD		70	
	Intel 7265 802.11 a/b/g/n/ac (2x2)+BlueTooth 4.2		70	
	TPM H1, Slot Lock		70	
	HP 2-cell, 47.4 WHr Li-ion Battery		70	
	1 year standard parts and labor limited warranty (1-1-0)		70	
RTSWR-T0023	Google Management Console (Not Installed)		70	
3FF69AA	HP USB-C Dock G4		70	
	Front: 1 USB-C™; 1 USB 3.0; 1 Audio jack combo; Side/rear: 1 USB-C™; 1 USB 3.0 (powered); 2 USB 2.0; 1 HDMI 2.0; 2 DisplayPort™; 1 RJ-45; 1 Smart AC adapter		70	
Subtotal:				\$31,150.00

Chromebox		Price	Qty	Ext. Price
RTI-3VD03UT	Chromebox 22" Display w/Mount	\$780.00	70	\$54,600.00
3VD03UT	Essential Chromebox G2 <i>609</i>		70	
	Chrome OS		70	
	USFF		70	
	ENERGY STAR Qualified Label		70	
	Y - High Efficiency External Power Supply 65w		70	



Chromebox		Price	Qty	Ext. Price
	Intel® Core™ i5-7300U (up to 3.5 GHz w/Turbo, 3 MB cache, 2 cores)		70	
	32GB SSD		70	
	8GB (2x4GB) DDR4-2400 SODIMM		70	
	Intel HD 610 Graphics		70	
	Realtek RTL8151GH-CG GbE		70	
	1 microSD		70	
	Intel 7265 802.11 ac Wlan w/BT		70	
	(1/1/1) Warranty		70	
	TPM H1, Slot Lock		70	
RTSWR-T0023	Google Management Console (Not Installed)		70	
T6L04AA	HP Slim Wireless Keyboard and Mouse		70	
X7R61AA	HP ProDisplay P223 21.5-inch Monitor (Quick Release Mount Compatible)		70	
	Inputs - 1 VGA; 1 DisplayPort™ 1.2, VGA and Display Port Cables included		70	
EM870AA	HP Quick Release Bracket		70	
			Subtotal:	\$54,600.00

Electric Waste Fee		Price	Qty	Ext. Price
RTREC-T0020	California Monitor Recycle Fee - 4" - 15"	\$5.00	70	\$350.00
<small>Thank you for the opportunity! Product availability and product discontinuation are subject to change without notice. Please make your PO out to Riverside Technologies, Inc. 748 N. 109th Court Omaha, NE 68154. Please include the quote number and contract # from this quote on the corresponding purchase order. Please fax your PO to RTI at 866-812-5370 or email to tdenbeste@rti.com. Thank you for Your Business!</small>				
			Subtotal:	\$350.00

Quote Summary		Amount
14" Staff Chromebooks		\$31,150.00
Chromebox		\$54,600.00
Electric Waste Fee		\$350.00
		Subtotal:
		\$86,100.00
		Estimated Tax:
		\$5,528.87
		Total:
		\$91,628.87

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



EXCLUSIVE PRICING AVAILABLE THROUGH CONTRACT GD19-0168-28

75" 4K interactive panel & 7-year warranty and onsite service



BOXLIGHT PROCOLOR 752U



EBOX MOUNTS



FRONTROW AUDIO SYSTEM



LUMENS DOC CAM

Buy Individually | Mix & Match Bundle for **\$4,836.08**

Now Available to All California School Districts!

i21 Classroom Tech Suite

PIGGYBACK ONTO CONTRACT GD19-0168-28

Take advantage of special contract pricing on the i21 Classroom Tech Suite.

Bundle includes:

- ▶ Boxlight 75" ProColor 752U interactive display
- ▶ e-Box mobile stand 487A01
- ▶ FrontRow Juno JN-SM-BT sound system with microphones
- ▶ Lumens Ladibug DC170 document camera

Exclusive to this contract all products have a 7-year advanced replacement warranty and onsite service.

Trust the education technology leader: Troxell

As the nation's leading end-to-end solution provider for technology and collaborative solutions in K-12, Troxell offers a full range of technology brands to accommodate your education technology initiatives.

- ▶ Exclusive contract pricing on i21 Classroom Tech Suite
- ▶ Long-standing relationships with leading technology providers
- ▶ Your partner in building the classroom of tomorrow, today



i21 CLASSROOM TECH SUITE

DEFINING A NEW STANDARD FOR THE 21ST CENTURY CLASSROOM

BUNDLE PRICING:
\$4,836.08

All products are available to purchase individually

For more information or a demo, contact your local Troxell Account Executive

1.855.TROXELL | TroxellSolutions.com/i21TechSuite



i21 Classroom Tech Suite

Buy Bundle for \$4,836.08 or Individually!

BOXLIGHT



BOXLIGHT PROCOLOR 752U

\$2,450.00

Bring the world into your classroom with Boxlight's 75" 4K ultra high-definition interactive LCD flat panel display. Touch 360° interactive technology and collaboration features ensure that 20 single-point students or 10 dual-touch and gestures students can collaborate with ease. This interactive display uses LED backlighting and includes Wi-Fi as standard plus built-in Android that supports Boxlight's Screen Streaming software for any mix of up to four (4) Chromebooks, iPad or Android tablets, and Windows or Mac desktops/laptops. A Windows 10 plug-in PC is available as an option.

e-Box®



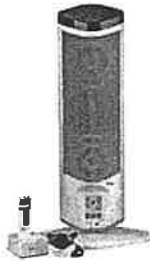
E-BOX 487A01

\$842.17

High-quality e-Box® motorized A/V mounts feature the fastest height adjustments and safest, most stable technology on the market today. The innovative anti-collision feature protects against accidental pinching. Optional accessories include a laptop or keyboard tray, sound bar bracket and adapters for different VESA sizes.

frontrow

your school, connected.



FRONT ROW JUNO JN-SM-BT

\$1,186.02

Charge up student participation with a pendant mic, pass-around mic and drop-in charger for great digital stereo sound. The installation-free Juno tower receiver with Bluetooth® features hands-free lesson capture. Just say 'begin' and your video images and audio sound will be automatically titled and posted in a universal MP4 format. Includes Teacher Edition Desktop Software license, OptiVoice™ voice clarity feature and PrioriTeach™!

Lumens™

Brilliance by Design



LUMENS LADIBUG DC170

\$357.89

Transmit a vivid, full HD 1080p high-definition streaming image—in real time and without delays—with this highly flexible, gooseneck document camera. Enjoy a 360° viewing angle and 4 cm object viewing to see the finer details. One-touch button delivers perfect image quality every time (stores up to 240 images) and one-touch video recording records presentations without a PC. Compatible with all whiteboards.

For more information or a demo, contact your local TroxeLL Account Executive

1.855.TROXELL | TroxeLLSolutions.com/i21TechSuite



Lease Proposal

Lessor First American Education Finance
255 Woodcliff Drive, Fairport, NY 14450

Lessee Black Oak Mine Unified School District
6540 Wentworth Springs RD., Georgetown, CA 95634

Equipment Chrome Devices & i21 Classroom Suites

Lease Options

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Lease Term	36 Months	48 Months	48 Months	48 Months
Equipment	Chrome Devices	Chrome Devices	i21 Classroom Suites	Chrome Devices & i21 Classroom Suites
Equipment Cost	\$91,628.87	\$91,628.87	\$290,165.00	\$381,793.87
Lease Rate Factor	0.31974	0.25560	0.26676	0.26676
Rental Payment	\$29,297.41	\$23,420.34	\$77,404.42	\$101,847.33
Lease Type	FMV	FMV	Tax-Exempt Lease Purchase	Tax-Exempt Lease Purchase
Payment Frequency	Annual	Annual	Annual	Annual

FMV Lease At the end of a FMV lease you may return individual items of equipment, purchase individual items of equipment, or continue renting individual items of equipment. All returned technology equipment will be handled in a manner that complies with current R2 standards for electronics recycling and data erasure.

Tax-Exempt Lease Purchase The terms of the lease will be evidenced by documents usual and customary for a Tax-Exempt Lease Purchase. The Lease Documents must be acceptable to Lessor and its counsel. Including an opinion of counsel that the lease is valid, binding and enforceable.

Fees None

Interim Rent None

Rental Payments The lease will begin on the day you accept the equipment. Rental payments will be due annual, in advance.

Rental Rate Your rental rates are based on the three (3) year swap of 2.883%, and the four (4) year swap of 2.868% (referred to as the Index Rate) as of December 12, 2018. Your rate may be adjusted proportionately for any change in the Index Rate prior to funding. It will be fixed for the duration of the lease term.

Business Information You will provide financial information reasonably requested by First American, including but not limited to year-end audited financial statements and interim financial statements for the Lessee.

[Integrity + Smarts]



CustomerConnect™ You will have access to information and control of your leases with First American's cloud-based mobile asset tracking system, CustomerConnect.

Concierge Service Your dedicated Project Manager will manage every step of your lease:

- Project communication
- Lease documentation
- Vendor payment
- Lease invoicing
- Equipment tracking, reporting and more

Each lease schedule will be a net lease, and you will be responsible for all expenses relating to the equipment and the transaction, including maintenance, insurance, sales, use and personal property taxes, and other expenses relating to the purchase, possession, lease, and use of the equipment.

You authorize First American to file and record financing statements regarding this transaction and take a first priority security interest in the equipment and deposits. You will be responsible for any purchase orders issued by First American on your behalf.

The terms and conditions of this proposal, except for the provisions concerning security interests and the good faith deposit, will be superseded by the final documentation for each lease schedule. This proposal is not a commitment. First American will only provide lease financing upon the satisfactory completion of its due diligence and mutually acceptable documentation.

First American welcomes the opportunity to serve your organization. This proposal expires on December 28, 2018. To accept, please sign below and send an electronic copy to First American.

Offered by:
First American Education Finance

Justin Borkowski

Assistant Vice President

December 14, 2018

Accepted by:
Black Oak Mine Unified School District

By

 Sid Albaugh
Name

Title

Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.6 Facilities Master Plan Contract

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract for Facilities Master Plan Services with JK Architecture Engineering.

BACKGROUND: JK Architecture and Engineering has submitted a proposal to complete a Facilities Master Plan for the District by June of 2019. The Facilities Master Plan will provide a comprehensive review of the District's facilities and position the District to participate in the State of California School Facilities Program.

DISTRICT WIDE FACILITIES MASTER PLAN | DRAFT APPROACH
BLACK OAK MINE USD
December 5, 2018

VISION | Committed to Educational Excellence.



JK ARCHITECTURE
ENGINEERING

11661 Blocker Drive, Suite 220
Auburn, CA 95603
www.jkaedesign.com
530.888.0998

December 5, 2018

Sid Albaugh, Chief Business Official
Black Oak Mine USD
Office 6540 Wentworth Springs Road
Georgetown, CA 95634

SUBJECT: Request for Proposal | District-Wide Facilities Master Plan

On behalf of JK Architecture Engineering, we are pleased to have this opportunity to present our qualifications to serve as your District-Wide Master Plan Architects for the [redacted] [redacted]. We are enthusiastic about this project and the opportunity to establish a facility vision for the District. We are excited about creating a long term road map that builds upon [redacted] [redacted] LCAP Goals, supports the educational focus, identifies the needs of our facilities and defines the short & long term capital costs through a comprehensive District Wide Facilities Master Plan.

At JK Architecture Engineering, our mission is to IMAGINE + DESIGN + CREATE environments that enrich the human experience. We are a full service architectural & engineering firm with over 30 years of expertise in educational K-12 & community college design, including specifically District Wide Master Planning. The following is a partial list:

- Auburn Union SD (CASH Award)
- Ackerman Charter SD
- Chualar Union SD
- Willits USD
- Sacramento City USD (CASH Award)
- Sierra Community College District
- Mammoth USD
- Monterey Peninsula USD
- San Benito High SD
- Salinas City Elementary SD
- Salinas Joint Union High SD
- Gonzales USD

Our qualifications include specialty & expertise in:

- Sierra Foothill Communities
- K-12 District-Wide Facility Master Plans and Cost Estimating
- Collaborative Consensus Building Master Plan Committee Process
- Established rapport with DSA, CDE, & OPSC school facilities financing and CA State Funding Programs
- Cost effective school planning and School Site Safety & Security
- Sustainable and high-performance design with CHPS and LEED project certifications
- Facilitating processes that are collaborative, engaging and fun!

At JK Architecture Engineering, we view the future of our learning environments as an integration of District goals with education, architecture, technology, and sustainability. We are passionate & committed toward serving [redacted] [redacted] and pledge to develop a District Wide Facility Master Plan that exceeds your expectations. We will do so in a manner that is Simple, Comprehensive, Timely and a Living Document that can be sustained by the District moving forward.

Very truly yours,



Derek Labrecque, AIA, LEED AP, DBIA, ALEP
California C-30650
Partner

FACILITY MASTER PLAN | Approach



INTRODUCTION

Our team expertise is Facilities Master Planning! The work of our planning team has been recognized by the Coalition of Adequate School Housing (C.A.S.H.), National School Board Association, Green Schools National Network, U.C. Berkeley Center for Cities and Schools, US Department of Education as well as the Association for Learning Environments (A4LE). Our team understands the various components of master planning at both school site and District wide levels. Our team is comprised of architects and planners that have master planned hundreds of school sites. Our technical experience assures a process and the living document product of the Facilities Master Plan that will build upon the District's Strategic Plan/Local Accountability Plan to support Black Oak Mine USD's:

EDUCATION **Black Oak Mine USD's Mission**
"To provide a high quality education in a healthy and safe environment."

FACILITIES **Black Oak Mine USD's LCAP Goals**

PARTNERSHIPS **Black Oak Mine USD's Parent & Community Engagement**

BLACK OAK MINE USD'S VISION **Committed to Educational Excellence.**

We are excited and extremely passionate about the opportunity to bring our regional, state and national expertise to collaborate with and service Black Oak Mine USD. We promise to deliver a process and product that we can all be proud of and share with your students, parents, staff, faculty, community members and business partners.

FACILITIES MASTER PLAN | APPROACH + SCHEDULE

We have prepared a Preliminary Work Plan based upon our expertise in delivering District Wide Facilities Master Plans for your review and input. Every Master Plan that we have delivered has always been adjusted through the collaboration of our team and clients to assure that our process and deliverables meet the economic and schedule constraints. We look forward to an opportunity to collaborate with you and deliver a facilities master planning process that will be a road map for the continuing success of Black Oak Mine USD.

To achieve these goals, we propose to following collaborative process:

IMAGINE

- Step 1 | Capture the Big Picture VISION
- Step 2 | Identify Educational Goals & Needs

DESIGN

- Step 3 | Assess Existing Conditions
- Step 4 | Develop Transformation Concepts

CREATE

- Step 5 | Document the Facilities Master Plan
- Step 6 | Approve: Black Oak Mine USD Facilities Master Plan

The emphasis of this Facilities Master Plan will be to focus on education + architecture + sustainability to identify what is needed for Black Oak Mine USD and each of its unique school sites to meet the Strategic Plan & Local Accountability Plan while also providing a short-term and long-term road map.

FACILITY MASTER PLAN | Approach

IMAGINE | STEPS 1 & 2

"Logic will get you from A to B. Imagination will take you everywhere" Albert Einstein

STEP 1 | CAPTURE THE BIG PICTURE VISION

Primary Goals | Build upon the Black Oak Middle School's Strategic Plan & Local Control Accountability Plan. Define the District & Community visioning goals relative to educational goals and best practices, facility goals and expectations as well as community partnerships.

Action 1 | Superintendent's Executive Meeting December 2018

Outcomes:

- Define the members of the Steering Committee that includes a cross-section of members; Principals, Teachers, Administration, Facilities & Grounds, Students, Community and Partners
- Review and validate proposed process and schedule

Action 2 | FMP Steering Committee Workshop #1A VISION January 2019

Outcomes:

- Discuss process, roles and responsibilities of Committee Members.
- Review and distill Black Oak Middle School's Mission & Vision
- Identify guiding principles and metrics for success

STEP 2 | IDENTIFY EDUCATIONAL NEEDS & GOALS

Primary Goals | Identify Black Oak Middle School's Educational goals and Facility needs through investigations of District, regional and national trends.

| FMP Steering Committee Workshop #1B GOALS January 2019

Review District provided Educational Specifications, Maintenance, Operations & IT Standards and assist with updates to fulfill the District's Vision & Goals.

Outcomes:

- Identify the District Wide Educational Goals relative to meeting Black Oak Middle School's Primary Focus Areas:
 - LCAP Goal 1: Ensure all school sites have safe, welcoming and inclusive climates for all students and their families, so that all students are in their classes ready to learn.
 - LCAP Goal 2: Provide high quality classroom instruction and curriculum with an access to a broad course of study promoting school, college and career readiness.
 - LCAP Goal 3: Reduce the achievement gap by ensuring that all systems are culturally, linguistically, and equitably responsive to the needs of our students.

Action 3 | FMP Steering Committee Workshop #2 NEEDS February 2019

Outcomes:

- Identify the Facility Needs to meet Black Oak Middle School's primary educational curricular goals and facility equity standards.



Bowman Charter School
Multipurpose Building
Auburn, CA

FACILITY MASTER PLAN | Approach

DESIGN | STEP 3

"First we shape our buildings...then they shape us" Winston Churchill

STEP 3 | ASSESS EXISTING CONDITIONS

Primary Goals | Prepare a detailed site-by-site Facility Needs Assessment for Georgetown School (K-6), Northside School (K-6), Otter Creek School (K-5), and Golden Sierra Junior Senior High School (7-12).

Activity 1 | Database Gathering - January 2019

Outcomes:

- Review the district provided information; Maintenance Work Order histories, Five-Year Deferred Maintenance Plans, Williams Compliant Reports, prior completed projects etc. District to provide all existing archived drawings. Scanning of district archives to be treated as a reimbursable.

Action 2 | Site Assessment Template - January 2019

Outcomes:

- Work with District Leadership to customize a site assessment template that can be used as a metric to evaluate and document each District facility.
- The following categories will be recommended to be included within the assessment template:

-  **Sustainable Sites**
Entry + Outdoor Learning + Fields
-  **Water Efficiency**
Irrigation + Plumbing Systems
-  **Materials & Resources**
Exterior + Interior Finishes
-  **Indoor Environment**
Electical + Lighting + Technology
-  **Energy & Atmosphere**
HVAC & Renewable Energy Systems
-  **Innovation & Design**
21st Century Education

Activity 2 | Site Assessments - January thru February 2019

Outcomes:

- Facility Planning team will walk each of the facilities with district and school site representatives to evaluate and document the existing facility conditions and needs.
- The facility planning team is confident in the ability to prepare a detailed Facilities Needs Assessment based upon the age/anticipated useful life of the existing systems/finishes. If the District would like to dig deeper into any specific system, this effort can be performed for an additional Time & Materials effort.
- Energy studies and return investment strategies to be performed on a Time & Materials basis, if required.

Activity 3 | Demographics Analysis (Future)

Outcomes:

- Review current and projected student enrollments over 3, 5 and 10 year periods, and existing site capacity issues to determine anticipated classroom needs.

Activity 4 | Superintendent's Executive Meeting - March 2019

Outcomes:

- Review FMP Process to date and discuss next steps and community outreach activities.

Activity 5 | Board Presentation #1 - March 2019

Outcomes:

- Review & Confirm the Vision, Goals & Needs for the District.
- Identify facility concepts to support the Black Oak Mine USD's Strategic Plan.

FACILITY MASTER PLAN | Approach

DESIGN | STEP 4

"The space within becomes the reality of the building." Frank Lloyd Wright

STEP 4 | DEVELOP TRANSFORMATION CONCEPTS

Primary Goals | Develop Individual Site & Facilities Recommendations based upon *State Office of Education's* Educational needs that consider the District and Communities priorities and identify potential funding strategies.

Activity 1 | Capacity & Utilization Study - (Future)

Outcomes:

- Provide a facilities inventory, along with established State and Local loading standards.

Activity 2 | Preliminary Funding Analysis (Future)

Outcomes:

- Review and identify eligibility for State Funds; New Construction, Modernization
- Identify supplemental funding; CHPS high performance incentive grants, utility incentives, Prop 39
- Identify Joint-Use and Public – Private Partnerships

Activity 3 | FMP Steering Committee Workshop #3 Preliminary Concepts - March 2019

Outcomes:

- Test and define facility planning concepts and facility needs that support *State Office of Education's* LCAP Goals.

| FMP Steering Committee Workshop #4 Finalize Planning Concepts - April 2019

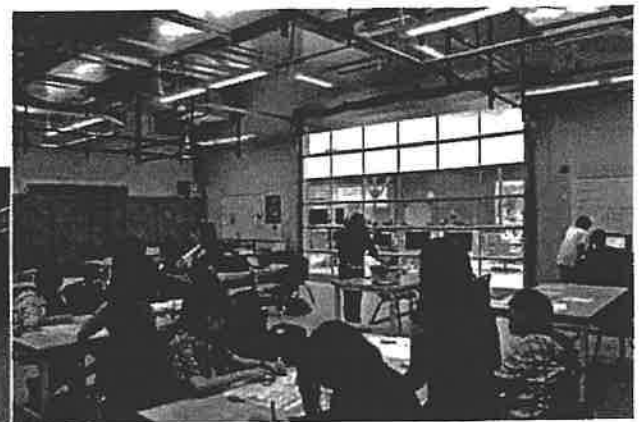
Outcomes:

- Finalize Planning Concepts School Site Planning Strategies at all sites. Planning concepts will be captured through 3D visual graphics.
- Define prioritization strategies and concepts; assuming a balance between:
 - Code & Life Safety Requirements
 - Maintenance & Operation Needs
 - Educational Overlay & Facility Transformation Desires

| Community Workshop #2: Concepts & Priorities - April 2019

Outcomes:

- Conduct Community Workshop to share District Wide FMP progress and present the unique school site overlay options, considerations and discuss priorities.



New Technology High School
Napa Valley Unified School District
Napa, CA

FACILITY MASTER PLAN | Approach

CREATE | STEPS 5 & 6

"The thing constructed can only be loved after it is constructed; but the thing created is loved before it exists" Gilbert Chesterton

STEP 5 | DOCUMENT THE FACILITIES MASTER PLAN

Primary Goals | Prepare and package the Facilities Master Plan.

Action 1 | **Cost Management Services - May 2019**

Outcomes:

- Prepare conceptual level cost estimate.

Action 2 | **FMP Steering Committee Workshop #5: Draft FMP Review - June 2019**

Outcomes:

- Document practical solutions that will accurately reflect the facility needs of the District.
- Present detailed site-by-site Facilities Needs Assessment.
- Distribute a draft copy of the Facilities Master Plan for review and comment.

STEP 6 | APPROVE THE FACILITIES MASTER PLAN

Primary Goals | Finalize and adopt the Facilities Master Plan.

Action 1 | **Finalize the FMP - June 2019**

Outcomes:

- Coordinate and incorporate the comments from the FMP Draft reviews.
- Prepare the foundation of a "living document" that can be used as a long term asset and database for maintaining and operating your facilities.

Action 2 | **Board Presentation & Adoption of Facilities Master Plan - July 2019**

Outcomes:

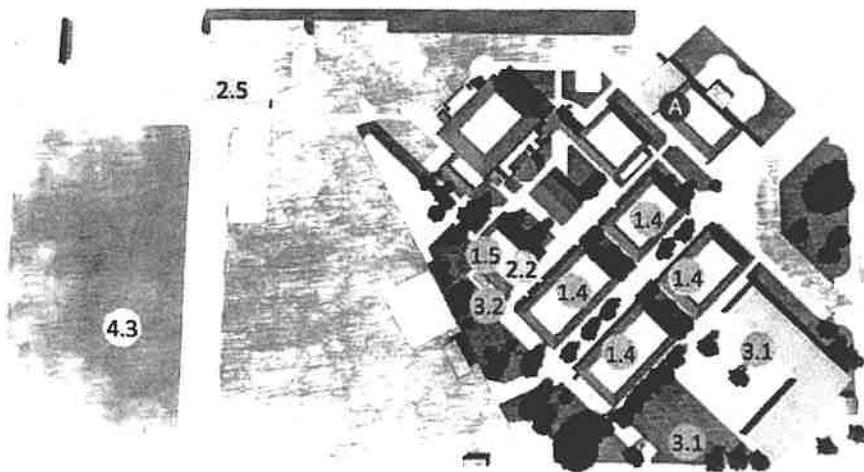
- Board Adoption of Black Oak Mine USD's Facilities Master Plan.

Action 3 | **Celebrate**

Outcomes:

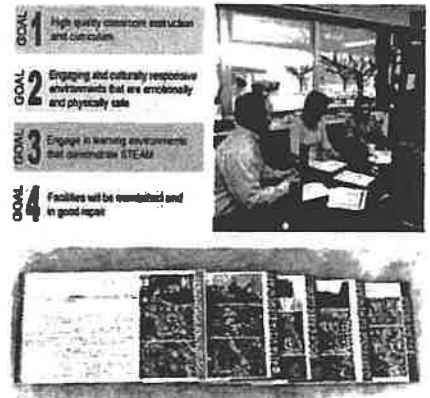
- Celebrate the Steering Committee, Board and Communities accomplishments and milestones.
- Continue on the momentum of the district and community engagement that has started and move forward into future funding efforts.

CASE STUDY: AUBURN ELEMENTARY SCHOOL ASSESSMENT SUMMARY & TRANSFORMATION CONCEPTS



AWARD OF HONOR MASTER PLANNING

LONG RANGE STRATEGIC
FACILITIES MASTER PLAN: 2027



FEE PROPOSAL

JK Architecture Engineering looks at each Facilities Master Plan (FMP) unique to the goals for each District. Sometimes, our FMP process focuses extensively on needs assessments. Other times, we are asked to help vision and bring the community together to assist the District with their progressive 21st Century Educational goals. In looking at Black Oak Mine USD, we have proposed a process that lies in between. Please see below a recommended FMP process of scope based upon our understanding of the District and your goals. Within that some of these items can be phased over time to align with your immediate needs and available resources. Please find below our recommendations for consideration. We look forward to an opportunity to shape this process and product with you.

	Base	Future
IMAGINE		
Step 1 Capture the Big Picture Vision	Included	
Step 2 Identify Educational Goals & Facility Needs	<u>Included</u>	
IMAGINE TOTAL	\$18,000	
 DESIGN		
Step 3 Assess Existing Facilities	Included	
Action 4 Demographics		Future
Step 4: Develop Transformation Concepts	Included	
Action 2 Preliminary State Funding Analysis		<u>Future</u>
DESIGN TOTAL	\$41,500	
 CREATE		
Step 5: Document the Facilities Master Plan	Included	
Step 6: Finalize & Adopt Black Oak Mine USD's FMP	<u>Included</u>	
CREATE TOTAL	\$20,000	
TOTAL BASE FMP: \$79,500		

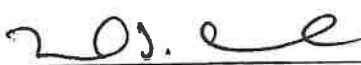
Costs associated to printing & scanning will be treated as a reimbursable plus 1.10.

Sincerely,

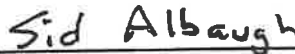


Derek Labrecque, Partner
JK Architecture Engineering

Approved:



Client Signature 1-2-19
Date



Print Name

2019 TERMS AND CONDITIONS

Jordan Knighton Architects, Inc. (dba JK Architecture Engineering) is hereby known as "CONSULTANT" below and Black Oak Mine USD is hereby known as "CLIENT"

1. **RATE SCHEDULE.** The rates charged for services are based on the current CONSULTANT'S rate schedule, which is modified periodically.
2. **REIMBURSABLE EXPENSES.** Reimbursable expenses are expenditures made by the CONSULTANT, its employees or consultants in the interest of or relating to the Project, including, but not limited to: Transportation, subsistence, and lodging; Long distance telephone charges, messenger or overnight mail services, fax charges, field office expenses, and approval fees; Copy charges, postage and document preparation fees; Computer plots and blue lines; and when authorized in advance by CLIENT, overtime charges, and expenses for preparation of perspectives, renderings, or models.
3. **INVOICING PROCEDURE.** CLIENT will be invoiced at regular monthly billing intervals for work performed in the previous month. Payment of an invoice in full must be received by CONSULTANT within thirty (30) days of the date of such invoice.
4. **EFFECT OF NOTICE.** The work performed shall be deemed approved and accepted by CLIENT unless CONSULTANT receives a written objection from CLIENT within fifteen (15) days of invoice date specifically stating in detail the work disputed by CLIENT and the invoice amount in dispute. CLIENT shall timely pay all undisputed amounts.
5. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to submit full payment of an invoice so that it is received by CONSULTANT within fifteen (15) days after the date thereof subjects the amount overdue to a delinquent account interest rate of one and half percent (1.5%) per month, compounded monthly. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT'S discretion.
6. **ADVANCE PAYMENT; WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing interval. CONSULTANT reserves the right to withhold any services and work product pending payment in full of CLIENT'S outstanding indebtedness or advance payment of CONSULTANT. The decision to withhold services and work product or require advance payment is solely within CONSULTANT'S discretion and shall not result in any liability to CLIENT for any reason.
7. **ADDITIONAL SERVICES AND PRODUCTS.** Services and products which are not expressly included in the description set forth above in the PROPOSAL as determined by CONSULTANT are not covered by this agreement. Adjustments to this agreement for additional services or products shall be requested in writing signed by CLIENT. A verbal authorization by the CLIENT is an acceptable acknowledgement of additional services. A Change Order will then be issued describing the additional service or product. All work performed by the Change Order will be charged at the current rate schedule. The Change Order must be signed by the CLIENT prior to commencement of work, unless other arrangements are made between the CONSULTANT and the CLIENT. All Change Orders are subjected to all Terms and Conditions as set forth in the original agreement. Any verbal authorization in the field or under emergency circumstances shall be reduced to writing (electronic or written communications) within 24 hours and thereafter a formal change order shall be prepared and executed by the parties.
8. **CHANGED CIRCUMSTANCES.** CONSULTANT shall notify CLIENT of a change in circumstances which materially affects CONSULTANT'S ability to perform or materially increases costs, and the estimated fee shall be renegotiated. If an amended agreement cannot be reached, then CONSULTANT may terminate this agreement and may be paid pursuant to paragraph 13 herein.
9. **DEFAULT.** This agreement may be terminated by either party upon ten (10) days written notice, should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. CONSULTANT may, at its discretion, terminate the agreement for failure to timely pay pursuant to section 5 above. A suspension of CONSULTANT'S work for more than sixty (60) days may be considered in default of CLIENT'S obligations hereunder.
10. **DELAYS.** In the event of construction or other delays, not caused by CONSULTANT, the time for completion shall be adjusted appropriately and CONSULTANT shall be equitably compensated for any additional fees and costs incurred by the reason of the delay.
11. **TERMINATION ADJUSTMENT; PAYMENT.** If this Agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed to the termination notice date, including Reimbursable Expenses due, plus a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for the CONSULTANT'S rescheduling adjustment, reassigning of personnel, and related costs incurred due to termination.
12. **LIMITATION OF LIABILITY.** CLIENT AGREES TO LIMIT THE LIABILITY OF CONSULTANT TO CLIENT AND, BY WAY OF INDEMNITY AND DEFENSE, LIMIT THE LIABILITY TO CONSULTANT TO ALL CONTRACTORS, SUBCONTRACTORS AND CLIENT'S AGENTS, EMPLOYEES AND CONSULTANTS, AND TO ALL OTHER THIRD PARTIES, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER RESULTING FROM ANY ALLEGED BREACH OF THIS AGREEMENT OR ALLEGED NEGLIGENT PROFESSIONAL ACTS, ERROR, OR OMISSIONS OF CONSULTANT AND ITS AGENTS, EMPLOYEES AND CONSULTANTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF CONSULTANT SHALL NOT EXCEED \$10,000 OR CONSULTANT'S TOTAL FEE FOR SERVICES RENDERED ON THE PROJECT, WHICHEVER IS GREATER.
13. **INDEMNIFICATION.** To the fullest extent permitted by law, CLIENT, without regard to a finding of negligence, breach or fault by CLIENT, shall defend, indemnify and hold JKA, and its officers, employees and agents harmless from and against any and all damages, losses, claims, demands, liabilities and judgments ("Claims"), including reasonable expert and attorneys' fees and expenses, arising out of, resulting from, or occurring in connection with (a) and materials, reports, information and/or services provided by CLIENT or its agents and employees, (b) the performance or failure in performance of the work by CLIENT or its contractors, agents and employees, (c) CLIENT'S legal or contractual obligations for the project, and/or (d) any errors or omissions in the work or services of CLIENT or its contractors, agents and employees except if such Claims directly arise as a result a finding by a Court or Arbitrator of active negligence, sole negligence or willful misconduct of JKA.
14. **CONSTRUCTION OBSERVATION SERVICES.** CONSULTANT'S construction observation services, if any, shall be limited in observation of construction operations to provide CLIENT with an understanding of the general nature, progress and quality of the work based upon applicable standards of practice. Unless otherwise agreed in writing, or unless consistent with the standard of care, CONSULTANT shall not be responsible for continuous or exhaustive inspection work. In no event shall CONSULTANT be responsible for the means and methods of construction or for the safety procedures employed by the contractor.
15. **CERTIFICATION SERVICES.** CONSULTANT shall sign certifications only if CONSULTANT approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.
16. **SITE ACCESS.** CLIENT shall secure the permission necessary to allow CONSULTANT'S personnel and equipment access to the project site at no cost to CONSULTANT.

Derek Labrecque – CA 30650

CLIENT INITIALS 

JK ARCHITECTURE 8
ENGINEERING

17. WORK NOT PERFORMED BY CONSULTANT. CONSULTANT is not responsible for the completion or quality of work which is dependent upon or performed by the CLIENT or third parties not under the direct control of CONSULTANT, nor is CONSULTANT responsible for their acts or omissions or for any damages resulting there from.
18. CHANGE OR MODIFICATION. Neither CLIENT nor any other person is authorized to change or modify CONSULTANT'S work without CONSULTANT'S written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify and hold harmless CONSULTANT from any and all liability or damages arising, in whole or in part, from such unauthorized changes or modifications.
19. APPLICABLE LAW. This agreement shall be interpreted and enforced according to the laws of the State of California.
20. ASSIGNMENT: SUBCONTRACTING. Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may subcontract any portion of the work to be performed without such consent.
21. OWNERSHIP OF DOCUMENTS. All plans, tracings, survey notes and other documents as instruments of service are and shall remain the property of CONSULTANT. Use of CONSULTANT'S work product(s) on other projects without CONSULTANT'S prior written consent is prohibited; however if used, shall be at CLIENT'S sole risk.
22. FORCE MAJEURE. Any delay or default in the performance of any obligation of CONSULTANT under this Agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder equitably shall be adjusted.
23. ATTORNEY'S FEES. In the event of an action in Arbitration or Court by CLIENT or CONSULTANT concerning overpayment or to recover unpaid architect fees, prevailing party shall be entitled to its reasonable attorney fees and court costs.
24. MERGER: WAIVER: SURVIVAL. These Terms and Conditions together with the signed contract constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreement, written or oral. One or more waivers of any term, condition or other provision of this agreement by either party shall be not constructed as a waiver of all subsequent breaches of the same or any other provisions. Any provision which is legally deemed void or unenforceable shall not void this entire agreement and all remaining provisions shall survive and be enforceable.
25. BILLING AND PAYMENT TERMS.
 - a) Collection Costs. If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses, court costs, collection bonds and reasonable CONSULTANT costs at standard billing rates for the CONSULTANT time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Work Authorization or any earlier termination by either party.
 - b) Discounts. Payment of invoices shall not be subject to any discount by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Work Authorization by either party.
 - c) Disputed Invoices. If the CLIENT objects to any portion of an invoice, the CLIENT shall so notify the CONSULTANT in writing within seven (7) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Work Authorization. Any dispute over invoiced amount due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with the Dispute Resolution provision in this Work Authorization. Interest as stated above shall be paid by the CLIENT on all disputed amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the due date of the invoice.
26. PERSONAL LIABILITY. In no event will the officers, directors, shareholders, owners, members, partners or employees of the CONSULTANT, or CONSULTANT'S Consultants be personally liable for any obligation under this Agreement, for any alleged breach of this Agreement, for any direct, indirect, incidental or consequential losses or damages of any kind or nature whatsoever. The Owner agrees that its sole and exclusive remedy for any and all obligations and claims will be against the Entity and not against any individual officer, director, shareholder, owner, member, partner or employee. Owner and CONSULTANT expressly waive any applicable statute or regulation to the contrary.
27. CHANGE ORDERS. CONSULTANT will not be liable for any change orders or charges or which result from contractor change orders for increased construction costs. CONSULTANT and CLIENT acknowledge that some design errors and omissions that result in changes to design during construction are normal and occur on all construction projects, and as such, CLIENT and/or contractor will be solely responsible for their cost. CLIENT is strongly encouraged to perform a constructability review of CONSULTANT'S design drawings prior to the initiation of construction in order to minimize the possibility of design changes during construction.
28. JOB SITE SAFETY. CONSULTANT will be responsible for the activities of its Employees while performing services for CLIENT. However, nothing in this section will be construed as relieving CLIENT or any construction contractor of any duties that they may have under law with respect to the safety of workers and other persons, including, but not limited to, duties to maintain safe working conditions, observe governmental regulations governing workplace safety, and keep in effect worker's compensation and any other forms of insurance.
29. CERTIFICATE OF MERIT. CLIENT will make no claim (whether directly or in the form of a third party claim) against CONSULTANT unless CLIENT has first provided CONSULTANT with a written certification executed by an independent architect, specifying each and every act or omission of negligence that the certifier contends constitutes a violation of the standard of care expected of an architect performing services under similar circumstances. CLIENT will provide such certificate to CONSULTANT no less than thirty days before presenting any claim against CONSULTANT
30. THIRD-PARTY BENEFICIARIES. CLIENT and CONSULTANT agree that services performed by CONSULTANT under this Agreement are solely for the benefit of CLIENT, and are not intended by either CLIENT or CONSULTANT to benefit any other person or entity including, but not limited to, the project contractor and/or any of its subcontractors. Any such benefit is purely incidental and such other person will not be deemed a third-party beneficiary of this contract.
31. CLIENT SERVICES AND INFORMATION. The CONSULTANT will be entitled to rely on the accuracy and completeness of services and information furnished by the CLIENT and CLIENT'S consultants. The CONSULTANT will provide prompt written notice to the CLIENT if the CONSULTANT at any time becomes aware of any errors, omissions or inconsistencies in such services or information provided by the CLIENT.
32. ENTIRE AGREEMENT. This Work Authorization (including all other attachments) constitutes the entire agreement of CONSULTANT and CLIENT with respect to its subject matter. There are no private, unwritten understandings or agreements that vary, supplement or detract from the terms of this Work Authorization. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Work Authorization.
33. PERIOD OF LIMITATION OF ACTIONS. As between CLIENT and CONSULTANT, for any claim by CLIENT against CONSULTANT for breach of contract, negligence, or any other cause of action, the time to commence a claim or law suit shall commence from the earlier of (1) the date CLIENT learns of the right to the cause of action or (2) no later than the date of substantial completion of the Project. Thereafter, CLIENT shall have two years to commence arbitration (if the parties agree) or a law suit against CONSULTANT.

Derek Labrecque - CA 30650

CLIENT INITIALS: MTK

JK ARCHITECTURE 9
CONSULTANTS

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 17.7 District Instructional Calendar for the 2019-20 school year

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the Board of Trustees approve the District Instructional Calendar for the 2019-20 school year.

BACKGROUND: Pursuant to Board Policy 6111 School Calendar, "For each district school, the Governing Board shall adopt a school calendar that meets the requirements of law as well as the needs of the community, students, and the work year as negotiated with the district's employee organization(s). As appropriate, the Superintendent or designee shall ensure that the proposed calendar is aligned with assessment and accountability schedules in order to support the district's goals for student achievement."

The Black Oak Mine Unified School District and members of the union groups met and conferred to review the draft District Instructional Calendar for the 2019-20 school year.

Black Oak Mine Unified School District

All students will be healthy, responsible, productive citizens, skilled workers, lifelong learners and contributors to their local and world communities.

2019-20 DRAFT A District Student Calendar – One Year

July 2019

S	M	T	W	Th	F
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

August 2019

S	M	T	W	Th	F
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

September 2019

S	M	T	W	Th	F
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30					

October 2019

S	M	T	W	Th	F
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

November 2019

S	M	T	W	Th	F
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

December 2019

S	M	T	W	Th	F
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

January 2020

S	M	T	W	Th	F
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

February 2020

S	M	T	W	Th	F
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

March 2020

S	M	T	W	Th	F
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

April 2020

S	M	T	W	Th	F
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

May 2020

S	M	T	W	Th	F
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

June 2020

S	M	T	W	Th	F
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

19 July

4 – Federal Holiday – Independence Day – District Closed

August

8, 9, 12 - Teacher PD Days-August option before school starts

13 – Back to School Breakfast

14 – First Day of School

September

2 – Federal Holiday – Labor Day – District Closed

October

10-11 – GSJSHS/Divide High Minimum Days - Finals

11 – End of 1st Quarter (42 days)

21-25 Northside and Otter Creek School Minimum Days

26-31 Georgetown & ARCS School Minimum Days

November

1 – Georgetown & ARCS School Minimum Day

11 – Federal Holiday – Veterans Day – District Closed

25-29 – School Recess

28 – Federal Holiday – Thanksgiving Day – District Closed

29 – District Holiday – District Closed

22 December

19-20 GSJSHS/Divide High Minimum Days - Finals

20 – End of 1st Semester – (86 days)

Dec 23-Jan 3 – Winter Break

25 – Legal Holiday – Christmas Day – District Closed

January

1 – Legal Holiday – District Closed

6 – Return from Winter Break

20 – Federal Holiday – MLK Birthday – District Closed

February

14 – District Holiday – Lincoln's Birthday – District Closed

17 – Federal Holiday – President's Day – District Closed

March

12-13 – GSJSHS/Divide High Minimum Days - Finals

13 – End of Third Quarter (47 days)

April

6-10 – Spring Break

13 – Snow Day- No School

May

22 – Snow Day - No School

25 – Federal Holiday – Memorial Day – District Closed

28-29 – GSJSHS & Divide Minimum Days - Finals

31 – Last Day of School, End of Second Semester – (94 Days); Minimum Day All Schools; GSHS Graduation

June

1 – All Staff Work Day – No Students

2-4 Teacher PD Days-June option after school ends



**MINUTES OF A REGULAR MEETING
OF THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
December 13, 2018**

CALL TO ORDER

The Meeting of the Board of Trustees was called to order by President Bill Drescher, at 6:30 P.M. at 6540 Wentworth Springs Road, Georgetown, California

Present: Jeff Burch, Darcy Knight, Bill Drescher, Ronnie Ebitson and Jeremy Meyers, Superintendent. Joe Scroggins was absent.

SWEARING IN OF RE-ELECTED BOARD MEMBERS

Item moved to below item 7.0, just before 8.0 Organizational Actions

PUBLIC COMMENT ON CLOSED SESSION AGENDA

None

CLOSED SESSION

The Board met in Closed Session at 6:30 P.M. and discussed:

- 4.1 Classified Employment – 1.0 FTE Employee and a .625 FTE Employee – **Vote on in Open Session**
- 4.2 Resignation – 2 Classified Employees
- 4.3 Retirement – 2 Classified Employees
- 4.4 Conference with Jeremy Meyers and Shelly King, District Labor Negotiators, regarding Labor Negotiations, the Black Oak Mine Teachers Association, and the California School Employees Association, Gold Chain Chapter #660
- 4.5 Superintendent Evaluation

OPEN SESSION

The Open Session of the Board convened at 7:015 P.M.

Present: Board members and members of the audience (including staff/community)

DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION

- 4.1 Vote on in open session
- 4.2 It was moved by Darcy Knight, seconded by Jeff Burch, and carried unanimously to accept the resignation of two Classified Employees.
Vote: 4-0
- 4.3 It was moved by Darcy Knight, seconded by Jeff Burch, and carried unanimously to accept the retirement of two Classified Employees.
Vote: 4-0
- 4.4 No action taken
- 4.5 No action taken

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ronnie Ebitson

ORGANIZATIONAL ACTIONS

2019 Board President
ACTION M-18-73

It was moved by Darcy Knight, seconded by Jeff Burch, and carried unanimously to elect Bill Drescher as the Board President for 20189 Calendar year beginning December 13, 2018.

3-1 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson N

At this point, Bill Drescher continued as President of the Board and led the rest of the Board meeting.

2019 Board Vice President
ACTION M-18-74

It was moved by Bill Drescher, seconded by Jeff Burch, and carried unanimously to elect Darcy Knight as the Board Vice President for 2019 Calendar year beginning December 13, 2018.

4-0 Vote Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

2018 Board Clerk
ACTION M-18-75

It was moved by Darcy Knight, seconded by Jeff Burch, and carried unanimously to elect Ronnie Ebitson as the Board Clerk for 2019 Calendar year beginning December 13, 2018.

4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

2018 Representative to the El Dorado County School Board Association
ACTION M-18-76

It was moved by Jeff Burch, seconded by Ronnie Ebitson, and carried unanimously to elect Darcy Knight as the Representative to the El Dorado County School Board Association for 2019 Calendar year beginning December 13, 2018.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

2018 Representative to the LCAP Curriculum Council
ACTION M-18-77

It was moved by Ronnie Ebitson, seconded by Darcy Knight, and carried unanimously to elect Bill Drescher, as the Representative to the LCAP Curriculum Council for 2019 Calendar year beginning December 13, 2018.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

2018 Representative to the LCAP-BAC
ACTION M-18-78

It was moved by Darcy Knight, seconded by Ronnie Ebitson, and carried unanimously to elect Jeff Burch as the Representative to the LCAP-BAC for 2019 Calendar year beginning December 13, 2018.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

2018 Representative to the Citizen’s Bond Oversight Committee (CBOC)
ACTION M-18-79

It was moved by Darcy Knight, seconded by Jeff Burch, and carried unanimously to elect Bill Drescher as the Representative to the CBOC for 2019 Calendar year beginning December 13, 2018.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

2018 Superintendent Appointments
ACTION M-18-80

It was moved by Bill Drescher, seconded by Jeff Burch, and carried unanimously to appoint Jeremy Meyers as Secretary to the Board of Trustees, representative to the Joint Powers Association and Coordinator for the District Regarding Compliance with Civil Rights, Title IX, Asbestos Abatement (AHERA), Affirmative Action and regulations relative to disabled person for 2019 Calendar year beginning December 13, 2018.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

2019 Board Meeting Calendar
ACTION M-18-81

It was moved by Ronnie Ebitson, seconded by Jeff Burch, and carried unanimously to approve the 2019 Board Meeting Calendar.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

ADOPTION OF THE AGENDA
ACTION M-18-82

It was moved by Bill Drescher, seconded by Darcy Knight, and carried unanimously to adopt the agenda.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

COMMUNICATIONS

Written Communications

None

Oral Communications

Kim Taylor from Drug Free Divide gave a report to the Board of Trustees that the Passport to Success is going really well.

Elizabeth Haines presented to the Board of Trustees that Music on the Divide raised \$8,000 at the fundraiser on the 11th. MOTD is not raising membership fees, will expand student concerts, fund transportation, and expand scholarships for students to receive music lessons. Elizabeth also informed the Board of the passing of Meg Hempke and announced her memorial will be on 12/23/2018 at 2:00 pm at the Methodist Church in Georgetown.

EXCELLENCE IN EDUCATION

Jeremy Meyers presented Andrea Celio, District Nurse, with the Excellence in Education award.

STUDENT REPRESENTATIVE TO THE BOARD REPORT

Briston Widmann presented to the Board on various activated throughout the District.

BLACK OAK MINE TEACHERS ASSOCIATION REPORT

BOMTA President was not present

CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
REPORT

CSEA President was not present

FACILITIES,
MAINTENANCE,
OPERATIONS, &
TRANSPORTATION
REPORT

Mark Koontz gave a report to the Board of Trustees

SITE ADMINISTRATORS
REPORT

Administrators gave a report to the Board of Trustees

SUPERINTENDENT'S
REPORT

Superintendent Jeremy Meyers gave a report to the Board of Trustees

NEW BUSINESS

First Interim Report
ACTION M-18-83

Sid Albaugh, Chief Business Official, presented the First Interim Report to the Board of Trustees.
It was moved by Bill Drescher, seconded by Darcy Knight, and carried unanimously to certify the District's financial position with a Positive Certification for the First Interim Report for the period ending October 31, 2018.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

Board Meeting Minutes
ACTION M-18-84

It was moved by Bill Drescher, seconded by Jeff Burch, and carried unanimously to approve the minutes for the Board Meeting on November 8, 2018.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

Special Board Meeting Minutes
ACTION M-18-85

It was moved by Jeff Burch, seconded by Bill Drescher, and carried unanimously to approve the Board minutes for the Special Board Meeting on November 6, 2018.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

Nominations to the California
School Board Association's
Delegate Assembly
ACTION M-18-86

It was moved by Darcy Knight, seconded by Ronnie Ebitson, and carried unanimously to nominate Misty di Vittorio as the representative to the CSBA's Delegate Assembly.
4-0 Vote: Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y

INFORMATION AND
DISCUSSION

Catapult Emergency
Management System

Sid Albaugh showed a video on Catapult EMS to the Board of Trustees. The video explained the need, functionality, and success of Catapult EMS.

District Blackboard App

Keely Morales gave a presentation on the new Blackboard App. She showed where to access the app and the different functions of it.

Facility Use Fees

The Board of Trustees would like to bring this item back as an action item at the Special Meeting on December 20, 2018.

CONSENT AGENDA
ACTION M-18-87

It was moved by Jeff Burch, seconded by Ronnie Ebitson, and carried unanimously to Consent Agenda.

Board Resolution #2018-20
State & Federal Surplus
Property Program
Agreement with Girard,
Edwards, Stevens & Tucker
LLP

4-0 Vote Scroggins Absent Knight Y Burch Y Drescher Y Ebitson Y
The Board of Trustees adopted Board Resolution #2018-20 State & Federal Surplus Property Program

Classified Personnel Action

The Board of Trustees approved the Agreement for the Provisions of Legal Services by Girard, Edwards, Stevens, & Tucker LLP.

The Board of Trustees approved the employment of Cheya Lovelace as a 1 Hour Noon Duty and a 4 Hour RSP Aide, and Mischa Friegang as an 8 Hour Information

Purchase Orders, Warrants,
Bids and Quotes

Technology Technician for the Black Oak Mine Unified School District for the 2018-19 school year.
Approved the 2018-19 fiscal year Batch numbers 0030-0036 dated November 1st to November 28th for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund, for a total of \$583,102.23 be approved.

Field Trips

Approved the overnight field trips

REPORTS OF THE BOARD
OF TRUSTEES

The Board of Trustees gave reports.

FUTURE MEETINGS

The next regular meeting of the Board is on January 10, 2019 at 7:00 PM at the District Office.

The next Special meetings of the Board are on January 24, 2019 at 6:00 PM at American River Charter School and on January 31, 2019 at 6:00 PM at Northside STEAM School.

ADJOURNMENT
Respectfully submitted,

The meeting was adjourned at 9:34 P.M.

Jeremy Meyers
Secretary to the Board

Bill Drescher
President of the Board

Date

**SPECIAL MINUTES OF A REGULAR MEETING
OF THE BLACK OAK MINE UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
December 20, 2018**

CALL TO ORDER

The Special Meeting of the Board of Trustees was called to order by President Bill Drescher at 5:00 PM at Georgetown School of Innovation, Georgetown, California

Present: President Bill Drescher, Vice President Darcy Knight, Trustee Jeff Burch, and Superintendent Jeremy Meyers. Trustee Joe Scroggins and Clerk Ronnie Ebitson were not present.

OPEN SESSION

The meeting was called to order at 5:02 PM

PLEDGE OF ALLEGIANCE

The pledge allegiance was led by Dr. Wendy Westsmith

ADOPTION OF THE AGENDA
ACTION M-19-01

It was moved by Darcy Knight, seconded by Jeff Burch, and carried unanimously to adoption of the agenda.
Vote 3 to 0 Knight Y Scroggins Absent Burch Y Drescher Y Ebitson Absent

COMMUNICATIONS

None

INFORMATION & DISCUSSION

LCAP PRESENTATION AND
DISCUSSION

Dr. Wendy Westsmith, Principal of Georgetown School of Innovation, gave a presentation on the LCAP for Georgetown School.

NEW BUSINESS

FACILITY FEE SCHEDULE

It was moved by Darcy Knight, seconded by Bill Drescher, and carried unanimously to approve the new Facility Fee Schedule as previously discussed and presented.
Vote 3 to 0 Knight Y Scroggins Absent Burch Y Drescher Y Ebitson Absent

ADJOURNMENT

The meeting was adjourned at 5:38 PM

Respectfully submitted,

Jeremy Meyers
Secretary to the Board

Bill Drescher
President of the Board

Date

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 18.1 Board Governance Calendar

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent

EXPLANATION: The Board of Trustees will review the governance calendar items, format, and next steps.

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

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.1 Architectural Services Contract

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract for Architectural Services with JK Architecture Engineering.

BACKGROUND: The District received six proposals from qualified firms to provide architectural services to the District through a RFQ/P process. In November, four firms were interviewed and had the opportunity to present their firm's qualifications and the architectural services their firm would be able to provide the District. JK Architecture and Engineering was selected based on the firm's qualifications, architectural services and fit for the District.

Contract and Proposals are provided under separate cover.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.2 Facilities Funding Consulting Contract

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract for Facilities Funding Consulting with Jack Schreder and Associates.

BACKGROUND: Jack Schreder and Associates has submitted a proposal to provide Facilities Funding Consulting on behalf of the District. The firm will analyze the District's facility funding eligibility and position the District to optimally participate in the State of California School Facilities Program and leverage local capital facility funds with State funds.

**PROPOSAL/AGREEMENT FOR SCHOOL FACILITY
CONSULTING SERVICES**

for the

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

Prepared by:

Jack Schreder & Associates, Inc.
2230 K Street
Sacramento, California 95816
(916) 441-0986

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STATE SCHOOL FACILITY PROGRAM

PURPOSE OF SERVICES

The planning, funding, construction, and modernization of school facilities involve many complex issues. Due to the frequent changes in State school facility legislation, it is time and cost effective to be represented by a consulting firm based in Sacramento that is experienced in the many aspects of school facility planning. Since 1980, Jack Schreder & Associates, Inc. has provided over 350 California school districts with experienced school facility consultation.

Jack Schreder & Associates, Inc. will provide the Black Oak Mine Unified School District with assistance in applying for school facility funding through the State School Facility Program.

Our services include the following:

Approval of Eligibility

1. Obtain from the District facilities and enrollment information required to determine the amount of state modernization and new construction grant funding eligibility under the School Facility Program (SFP).
2. Review and analyze District data to support District applications for the maximum modernization and new construction eligibility and funding approval.
3. Prepare required enrollment and facilities reports for District review and approval to file with the Office of Public School Construction (OPSC) to seek approval of modernization and new construction eligibility. Prepare annual updated enrollment and facilities reports as needed or required.
4. Submit modernization and new construction eligibility applications to OPSC for approval by the State Allocation Board.

Approval of Funding

1. Work with the District staff, project managers, and architects to establish timelines for completion of plans and state agency approvals to maximize the opportunity for funding approvals and meet the construction timelines and financial needs of the District. Assist District with determination of project scope in order to secure maximum project eligibility and funding approvals.

2. Complete application for funding for District review and approval.
3. Assist the District in securing timely State Allocation Board funding approval upon filing Division of State Architect and California Department of Education approved final project plans with OPSC.

Other Facility Program Funding Options

1. Assist District with application for all eligible new construction and modernization “additional” and “excessive cost” grant amounts per SB 50 regulations.
2. Assist District with Department of Industrial Relations (DIR) prevailing wage requirements on public works contracts.
3. Assist District with application for SB 50 Financial Hardship funding if the District cannot meet the required financial obligations to receive state grant funding.
4. Assist District with application for Facility Hardship Grant to rehabilitate or replace classrooms and related facilities in accordance with SB 50 regulations.
5. Assist District with the preparation of Program Expenditure Reporting Requirements. Assist with preparation of the Expenditure Report forms and Progress Report. Assist with preparation of required Program Accountability Progress Audit.

CONSULTING FEES

The District shall pay the Consultant at the rate of \$165 per hour for services outlined in this Agreement.

The Consultant will provide services as needed and requested by the District. Services will be documented and invoiced on a monthly basis.

The scope of the work necessary to complete the services listed in this Agreement is dependent on the availability and quality of the District's enrollment and facilities information and Subject to SB 50 regulations.

ADDITIONAL CONSIDERATIONS

1. The Consultant shall be reimbursed as follows:
2. Necessary visitations to the District by the Consultant will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval from the District.
3. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
4. Express mail expenses will be documented and reimbursed to the Consultant.
5. Application filing fees and other state required fees are the responsibility of the District.

**This Agreement is between Black Oak Mine Unified School District and
Jack Schreder & Associates, Inc.**



Sid Albaugh,
Chief Business Official
Black Oak Mine Unified School District



Jack S. Schreder
Jack Schreder & Associates, Inc.

11-30-18

Date

November 30, 2018

Date

PROFESSIONAL QUALIFICATIONS

Dr. Jack S. Schreder **President**

As a Government Relations and School Facilities Consultant for the past thirty years, Dr. Schreder has used his expertise to assist school districts with their facility and financial concerns. Dr. Schreder's knowledge of educational facilities and finance has been augmented by his experience working within various California school districts. As a former president of the Associates of California School Administrators (ACSA Region 1), former lobbyist for ACSA, San Diego City Schools, and several private entities, he has developed the skills necessary to develop a process which results in meaningful solutions to resolving impact issues.

Dr. Schreder is a graduate of Stanford University (Ph.D. - Education and Business), San Francisco State University (M.A. - School Administration) and Michigan State University (B.A. Economics).

Kristen G. Schreder **President, School Facilities Division**

Kristen Schreder is a specialist on issues relating to State Allocation Board regulations and the Office of Public School Construction policies. She represents over eighty school districts on matters related to the LeRoy Greene School Facility Program. She is an experienced lobbyist in both Louisiana and California.

Ms. Schreder is an honors graduate of Chico State University (Social Science, 1978) and is a graduate of the National Center for Paralegal Training, Atlanta, Georgia, 1982.

Cheryl A. King **Senior Associate**

Ms. King has worked extensively with school districts throughout Illinois, Michigan, Colorado and California for over 20 years. Her diverse career includes teaching at both the secondary and university level and developing curriculum and outreach programs at both levels. She also administered programs as an Administrative Assistant for the Michigan Department of Education where she worked in conjunction with 20 school districts statewide to obtain state funding for projects in their districts, including follow-up evaluation procedures.

Her work in California includes extensive grant writing, development and management of programs countywide for Butte County, consultant work with various school districts and Director of a State Local Partnership Program for the California Arts Council. Ms. King has also worked in the areas of legislative analysis and educational law as a legal assistant in the Sacramento area.

Elona Cunningham
Senior Associate

Ms. Cunningham received her BS in Business Administration with a Minor in Spanish from Menlo College and her English/Spanish Bilingual Multiple Subject Teaching Credential from the University of San Francisco. Her work experience includes five years as a bilingual elementary school teacher in California. Before joining Jack Schreder and Associates in 1997, Ms. Cunningham worked at the corporate offices of J. Crew in New York and the Gap in San Francisco.

Ms. Cunningham has over 14 years of experience in the school facility arena. Her experience includes all areas of school facility planning while specializing in securing facilities funding for school districts throughout the State of California. In order to maximize State funding, district's needs are evaluated and all available facility funding options are considered to maximize funding. Over the course of 14 years she has secured facilities funding for over 100 school districts totaling in excess of \$1 billion in facility funding. In order to secure facility funding, regular interaction with relevant State agencies is critical. Through regular communication and a presence in Sacramento, Ms. Cunningham has developed strong relationships with the Department of the State Architect, California Department of Education, and the Office of Public School Construction.

In addition, Ms. Cunningham prepares Level I Developer Fee Justification Studies and Level II School Facility Needs Assessments to assist with the impact of additional students generated from development projects.

Tamara Caspar
Associate

Ms. Caspar joined our firm in 1998. Ms. Caspar is responsible for tracking and assisting districts with determining new construction and modernization eligibility. Ms. Caspar serves as a liaison between school districts, architects, and State agencies to secure funding for eligible projects in a timely manner.

Jamie M. Iseman
GIS Director

Ms. Iseman received her B.S. in Geography from California State University, Sacramento and her M.S. in Geography with an emphasis in Demographics and Planning from the University of South Carolina. Ms. Iseman worked as a GIS Analyst with the State Department of Health and Environmental Control while in South Carolina and also served as a research assistant for the South Carolina Geographic Alliance, developing computer programs to assist the teaching of Geography to K-12 students.

Since 2001 she has been utilizing Geographic Information Systems (GIS), a powerful computer mapping tool, in the preparation of Demographic Analyses and Master Plans for over 18 California school districts to assist them in analyzing current and historic student populations, the migration of students and community populations, optimizing attendance boundaries, consolidation of current schools, location of new schools, and other geographic area specific analyses for long range planning. She works closely with District staff and oversight committees to develop specific criteria for optimizing current and future facility usage.

Evelyn Shafer
Associate

Ms. Shafer has worked in the School Facility Program since 1999 preparing SFP applications for all programs and working closely with districts to maximize funding opportunities. She also prepares Level I and Level II studies.

CLIENT LIST

Jack Schreder & Associates, Inc. has worked with the following districts:

FACILITY FUNDING/ CLASS SIZE REDUCTION

ABC	Corning Union Elementary
Alhambra City Elementary	Delano Union Elementary
Alpaugh Unified	Dos Palos Joint Union Elementary
Antioch Unified	Eastern Sierra Unified
Archoe Union Elementary	Empire Union
Apple Valley Unified	Enterprise Elementary
Aromas-San Juan Unified	Escondido Union Elementary
Banta Elementary	Etna Union High
Bayshore Elementary	Fairfax Elementary
Bear Valley Unified	Fillmore
Bellevue Union	Firebaugh-Las Deltas Unified
Benicia Unified	Forestville Union Elementary
Berkeley Unified	Fort Bragg Unified
Biggs Unified	Galt High
Big Lagoon	Gateway Unified
Big Pine Unified	Gonzales Union High
Bishop	Grant Elementary
Brawley Union Elementary	Grass Valley Elementary
Brawley Union High	Greenfield Union Elementary
Buckeye Elementary	Hamilton Union High
Burbank Unified	Hart-Ransom Union
Butte Valley Unified	Holtville Unified
Cabrillo Unified	Hughson Union High
Calistoga Joint Unified	Igo-Ono-Platina Union Elementary
Canyon Elementary	Imperial Unified
Caruthers Union Elementary	Janesville Union
Central Union High	John Swett Unified
Ceres Unified	Johnstonville Elementary
Chatom Union Elementary	Kenwood Elementary
Cloverdale Unified	Keppel Union
Coarsegold Union	Kerman Unified
Colusa Unified	Kings Canyon Joint Unified
Corcoran Joint Unified	King City Joint Union High
	King City Union Elementary
	Lassen High
	Laytonville Unified

Le Grand Elementary
Lewiston Elementary
Liberty Elementary
Linden Unified
Live Oak Unified
Lone Pine Unified
Los Banos Unified
Los Molinos Unified
Mammoth Unified
Manzanita Elementary
Marysville Joint Unified
McSwain Union Elementary
Merced City Elementary
Middletown Unified
Mt. Diablo Unified
Monson-Sultana Joint Union Elem
Moreno Valley Unified
Morgan Hill Unified
Mother Lode Union Elementary
Napa Valley Unified
National
Newark Unified
North County Joint Union
Elementary
Oak Grove Union Elementary
Oakdale Joint Union High
Oakdale Union Elementary
Oakland Unified
Orange Unified
Orcutt Union Elementary
Orick Elementary
Orland Joint Union Elementary
Orland Joint Union High
Palo Alto Unified
Patterson Joint Unified
Pierce Joint Unified
Planada Elementary
Pleasant Ridge Union Elementary
Plumas Unified
Poway Unified
Ready Springs Union
Red Bluff Union Elementary
Reef-Sunset Unified
Red Bluff Union High

Redding Elementary
Rescue Union Elementary
Richmond Elementary
Rincon Valley Union Elementary
River Delta Unified
Riverbank Unified
Roseland Elementary
Roseville Joint Union High
Ross Valley Elementary
Saddleback Valley Unified
San Benito High
San Bruno Park Elementary
San Gabriel Unified
San Lorenzo Unified
Santa Paula Elementary
Santa Rosa Elementary
Santa Rosa High
Scotts Valley Unified
Selma Unified
Sequoia High
Shaffer Union
Shasta Union Elementary
Shasta Union High
Shoreline Unified
Sierra-Plumas Joint Unified
Sonora Union High
Soquel Union Elementary
Southern Kern Unified
Surprise Valley Joint Unified
Susanville
Sylvan Union Elementary
Tahoe Truckee Unified
Tulelake Basin Joint Unified
Tustin Unified
Ukiah Unified
Victor Elementary
Vista Unified
Washington Unified
Waterford Elementary
Weaver Union
Weed Union Elementary
West Side Union Elementary
Western Placer Unified
Williams Unified

Willits Unified
Winters Joint Unified
Winton Elementary
Woodland Joint Unified
Wright Elementary
Yucaipa-Calimesa Joint Unified

DEVELOPER FEE STUDIES/YIELD
STUDIES.

Alameda City Unified
Allensworth Elementary
Alexander Valley Union Elementary
Alpaugh Unified
Alta-Dutch Flat Union Elementary
Alview – Dairyland Union Elem.
Alvina Elementary
Analy Union High
Anderson Union High
Anderson Valley Unified
Antelope Valley Union High
Apple Valley Unified
Arcadia Unified
Arcohe Union Elementary
Arena Union Elementary
Armona Union Elementary
Aromas-San Juan Unified
Atascadero Unified
Atwater Elementary
Bangor Union Elementary
Banta Elementary
Bass Elementary
Bear Valley Unified
Bella Vista Elementary
Bellevue Elementary
Bellevue Union Elementary
Bellflower Unified
Belmont-Redwood Shores
Elementary
Benicia Unified
Bennett Valley Union Elementary
Beverly Hills Unified
Big Lagoon Union Elementary
Big Oak Flat-Groveland Unified

Big Pine Unified
Big Springs Union Elementary
Biggs Unified
Big Valley Joint Unified
Bishop Union Elementary
Bishop Joint Union High
Black Butte Union Elementary
Black Oak Mine Unified
Blue Lake Union Elementary
Bogus Elementary
Bonny Doon Union Elementary
Bradley Union
Brawley Union Elementary
Brawley Union High
Briggs Elementary
Brittan Elementary
Browns Elementary
Buckeye Elementary
Buellton Union Elementary
Burbank Unified
Butte Valley Unified
Burlingame Elementary
Butteville Union Elementary
Cabrillo Unified
Cajon Valley Union Elementary
Calexico Unified
Calipatria Unified
Calistoga Joint-Unified
Cambrian Elementary
Camino Union Elementary
Camptonville Elementary
Canyon Union Elementary
Capay Joint Unified
Caruthers Unified
Caruthers Union Elementary
Caruthers Union High
Cascade Union Elementary
Castle Rock Union Elementary
Castro Valley Unified
Central Union Elementary
Central Union High
Ceres Unified
Charter Oak Unified
Chicago Park Elementary

Chinese Camp Elementary
Chowchilla Union High
Chualar Union Elementary
Cinnabar Elementary
Clay Joint Elementary
Clear Creek Elementary
Cloverdale Unified
Coffee Creek Elementary
Cold Spring Elementary
Columbia Elementary
Columbia Union
Colusa Unified
Corcoran Joint Unified
Cotati-Rohnert Park Unified
Cottonwood Union Elementary
Culver City Unified
Curtis Creek Elementary
Covina Valley Unified
Delano Joint Union High
Delano Union Elementary
Delphic Elementary
Delta Island Union Elementary
Delta View Joint Union Elementary
Denair Unified
Dinuba Unified
Dos Palos Oro- Loma Joint Union
Dublin Unified
Ducor Union Elementary
Dunsmuir Elementary
Dunsmuir Joint Union High
Durham Unified
East Nicolaus Joint Union High
El Centro Elementary
El Dorado Union High
Emery Unified
Enterprise Elementary
Esparto Unified
Etna Union High
Eureka City Elementary
Exeter Union Elementary
Exeter Union High
Fallbrook Union Elementary
Fall River Joint Unified
Feather Falls Union

Ferndale Unified
Fillmore Unified
Firebaugh-Las Deltas Unified
Flournoy Union Elementary
Fontana Unified
Forestville Union Elementary
Forks of Salmon Elementary
Fort Bragg Unified
Fort Ross Elementary
Fort Sage Unified
Fortuna Union Elementary
Franklin Elementary
French Gulch-Whiskeytown Elem
Galt Joint Union High
Gateway Unified
Gazelle Union Elementary
Gold Oak Union
Gold Trail Union
Golden Hills
Golden Feather Union
Gonzales Union High
Gorman Elementary
Gorman Unified
Grant Elementary
Grant Joint Union High
Grass Valley Elementary
Gravenstein Union Elementary
Grossmont Union High
Guadalupe Union Elementary
Gustine Unified
Grenada Elementary
Guerneville Elementary
Hamilton Union Elementary
Hamilton Union High
Hanford Elementary
Hanford Joint Union High
Happy Valley Union Elementary
Harmony Union Elementary
Hart-Ransom Union Elementary
Hayward Unified
Healdsburg Unified
Hilmar Unified
Holtville Unified
Hornbrook Elementary

Howell Mountain Elementary
Hughes Elizabeth Lakes Union Elem
Hughson Unified
Hughson Union High
Igo, Ono, Platina Union Elementary
Imperial Unified
Indian Diggings Elementary
Indian Springs Elementary
Irvine Unified
Island Union Elementary
Jamestown Elementary
Janesville Union Elementary
John Swett Unified
Johnstonville Elementary
Julian Union High
Junction Elementary (Shasta)
Junction Elementary (Siskiyou)
Kenwood Elementary
Keppel Union Elementary
Kerman Unified
Keyes Union Elementary
King City Joint Union High
Kings Canyon Joint Unified
Kings River Union Elementary
Kings River-Hardwick Union Elem
Kingsburg High
Kingsburg Joint Union Elementary
Kirkwood Elementary
Kit Carson Union
Klamath River Union Elementary
Knightsen Elementary
La Honda Pescadero Unified
Lafayette Elementary
Laguna Salida Union Elementary
Lagunitas Elementary
Lakeport Unified
Lakeside Union Elementary
Lake Tahoe Unified
Lammersville Elementary
Larkspur Elementary
Las Lomas Elementary
Lassen Union High
Laton Joint Unified
Latrobe

Lawndale Elementary
Le Grand Union Elementary
Le Grand Union High
Lemoore Union Elementary
Lemoore Union High
Lewiston Elementary
Liberty Elementary (Petaluma)
Liberty Elementary (Sonoma)
Liberty Union High
Linden Unified
Lindsay Unified
Little Shasta Elementary
Live Oak Unified
Los Alamos Elementary
Los Banos Unified
Los Gatos- Saratoga Jt Union High
Los Molinos Unified
Los Olivos Elementary
Lucia Mar Unified
Lynwood Unified
Magnolia Union Elementary
Mammoth Unified
Manhattan Beach Unified
Marcum-Illinois Union
Mariposa County Unified
Mark West Union
Martinez Unified
Marysville Joint Unified
Maxwell Unified
McCabe Union Elementary
McCloud Union Elementary
McSwain Union Elementary
Mendocino Unified
Meadows Union Elementary
Mendota Unified
Menlo Park City Elementary
Meridian Elementary
Millbrae Elementary
Millville Elementary
Milpitas Unified
Mojave Unified
Monroe Elementary
Monson-Sultana Joint Union Elem
Montague Elementary

Montebello Elementary
Montecito Union Elementary
Monte Rio Union Elementary
Moreland Elementary
Morgan Hill Unified
Morongo Unified
Mother Lode Union Elementary
Mountain Union Elementary
Mt. Diablo Unified
Mt. Shasta Union
Mulberry Elementary
Mupu Elementary
Napa Valley Unified
Novato Unified
Needles Unified
Nevada City
Nevada Joint Union High
Newark Unified
New Jerusalem Elementary
Nicasio Elementary
North County Joint Union
North Cow Creek Elementary
Novato Unified
Oak Grove Union Elementary
Oak Run Elementary
Oakdale Joint Union High
Oakdale Unified
Oakdale Union Elementary
Oakland Unified
Oak View Union Elementary
Ojai Unified
Old Adobe Union Elementary
Orchard
Orcutt Union Elementary
Orinda Union Elementary
Orland Joint Unified
Orland Joint Union Elementary
Orland Joint Union High
Oroville City Elementary
Oroville Union High
Pacheco Union Elementary
Pacific Grove Unified
Pacific Union Elementary
Palermo Union

Palmdale Elementary
Palo Alto Unified
Patterson Unified
Pierce Joint Unified
Piner-Olivet Union Elementary
Pioneer Union Elementary
Pittsburg Unified
Placerville Union Elementary
Plainsburg Union Elementary
Planada Elementary
Pleasant Ridge Union Elementary
Pleasant View Elementary
Plumas Unified
Point Arena Joint Union High
Pollock Pines Elementary
Portola Valley Elementary
Quartz Valley Elementary
Raisin City Elementary
Ravendale Elementary
Ravenswood City Elementary
Ready Springs Union
Red Bluff Union Elementary
Redding Elementary
Redondo Beach Unified
Reed Union Elementary
Reef Sunset Unified
Richfield Elementary
Richgrove Elementary
Richmond Elementary
Rincon Valley Union Elementary
Riverbank Unified
River Delta Unified
Roberts Ferry Union Elementary
Robla Elementary
Rockford Elementary
Roseland Elementary
Ross Valley
Rowland Unified
Sacramento City Unified
Saddleback Valley Unified
San Antonio Union Elementary
San Carlos Elementary
San Bruno Park Elementary
San Juan Union Elementary

San Lorenzo Unified
San Lorenzo Valley Unified
San Lucas Union Elementary
San Mateo-Foster City
San Mateo Union High
San Rafael City Elementary
San Rafael City High
San Ramon Valley Unified
Santa Clara Unified
Santa Cruz City Elementary
Santa Cruz City High
Santa Maria Joint Union High
Santa Maria-Bonita
Santa Paula Elementary
Saratoga Union Elementary
Sausalito Elementary
Sausalito Marin City
Sawyers Bar Elementary
Scotts Valley Unified
Sebastopol Union Elementary
Seeley Union Elementary
Seid Unified
Selma Unified
Sequoia Union High
Shaffer Union Elementary
Shasta Lake Union Elementary
Shasta Union Elementary
Shasta Union High
Sierra-Plumas Joint Unified
Siskiyou Union High
Snowline Joint Unified
Soledad Unified
Somis Union Elementary
Sonora Elementary
Sonora Union
Sonora Union High
Soquel Union Elementary
Soulsbyville Elementary
South Bay Union Elementary
South Pasadena Unified
South San Francisco Unified
Standard Elementary
Stanislaus Union Elementary
Strathmore Union Elementary

Summerville Elementary
Summerville High
Sunol Glen Unified
Surprise Valley Joint Elementary
Susanville
Sutter Union High
Tamalpais Union High
Tehachapi Unified
Temple City Unified
Thermalito Union
Traver Joint Elementary
Tres Pinos Union Elementary
Trinity Union High
Twain Harte-Long Barn Union
Twin Hills Union Elementary
Twin Ridges Elementary
Ukiah Unified
Union Hill Elementary
Visalia Unified
Washington Union Elementary
Washington Union High
Weaver Union Elementary
Weaverville Elementary
Weed Union Elementary
West Contra Costa Unified
West Covina Unified
West Fresno Elementary
Western Placer Unified
Westmorland Union Elementary
Westwood Unified
Whisman Elementary
Whitmore Union Elementary
Williams Unified
Willits Unified
Willow Creek Elementary
Willow Grove Union Elementary
Willows Unified
Wilmar Union Elementary
Winton Elementary
Wiseburn Elementary
Woodland Joint Unified
Woodside Elementary
Wright Elementary
Yreka Union Elementary

Yreka Union High
Yuba City Unified

DEMOGRAPHIC/FACILITY PLANS

Alameda Unified
Banta Elementary
Bellflower Unified
Bellevue Union Elementary
Big Oak Flat-Groveland Unified
Biggs Unified
Big Valley Joint Unified
Black Oak Mine Unified
Brawley Elementary
Brawley Union High
Brittan Elementary
Calistoga Joint Unified
Chico Unified
Columbia Elementary
Corning Union Elementary
Delano Union Elementary
Dos Palos Oro-Loma Joint Unified
Dublin Unified
Edison Elementary
Esparto Unified
Firebaugh-Las Deltas Unified
Fort Bragg Unified
Fort Sage Unified
Galt Joint Union High
Gateway Unified
Glenn County Office of Education
Golden Plains Unified
Hamilton Union Elementary
Hamilton Union High
Happy Valley Union Elementary
Hart-Ransom Union Elementary
Hayward Unified
Healdsburg Unified
Imperial Unified
Irvine Unified
Jamestown Elementary
Janesville Union
John Swett Unified
Johnstonville Elementary

Kerman Unified
Kings River Union Elementary
Kingsburg Joint Union High
Lassen High
Le Grand Union High
Los Banos Unified
Mariposa County Unified
Mark West Union
Martinez Unified
Moraga Elementary
Morgan Hill Unified
Mountain View Whisman
Napa Valley Unified
Norwalk-La Mirada Unified
North Monterey County Unified
Oakdale Unified
Oakdale Joint Unified
Orcutt Union Elementary
Orland Joint Unified
Pacheco Union Elementary
Patterson Unified
Pierce Unified
Plumas Unified
Redondo Beach Unified
Richmond Elementary
Rincon Valley Union Elementary
Riverbank Unified
Robla Elementary
Roseland Elementary
Ross Valley Elementary
Saddleback Valley Unified
Saint Helena Unified
San Carlos Elementary
San Ramon Valley Unified
West Contra Costa Unified
West Covina Unified
West Fresno Elementary
Western Placer Unified
Westmorland Union Elementary
Westwood Unified
Whisman Elementary
Whitmore Union Elementary
Williams Unified
Willits Unified

Willow Creek Elementary
Willow Grove Union Elementary
Willows Unified
Wilmar Union Elementary
Winton Elementary
Wisburn Elementary
Woodland Joint Unified
Woodside Elementary
Wright Elementary
Yreka Union Elementary
Yreka Union High
Yuba City Unified

REDEVELOPMENT ANALYSIS

Alameda City Unified
Calaveras Unified
Ceres Unified
Delano Union Elementary
Franklin-McKinley Elementary
Long Beach Unified
Lucia Mar Unified
Oakland Unified
Riverbank Unified
Sacramento City Unified
Southwest
Santa Rosa Schools
Tehachapi Unified
Waterford Unified
West Contra Costa Unified
Winters Joint Unified

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.3 Developer Fee Justification Study Contract

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract to complete a Developer Fee Justification Study with Jack Schreder and Associates.

BACKGROUND: Jack Schreder and Associates has submitted a proposal to complete a Developer Fee Justification Study on behalf of the District. School districts that collect developer fees are required to update their fee justification study every five years. Black Oak Mine USD last updated its developer fee justification study in 2014.



Jack Schreder & Associates, Inc.
School Facilities

2230 K Street (916) 441-0986
Sacramento, CA FAX 441-3048
95816-4923 www.jschreder.com

December 17, 2018

Sid Albaugh
Chief Business Official
Black Oak Mine Unified School District
6540 Wentworth Springs Rd.
Georgetown, CA 95634

Dear Sid:

Enclosed is a proposal/agreement to prepare a Developer Fee Justification Study for Black Oak Mine Unified School District. The enclosed proposal/agreement provides our scope of work, price quotation and references. If you decide to retain our services, please sign the signature page and return to our office.

Jack Schreder & Associates, Inc. is an established and recognized educational consulting firm with a proven record in the successful completion of demographic and developer fee studies. For the past thirty years, Jack Schreder & Associates, Inc. has worked with districts throughout California to obtain construction and modernization funds, prepare long-range facility studies and implement local independent (bond) funding programs. The districts for which we have provided services represent a wide cross section of California school districts. Within the last several years we have successfully completed over 425 demographic and developer fee studies.

We would welcome the opportunity to utilize our experience to assist the District in meeting its needs. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'J Schreder', written in a cursive, flowing style.

Jack Schreder

Enclosures

**PROPOSAL/AGREEMENT TO PREPARE
DEVELOPER FEE JUSTIFICATION STUDY
for
BLACK OAK MINE UNIFIED SCHOOL DISTRICT**

Prepared by:

Jack Schreder & Associates, Inc.
2230 K Street
Sacramento, California 95816
(916) 441-0986

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PURPOSE OF PROJECT

The objective of this project is to determine if a reasonable relationship exists between new residential, commercial, and industrial development and the need for new and/or reconstructed school facilities in the Black Oak Mine Unified School District. The study will be documented to provide the District with the justification necessary to levy developer fees as authorized by Education Code Section 17620. The report will comply with any new legislative requirements to date, including SB 1693 and AB 3081 requirements.

PROJECT METHODOLOGY

The project that Jack Schreder & Associates, Inc. is proposing will be comprised of the following separate components:

- Component A:** Projection of the residential, commercial, and industrial development.
- Component B:** Identification of student yield factors for residential, commercial, and industrial development.
- Component C:** Generation of enrollment projections based on natural growth and new residential development.
- Component D:** Identification of existing facility capacity, facility needs, and facility costs based on enrollment projections. Class size reduction implementation may affect District capacity.
- Component E:** Preparation of documentation in compliance with current developer fee law.

COMPONENT A

In order to identify the projected student impact of residential, commercial, and industrial development, it is necessary to assess the impact of development. This component of the study will identify the level of future residential, commercial, and industrial development anticipated to occur in the District.

As required to justify developer fees, the specific steps in this component are:

- Identify approved and tentative development projects on file with the county and city planning departments where applicable.
- Identify development potential for vacant and under-developed land.
- Identify city building densities, current zoning, and master plan designations to establish build-out potentials.
- Provide development projections for single family residential and multiple family residential development. Provide projections of commercial and industrial development by category.
- Determine the development impact on the District when pre-existing dwelling units are demolished and replaced by reconstructed dwelling units as it occurs within the District boundaries.
- Project fee revenues for residential, commercial and industrial based on the current maximum fee.

District responsibility: Provide information regarding current and future projected residential development known to the District.

COMPONENT B

State default student yields will be utilized or student generation rates (SGR's) will be calculated to project the student impact of future development. The commercial/industrial SGR's will address employee generation factors, as provided by the San Diego Traffic Generation documentation (17621(e)(1)(B)).

COMPONENT C

Enrollment projections for the District will be provided which are based on the levels of new residential development identified in Component A and the SGR's identified in Component B. The enrollment projections will utilize a cohort survival methodology and proposed residential development where applicable.

District responsibility: Provide demographic information, including CBEDS enrollment for the current school year. Enrollments must be provided by grade level.

COMPONENT D

Once the enrollment projections are established, the District's ability to house future enrollments will be analyzed. The capacity of the District facility will be identified and future enrollments will be "loaded" into the facilities to determine if, and when, the capacity at each grade level organization will be exceeded. The effects of class size reduction program implementation will be determined. Costs for providing new facilities will be provided on a per dwelling unit, per student, and per square foot basis.

In addition to establishing the District's future facility needs and costs, the available facility funding sources will be identified.

District responsibility: Provide a schematic fire drill map or SP1A of each District site, including any closed or unused sites. The schematic should include current class use, District loading policy, and any limitation to housing additional students (classroom use or school site size.) Portable classrooms must be identified for each site, including use, and ownership; if they are leased, terms of lease must be provided.

COMPONENT E

The information and conclusions identified in Components A through D will be included in a report to be delivered to the District upon completion of the project. The report will comply with the requirements of Education Code Section 17620.

CONSULTING FEES

Jack Schreder & Associates, Inc. will provide a digital (PDF) draft copy of the report for district review. After the report is finalized, a digital (PDF) final report will be provided to the district. Upon request, bound hard copies will be provided to the district. Jack Schreder & Associates, Inc. will provide step-by-step instructions to implement the fees. Model resolutions and Board policies for the public hearing process and the establishment of developer fees will also be provided.

<u>Black Oak Mine Unified School District</u>	<u>Price</u>
Developer Fee Justification Study	\$3,875

Note: Education Code Section 17620(a)(5) provides that developer fee revenues may be used to pay for the cost of preparing developer fee justification documentation.

As a courtesy at no cost to the District, Jack Schreder & Associates, Inc. will provide a template for your District's 5-year plan as required by Government Code Sections 66006 and 66001. This plan is updated each year and must be available for public review by December 26th (180 days after close of previous fiscal year).

Upon the District's request, Jack Schreder & Associates, Inc. will assist the District with completing the plan. The cost for such assistance is \$165/hour, not to exceed 16 hours.

Additional Considerations

- The quoted price does not include attendance at the Board meeting when the report is presented; this is an additional optional cost for the District.
- Visitations to the district following the completion of the draft will be reimbursed to the Consultant in the amount of \$165 an hour including travel time.
- Reproduction costs for bound hard copies of the final report will be reimbursed to the Consultant.
- Express mail expenses will be documented and reimbursed to the Consultant.

TIME SCHEDULE

The draft report which will include baseline data regarding District capacity, student yield information, classroom loading policies and class size reduction will be determined within 60 days of a signed agreement and receipt of requested information. The final report will be completed 15 days after receipt of the final draft from the District.

This agreement is between the Black Oak Mine Unified School District and Jack Schreder & Associates, Inc.



Sid Albaugh
Chief Business Official
Black Oak Mine Unified School
District

12-18-18

Date



Jack Schreder
Jack Schreder & Associates, Inc.

December 17, 2018

Date

PROFESSIONAL QUALIFICATIONS

Dr. Jack S. Schreder
President

As a Government Relations and School Facilities Consultant for the past thirty years, Dr. Schreder has used his expertise to assist school districts with their facility and financial concerns. Dr. Schreder's knowledge of educational facilities and finance has been augmented by his experience working within various California school districts. As a former president of the Associates of California School Administrators (ACSA Region 1), former lobbyist for ACSA, San Diego City Schools, and several private entities, he has developed the skills necessary to develop a process which results in meaningful solutions to resolving impact issues.

Dr. Schreder is a graduate of Stanford University (Ph.D. - Education and Business), San Francisco State University (M.A. - School Administration) and Michigan State University (B.A. Economics).

Kristen G. Schreder
President, School Facilities Division

Kristen Schreder is a specialist on issues relating to State Allocation Board regulations and the Office of Public School Construction policies. She represents over eighty school districts on matters related to the LeRoy Greene School Facility Program. She is an experienced lobbyist in both Louisiana and California.

Ms. Schreder is an honors graduate of Chico State University (Social Science, 1978) and is a graduate of the National Center for Paralegal Training, Atlanta, Georgia, 1982.

Cheryl A. King
Senior Associate

Ms. King has worked extensively with school districts throughout Illinois, Michigan, Colorado and California for over 20 years. Her diverse career includes teaching at both the secondary and university level and developing curriculum and outreach programs at both levels. She also administered programs as an Administrative Assistant for the Michigan Department of Education where she worked in conjunction with 20 school districts statewide to obtain state funding for projects in their districts, including follow-up evaluation procedures.

Her work in California includes extensive grant writing, development and management of programs countywide for Butte County, consultant work with

various school districts and Director of a State Local Partnership Program for the California Arts Council. Ms. King has also worked in the areas of legislative analysis and educational law as a legal assistant in the Sacramento area.

Elona Cunningham
Senior Associate

Ms. Cunningham received her BS in Business Administration with a Minor in Spanish from Menlo College and her English/Spanish Bilingual Multiple Subject Teaching Credential from the University of San Francisco. Her work experience includes five years as a bilingual elementary school teacher in California. Before joining Jack Schreder and Associates in 1997, Ms. Cunningham worked at the corporate offices of J. Crew in New York and the Gap in San Francisco.

Ms. Cunningham has over 14 years of experience in the school facility arena. Her experience includes all areas of school facility planning while specializing in securing facilities funding for school districts throughout the State of California. In order to maximize State funding, district's needs are evaluated and all available facility funding options are considered to maximize funding. Over the course of 14 years she has secured facilities funding for over 100 school districts totaling in excess of \$1 billion in facility funding. In order to secure facility funding, regular interaction with relevant State agencies is critical. Through regular communication and a presence in Sacramento, Ms. Cunningham has developed strong relationships with the Department of the State Architect, California Department of Education, and the Office of Public School Construction.

In addition, Ms. Cunningham prepares Level I Developer Fee Justification Studies and Level II School Facility Needs Assessments to assist with the impact of additional students generated from development projects.

Tamara Caspar
Associate

Ms. Caspar joined our firm in 1998. Ms. Caspar is responsible for tracking and assisting districts with determining new construction and modernization eligibility. Ms. Caspar serves as a liaison between school districts, architects, and State agencies to secure funding for eligible projects in a timely manner.

Jamie M. Iseman

GIS Director

Ms. Iseman received her B.S. in Geography from California State University, Sacramento and her M.S. in Geography with an emphasis in Demographics and Planning from the University of South Carolina. Ms. Iseman worked as a GIS Analyst with the State Department of Health and Environmental Control while in South Carolina and also served as a research assistant for the South Carolina Geographic Alliance, developing computer programs to assist the teaching of Geography to K-12 students.

Since 2001 she has been utilizing Geographic Information Systems (GIS), a powerful computer mapping tool, in the preparation of Demographic Analyses and Master Plans for over 18 California school districts to assist them in analyzing current and historic student populations, the migration of students and community populations, optimizing attendance boundaries, consolidation of current schools, location of new schools, and other geographic area specific analyses for long range planning. She works closely with District staff and oversight committees to develop specific criteria for optimizing current and future facility usage.

Evelyn Shafer Associate

Ms. Shafer has worked in the School Facility Program since 1999 preparing SFP applications for all programs and working closely with districts to maximize funding opportunities. She also prepares Level I and Level II studies.

CLIENT LIST

Jack Schreder & Associates, Inc. has worked with the following districts:

FACILITY FUNDING/ CLASS SIZE REDUCTION

ABC
Alhambra City Elementary
Alpaugh Unified
Antioch Unified
Archoe Union Elementary
Apple Valley Unified
Aromas-San Juan Unified
Banta Elementary
Bayshore Elementary
Bear Valley Unified
Bellevue Union
Benicia Unified
Berkeley Unified
Biggs Unified
Big Lagoon
Big Pine Unified
Bishop
Brawley Union Elementary
Brawley Union High
Buckeye Elementary
Burbank Unified
Butte Valley Unified
Cabrillo Unified
Calistoga Joint Unified
Canyon Elementary
Caruthers Union Elementary
Central Union High
Ceres Unified
Chatom Union Elementary
Cloverdale Unified
Coarsegold Union
Colusa Unified
Corcoran Joint Unified
Corning Union Elementary
Delano Union Elementary
Dos Palos Joint Union Elementary
Eastern Sierra Unified

Empire Union
Enterprise Elementary
Escondido Union Elementary
Etna Union High
Fairfax Elementary
Fillmore
Firebaugh-Las Deltas Unified
Forestville Union Elementary
Fort Bragg Unified
Galt High
Gateway Unified
Gonzales Union High
Grant Elementary
Grass Valley Elementary
Greenfield Union Elementary
Hamilton Union High
Hart-Ransom Union
Holtville Unified
Hughson Union High
Igo-Ono-Platina Union Elementary
Imperial Unified
Janesville Union
John Swett Unified
Johnstonville Elementary
Kenwood Elementary
Keppel Union
Kerman Unified
Kings Canyon Joint Unified
King City Joint Union High
King City Union Elementary
Lassen High
Laytonville Unified
Le Grand Elementary
Lewiston Elementary
Liberty Elementary
Linden Unified
Live Oak Unified
Lone Pine Unified
Los Banos Unified
Los Molinos Unified

Mammoth Unified
Manzanita Elementary
Marysville Joint Unified
McSwain Union Elementary
Merced City Elementary
Middletown Unified
Mt. Diablo Unified
Monson-Sultana Joint Union Elem
Moreno Valley Unified
Morgan Hill Unified
Mother Lode Union Elementary
Napa Valley Unified
National
Newark Unified
North County Joint Union
Elementary
Oak Grove Union Elementary
Oakdale Joint Union High
Oakdale Union Elementary
Oakland Unified
Orange Unified
Orcutt Union Elementary
Orick Elementary
Orland Joint Union Elementary
Orland Joint Union High
Palo Alto Unified
Patterson Joint Unified
Pierce Joint Unified
Planada Elementary
Pleasant Ridge Union Elementary
Plumas Unified
Poway Unified
Ready Springs Union
Red Bluff Union Elementary
Reef-Sunset Unified
Red Bluff Union High
Redding Elementary
Rescue Union Elementary
Richmond Elementary
Rincon Valley Union Elementary
River Delta Unified
Riverbank Unified
Roseland Elementary
Roseville Joint Union High
Ross Valley Elementary

Saddleback Valley Unified
San Benito High
San Bruno Park Elementary
San Gabriel Unified
San Lorenzo Unified
Santa Paula Elementary
Santa Rosa Elementary
Santa Rosa High
Scotts Valley Unified
Selma Unified
Sequoia High
Shaffer Union
Shasta Union Elementary
Shasta Union High
Shoreline Unified
Sierra-Plumas Joint Unified
Sonora Union High
Soquel Union Elementary
Southern Kern Unified
Surprise Valley Joint Unified
Susanville
Sylvan Union Elementary
Tahoe Truckee Unified
Tulelake Basin Joint Unified
Tustin Unified
Ukiah Unified
Victor Elementary
Vista Unified
Washington Unified
Waterford Elementary
Weaver Union
Weed Union Elementary
West Side Union Elementary
Western Placer Unified
Williams Unified
Willits Unified
Winters Joint Unified
Winton Elementary
Woodland Joint Unified
Wright Elementary
Yucaipa-Calimesa Joint Unified

DEVELOPER FEE STUDIES/YIELD
STUDIES

Alameda City Unified
Allensworth Elementary
Alexander Valley Union Elementary
Alpaugh Unified
Alta-Dutch Flat Union Elementary
Alview – Dairyland Union Elem.
Alvina Elementary
Analy Union High
Anderson Union High
Anderson Valley Unified
Antelope Valley Union High
Apple Valley Unified
Arcadia Unified
Arcohe Union Elementary
Arena Union Elementary
Armona Union Elementary
Aromas-San Juan Unified
Atascadero Unified
Atwater Elementary
Bangor Union Elementary
Banta Elementary
Bass Elementary
Bear Valley Unified
Bella Vista Elementary
Bellevue Elementary
Bellevue Union Elementary
Bellflower Unified
Belmont-Redwood Shores
Elementary
Benicia Unified
Bennett Valley Union Elementary
Beverly Hills Unified
Big Lagoon Union Elementary
Big Oak Flat-Groveland Unified
Big Pine Unified
Big Springs Union Elementary
Biggs Unified
Big Valley Joint Unified
Bishop Union Elementary
Bishop Joint Union High
Black Butte Union Elementary
Black Oak Mine Unified
Blue Lake Union Elementary
Bogus Elementary
Bonny Doon Union Elementary

Bradley Union
Brawley Union Elementary
Brawley Union High
Briggs Elementary
Brittan Elementary
Browns Elementary
Buckeye Elementary
Buellton Union Elementary
Burbank Unified
Butte Valley Unified
Burlingame Elementary
Butteville Union Elementary
Cabrillo Unified
Cajon Valley Union Elementary
Calexico Unified
Calipatria Unified
Calistoga Joint Unified
Cambrian Elementary
Camino Union Elementary
Camptonville Elementary
Canyon Union Elementary
Capay Joint Unified
Caruthers Unified
Caruthers Union Elementary
Caruthers Union High
Cascade Union Elementary
Castle Rock Union Elementary
Castro Valley Unified
Central Union Elementary
Central Union High
Ceres Unified
Charter Oak Unified
Chicago Park Elementary
Chinese Camp Elementary
Chowchilla Union High
Chualar Union Elementary
Cinnabar Elementary
Clay Joint Elementary
Clear Creek Elementary
Cloverdale Unified
Coffee Creek Elementary
Cold Spring Elementary
Columbia Elementary
Columbia Union
Colusa Unified

Corcoran Joint Unified
Cotati-Rohnert Park Unified
Cottonwood Union Elementary
Culver City Unified
Curtis Creek Elementary
Covina Valley Unified
Delano Joint Union High
Delano Union Elementary
Delphic Elementary
Delta Island Union Elementary
Delta View Joint Union Elementary
Denair Unified
Dinuba Unified
Dos Palos Oro- Loma Joint Union
Dublin Unified
Ducor Union Elementary
Dunsmuir Elementary
Dunsmuir Joint Union High
Durham Unified
East Nicolaus Joint Union High
El Centro Elementary
El Dorado Union High
Emery Unified
Enterprise Elementary
Esparto Unified
Etna Union High
Eureka City Elementary
Exeter Union Elementary
Exeter Union High
Fallbrook Union Elementary
Fall River Joint Unified
Feather Falls Union
Ferndale Unified
Fillmore Unified
Firebaugh-Las Deltas Unified
Flournoy Union Elementary
Fontana Unified
Forestville Union Elementary
Forks of Salmon Elementary
Fort Bragg Unified
Fort Ross Elementary
Fort Sage Unified
Fortuna Union Elementary
Franklin Elementary
French Gulch-Whiskeytown Elem

Galt Joint Union High
Gateway Unified
Gazelle Union Elementary
Gold Oak Union
Gold Trail Union
Golden Hills
Golden Feather Union
Gonzales Union High
Gorman Elementary
Gorman Unified
Grant Elementary
Grant Joint Union High
Grass Valley Elementary
Gravenstein Union Elementary
Grossmont Union High
Guadalupe Union Elementary
Gustine Unified
Grenada Elementary
Guerneville Elementary
Hamilton Union Elementary
Hamilton Union High
Hanford Elementary
Hanford Joint Union High
Happy Valley Union Elementary
Harmony Union Elementary
Hart-Ransom Union Elementary
Hayward Unified
Healdsburg Unified
Hilmar Unified
Holtville Unified
Hornbrook Elementary
Howell Mountain Elementary
Hughes Elizabeth Lakes Union Elem
Hughson Unified
Hughson Union High
Igo, Ono, Platina Union Elementary
Imperial Unified
Indian Diggings Elementary
Indian Springs Elementary
Irvine Unified
Island Union Elementary
Jamestown Elementary
Janesville Union Elementary
John Swett Unified
Johnstonville Elementary

Julian Union High
Junction Elementary (Shasta)
Junction Elementary (Siskiyou)
Kenwood Elementary
Keppel Union Elementary
Kerman Unified
Keyes Union Elementary
King City Joint Union High
Kings Canyon Joint Unified
Kings River Union Elementary
Kings River-Hardwick Union Elem
Kingsburg High
Kingsburg Joint Union Elementary
Kirkwood Elementary
Kit Carson Union
Klamath River Union Elementary
Knightsen Elementary
La Honda Pescadero Unified
Lafayette Elementary
Laguna Salida Union Elementary
Lagunitas Elementary
Lakeport Unified
Lakeside Union Elementary
Lake Tahoe Unified
Lammersville Elementary
Larkspur Elementary
Las Lomas Elementary
Lassen Union High
Laton Joint Unified
Latrobe
Lawndale Elementary
Le Grand Union Elementary
Le Grand Union High
Lemoore Union Elementary
Lemoore Union High
Lewiston Elementary
Liberty Elementary (Petaluma)
Liberty Elementary (Sonoma)
Liberty Union High
Linden Unified
Lindsay Unified
Little Shasta Elementary
Live Oak Unified
Los Alamos Elementary
Los Banos Unified

Los Gatos- Saratoga Jt Union High
Los Molinos Unified
Los Olivos Elementary
Lucia Mar Unified
Lynwood Unified
Magnolia Union Elementary
Mammoth Unified
Manhattan Beach Unified
Marcum-Illinois Union
Mariposa County Unified
Mark West Union
Martinez Unified
Marysville Joint Unified
Maxwell Unified
McCabe Union Elementary
McCloud Union Elementary
McSwain Union Elementary
Mendocino Unified
Meadows Union Elementary
Mendota Unified
Menlo Park City Elementary
Meridian Elementary
Millbrae Elementary
Millville Elementary
Milpitas Unified
Mojave Unified
Monroe Elementary
Monson-Sultana Joint Union Elem
Montague Elementary
Montebello Elementary
Montecito Union Elementary
Monte Rio Union Elementary
Moreland Elementary
Morgan Hill Unified
Morongo Unified
Mother Lode Union Elementary
Mountain Union Elementary
Mt. Diablo Unified
Mt. Shasta Union
Mulberry Elementary
Mupu Elementary
Napa Valley Unified
Novato Unified
Needles Unified
Nevada City

Nevada Joint Union High
Newark Unified
New Jerusalem Elementary
Nicasio Elementary
North County Joint Union
North Cow Creek Elementary
Novato Unified
Oak Grove Union Elementary
Oak Run Elementary
Oakdale Joint Union High
Oakdale Unified
Oakdale Union Elementary
Oakland Unified
Oak View Union Elementary
Ojai Unified
Old Adobe Union Elementary
Orchard
Orcutt Union Elementary
Orinda Union Elementary
Orland Joint Unified
Orland Joint Union Elementary
Orland Joint Union High
Oroville City Elementary
Oroville Union High
Pacheco Union Elementary
Pacific Grove Unified
Pacific Union Elementary
Palermo Union
Palmdale Elementary
Palo Alto Unified
Patterson Unified
Pierce Joint Unified
Piner-Olivet Union Elementary
Pioneer Union Elementary
Pittsburg Unified
Placerville Union Elementary
Plainsburg Union Elementary
Planada Elementary
Pleasant Ridge Union Elementary
Pleasant View Elementary
Plumas Unified
Point Arena Joint Union High
Pollock Pines Elementary
Portola Valley Elementary
Quartz Valley Elementary

Raisin City Elementary
Ravendale Elementary
Ravenswood City Elementary
Ready Springs Union
Red Bluff Union Elementary
Redding Elementary
Redondo Beach Unified
Reed Union Elementary
Reef Sunset Unified
Richfield Elementary
Richgrove Elementary
Richmond Elementary
Rincon Valley Union Elementary
Riverbank Unified
River Delta Unified
Roberts Ferry Union Elementary
Robla Elementary
Rockford Elementary
Roseland Elementary
Ross Valley
Rowland Unified
Sacramento City Unified
Saddleback Valley Unified
San Antonio Union Elementary
San Carlos Elementary
San Bruno Park Elementary
San Juan Union Elementary
San Lorenzo Unified
San Lorenzo Valley Unified
San Lucas Union Elementary
San Mateo-Foster City
San Mateo Union High
San Rafael City Elementary
San Rafael City High
San Ramon Valley Unified
Santa Clara Unified
Santa Cruz City Elementary
Santa Cruz City High
Santa Maria Joint Union High
Santa Maria-Bonita
Santa Paula Elementary
Saratoga Union Elementary
Sausalito Elementary
Sausalito Marin City
Sawyers Bar Elementary

Scotts Valley Unified
Sebastopol Union Elementary
Seeley Union Elementary
Seid Unified
Selma Unified
Sequoia Union High
Shaffer Union Elementary
Shasta Lake Union Elementary
Shasta Union Elementary
Shasta Union High
Sierra-Plumas Joint Unified
Siskiyou Union High
Snowline Joint Unified
Soledad Unified
Somis Union Elementary
Sonora Elementary
Sonora Union
Sonora Union High
Soquel Union Elementary
Soulsbyville Elementary
South Bay Union Elementary
South Pasadena Unified
South San Francisco Unified
Standard Elementary
Stanislaus Union Elementary
Strathmore Union Elementary
Summerville Elementary
Summerville High
Sunol Glen Unified
Surprise Valley Joint Elementary
Susanville
Sutter Union High
Tamalpais Union High
Tehachapi Unified
Temple City Unified
Thermalito Union
Traver Joint Elementary
Tres Pinos Union Elementary
Trinity Union High
Twain Harte-Long Barn Union
Twin Hills Union Elementary
Twin Ridges Elementary
Ukiah Unified
Union Hill Elementary
Visalia Unified

Washington Union Elementary
Washington Union High
Weaver Union Elementary
Weaverville Elementary
Weed Union Elementary
West Contra Costa Unified
West Covina Unified
West Fresno Elementary
Western Placer Unified
Westmorland Union Elementary
Westwood Unified
Whisman Elementary
Whitmore Union Elementary
Williams Unified
Willits Unified
Willow Creek Elementary
Willow Grove Union Elementary
Willows Unified
Wilmar Union Elementary
Winton Elementary
Wiseburn Elementary
Woodland Joint Unified
Woodside Elementary
Wright Elementary
Yreka Union Elementary
Yreka Union High
Yuba City Unified

DEMOGRAPHIC/FACILITY PLANS

Alameda Unified
Banta Elementary
Bellflower Unified
Bellevue Union Elementary
Big Oak Flat-Groveland Unified
Biggs Unified
Big Valley Joint Unified
Black Oak Mine Unified
Brawley Elementary
Brawley Union High
Brittan Elementary
Calistoga Joint Unified
Chico Unified
Columbia Elementary
Corning Union Elementary

Delano Union Elementary
Dos Palos Oro-Loma Joint Unified
Dublin Unified
Edison Elementary
Esparto Unified
Firebaugh-Las Deltas Unified
Fort Bragg Unified
Fort Sage Unified
Galt Joint Union High
Gateway Unified
Glenn County Office of Education
Golden Plains Unified
Hamilton Union Elementary
Hamilton Union High
Happy Valley Union Elementary
Hart-Ransom Union Elementary
Hayward Unified
Healdsburg Unified
Imperial Unified
Irvine Unified
Jamestown Elementary
Janesville Union
John Swett Unified
Johnstonville Elementary
Kerman Unified
Kings River Union Elementary
Kingsburg Joint Union High
Lassen High
Le Grand Union High
Los Banos Unified
Mariposa County Unified
Mark West Union
Martinez Unified
Moraga Elementary
Morgan Hill Unified
Mountain View Whisman
Napa Valley Unified
Norwalk-La Mirada Unified
North Monterey County Unified
Oakdale Unified
Oakdale Joint Unified
Orcutt Union Elementary
Orland Joint Unified
Pacheco Union Elementary
Patterson Unified

Pierce Unified
Plumas Unified
Redondo Beach Unified
Richmond Elementary
Rincon Valley Union Elementary
Riverbank Unified
Robla Elementary
Roseland Elementary
Ross Valley Elementary
Saddleback Valley Unified
Saint Helena Unified
San Carlos Elementary
San Ramon Valley Unified
West Contra Costa Unified
West Covina Unified
West Fresno Elementary
Western Placer Unified
Westmorland Union Elementary
Westwood Unified
Whisman Elementary
Whitmore Union Elementary
Williams Unified
Willits Unified
Willow Creek Elementary
Willow Grove Union Elementary
Willows Unified
Wilmar Union Elementary
Winton Elementary
Wiseburn Elementary
Woodland Joint Unified
Woodside Elementary
Wright Elementary
Yreka Union Elementary
Yreka Union High
Yuba City Unified

REDEVELOPMENT ANALYSIS

Alameda City Unified
Calaveras Unified
Ceres Unified
Delano Union Elementary
Franklin-McKinley Elementary
Long Beach Unified

Lucia Mar Unified
Oakland Unified
Riverbank Unified
Sacramento City Unified
Southwest
Santa Rosa Schools
Tehachapi Unified
Waterford Unified
West Contra Costa Unified
Winters Joint Unified

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.4 Ray Morgan Company and Canon Copier and Print Maintenance Lease Agreement

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees approve the lease contract for Copiers and Print Maintenance with Ray Morgan Company and Canon Copiers.

BACKGROUND: The Ray Morgan Company has provided copier and print maintenance services to Black Oak Mine USD through a lease scheduled to end in 2019. By obtaining competitive pricing and utilizing a piggyback contract (Shasta County), the District was able to renew the copier lease contract with Ray Morgan Company and save over \$6,000 annually.



State & Local Government Value Rental Lease Agreement

Ray Morgan Company

APPLICATION NO.

AGREEMENT NO.

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Ray A. Morgan Company.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, and checkboxes for See the attached Schedule A and See the attached Billing Schedule.

Table with 4 columns: Description, Amount, Unit, and Rate. Rows include Payments* of \$, Payment includes (B&W Images, Color Images, Scans), and Overage rates.

Please check one: Meter Readings verified: [] Monthly [] Quarterly [] Other: (If nothing is selected, then Quarterly will be your Meter Reading option.)

OWNER ACCEPTANCE

Form with fields for OWNER (Ray A. Morgan Company), SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

Form with fields for CUSTOMER (Black Oak Mine Unified School District), SIGNATURE, TITLE, DATED, and PRINT NAME (Sid Albaugh).

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory.

Form with fields for CUSTOMER (as referenced above), SIGNATURE, TITLE, and DATE OF DELIVERY.

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. AGREEMENT: You agree to rent from us for essential governmental purposes only... 2. REPRESENTATIONS AND WARRANTIES: CUSTOMER: You hereby represent and warrant that... 3. RENT, TAXES AND FEES: Subject to paragraph 4, you will pay the monthly Payment (as adjusted) when due...

4. **NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

5. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; free and clear of all liens and claims; and only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return (and all expenses associated with its removal), including but not limited to hard drives, disk drives or any other form of memory. We own the Equipment, excluding any Financed Items. We do not own the Financed Items and cannot transfer any interest in it to you. If this Agreement is deemed to be a secured transaction, to the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a UCC financing statement.

6. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment, with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us and to include us as additional insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the start of this Agreement and thereafter upon our written request and to provide us with 10 days advance written notice of any modification or cancellation of your insurance policy(s); (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the start of this Agreement, we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the we place insurance on the Equipment independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to 0.035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late, or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

9. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

10. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. You waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time.

11. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

12. **LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner and developer as defined by the Manufacturer's Published Yield per Container. Additional toner will be billed separately. Paper, media, staples and clear toner, if any is required by your particular equipment model, must be separately purchased by the customer. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. Customer has been informed that a surge protector is recommended to protect their electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through Ray A. Morgan Company. Customer responsible for providing manufacturer recommended adequate power supply. Check one of the following: purchased Has existing Declined and will be responsible for damage caused by not having a surge protector.

14. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the maintenance and supplies portion of the Payment and the per image charge over the base minimum by a minimum of 5% over the charges of the previous year. In addition, we may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions. If the supplier is providing maintenance and supplies to you for equipment that is not leased from us, but the charges for such maintenance and supplies are included in this Agreement, you agree that if you retire, replace and/or add new non-leased equipment to the Agreement, you grant us the ability to reflect these additions or deletions of said non-leased equipment to the Agreement and your payments under this Agreement may be adjusted accordingly.

15. **UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE/SCAN VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**

16. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

17. **CALIFORNIA JUDICIAL REFERENCE AGREEMENT:** The parties agree that any and all disputes, claims and controversies arising out of this Agreement (including, but not limited to, actions arising in contract or tort and any claims by a party against us related in any way to the financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Section in lieu of the jury trial waiver(s) otherwise provided in this Agreement.

Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or practice law in the State of California with at least ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party or parties, then the 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party or parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b). The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

Nothing in this Section shall be deemed to apply to or limit our rights (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against us (including actions in bankruptcy court). We may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, any before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in this Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Agreement for judicial reference of any Dispute.

If a Dispute includes multiple claims, some of which are found not subject to this Section, the parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Section until all other Disputes or parts thereof are resolved in accordance with this Section. If there are Disputes by or against multiple parties, some of which are not subject to this Section, the parties shall sever the Disputes subject to this Section and resolve them in accordance with this Section. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Section, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Section. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee. In the event of any challenge to the legality or enforceability of this Section, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith. THIS SECTION CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

RMC Ray Morgan Company

This Equipment Schedule A is to be attached to and become part of the item description for the Agreement. Dated _____ by and between the undersigned and Ray Morgan Company

EQUIPMENT INFORMATION						
Model #	Serial #	Ownership	Location	Address	City	Zip
Canon IRA6555i		Lessor	American River	6620 Wentworth Springs Rd	Georgetown	95634
Canon IRA6555i		Lessor	DO (Wentworth Springs)	6540 Wentworth Springs Rd	Georgetown	95634
Canon IRA6565i		Lessor	Golden Sierra HS	5101 Garden Valley Rd	Georgetown	95633
Canon IRA6565i		Lessor	Golden Sierra HS	5101 Garden Valley Rd	Georgetown	95633
Canon IRA6565i		Lessor	Northside School	860 Cave Valley Rd	Cool	95614
Canon IR1730	QGF07251	Customer	Georgetown School	6530 Wentworth Springs Rd	Georgetown	95634
Canon IR4045	HRN04413	Customer	Georgetown School	6530 Wentworth Springs Rd	Georgetown	95634
Canon IR1730	QGF07252	Customer	American River	6620 Wentworth Springs Rd	Georgetown	95634
Canon IR6265	NML06115	Customer	Golden Sierra HS	5101 Garden Valley Rd	Georgetown	95633
Canon IR1730	QGF07308	Customer	Golden Sierra HS	5101 Garden Valley Rd	Georgetown	95633
Canon IR2525	FRU96047	Customer	Northside School	860 Cave Valley Rd	Cool	95614
Canon IR4225	QHJ05835	Customer	Otter Creek School	4701 Volcanoville Rd	Georgetown	95634
Canon IR2525	FRU96209	Customer	Independent Study	4405 Hwy 193 Ste A	Greenwood	95635

CUSTOMER ACCEPTANCE

This Equipment Schedule A is hereby Verified as correct by the undersigned Lessee, who acknowledges receipt of a copy:

Dated: 12-3-18 Customer: Black Oak Mine Unified School District Signature: 

Title: CBO Print Name: Sid Albough

Dated: _____ Customer: Black Oak Mine Unified School District Signature: _____

Title: _____ Print Name: _____

TO WHOM IT MAY CONCERN:


THIS SIGNED STATEMENT RELEASES ALL INTEREST PERSONAL OR OTHERWISE IN THE EQUIPMENT DESCRIBED BELOW.

Today's Date: 11/29/18 Customer Name: Black Oak Mine USD

Full Address: 6540 Wentworth Springs
Georgetown, CA 95634

Make/Model	Serial number	Location #	Location name	Address
Canon IR6265	NML06126	5303338355	Northside School	860 Cave Valley Rd, Cool
Canon IR6265	NML05511	5303338330	Golden Sierra High School	5101 Garden Valley Rd, Garden Valley
Canon IR6255	NMU16856	5303338330	Golden Sierra High School	5101 Garden Valley Rd, Garden Valley
Canon IR6255	NMU14469	5303338300	DO (Wentworth Springs)	6540 Wentworth Springs Rd Georgetown
Canon IR6255	NMU16853	5303338315	American River	6620 Wentworth Springs Rd Georgetown

Agreed to by Customer:

Signature 
Name Sid Albargh
Title CBO

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.5 Tentative Agreement between BOMUSD and CSEA regarding AB 1808

MEETING DATE: January 10, 2019

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

RECOMMENDATION: It is recommended that the Board of Trustees approve the Tentative Agreement between the Black Oak Mine Unified School District and the California School Employees Association and its Gold Chain Chapter No. 660 regarding AB 1808.

BACKGROUND: An agreement has been reached regarding Summer Assistance Benefits for Classified Employees, which is part of this Education Omnibus Trailer Bill, AB 1808. This Bill will allow for classified employees who work less than 12-months to elect to have up to 10% of his/her monthly pay withheld during the school year and by May 1, 2019, the State must notify the District with the estimated amount of match funding that will be provided to the participating employees.

[PROPOSAL] Tentative Agreement

between

Black Oak Mine Unified

and

California School Employees Association and its Gold Chain Chapter No. 660

The above parties have meet and negotiated the decision, impacts, and effects relating to recently passed legislation, AB 1808 (Education Omnibus Trailer Bill), which became law on June 27, 2018. The parties have reached the following agreements with regard to Summer Assistance Benefits for Classified Employees, which is part of this Education Omnibus Trailer Bill, AB 1808.

Summer Assistance Benefits for Classified Employees

1. The Employer agreed to participate in the “Summer Assistance Benefits for Classified Employees,” and extended this salary benefit option to the bargaining unit.
2. Prior to January 1, 2019, the Employer shall provide notice to all bargaining unit members which shall include the following:
 - a. A description of the Summer Assistance Benefits for Classified Employees program;
 - b. Details about eligibility for the program, including 1) they must work less than 12-month assignments, 2) they have worked for the LEA for one year, and 3) that they are not eligible if the employee’s regular annual pay from the LEA is more than two times the full-time pay of a classified employee, paid at the state minimum wage for an entire school year, at the time of enrollment. (“Regular annual pay” does not include any pay that the employee received during the summer recess period in the previous fiscal year.)
 - c. All timelines for the program as follows:
 - ✓ By January 1, 2019, the LEA must notify the classified employees that the LEA has elected to participate in the program for the next school year.
 - ✓ By March 1, 2019, any classified employee who wishes to participate, must notify the LEA, using a form developed by the SDE, that the employee wishes to participate in the program for the 2019-2020 school year. The employee may elect to have up to 10% of his/her monthly pay withheld during the school year. The employee must specify (1) the amount to be withheld from the monthly paychecks, and (2) whether s/he wishes to have the withheld amounts paid out during the summer recess period in one or two payments.
 - ✓ By April 1, 2019, the LEA must notify the SDE that it has elected to participate in the program, using a form developed by the SDE. The LEA must specify (1) the number of classified employees who are participating,

and (2) the total estimated amount to be withheld from the employee paychecks for the 2019-2020 school year.

- ✓ By May 1, 2019, the SDE must notify participating LEAs in writing of the estimated amount of state match funding that a participating employee can expect to receive. If the \$50,000,000 funding (\$45,000,000 for K-12; \$5,000,000 for Community Colleges) is insufficient to provide one dollar for each one dollar that has been withheld from the employees' paychecks, the SDE must notify the LEAs of the expected prorated amount of state match funds that each classified employee could expect to receive.
 - ✓ By June 1, 2019, the LEAs must notify the participating employees as to the estimated amount of state match funds that the employee could expect to receive.
 - ✓ After receiving the notification, and no later than 30 days after the start of the school year, the classified employee may (1) withdraw his/her election to participate in the program, or (2) reduce the amount to be withheld from his/her paycheck.
 - ✓ The LEA must then deposit the amounts withheld from participating employees' monthly paychecks according to each employee's choices, in an account within its general fund known as the Classified School Employee Summer Assistance Program Fund, during the 2019-2020 school year.
 - ✓ If an employee separates from employment during the 2019-2020 school year, the employee may request any pay withheld from his/her paycheck pursuant to this program; however, the employee is not entitled to receive any state match funds.
 - ✓ On or before July 31, 2020, the participating LEAs must request payment from the SDE, on a form developed by the SDE, for the amount of classified employee pay that has been deposited in the Program Fund.
- d. Provide all forms developed and promulgated by the SDE to bargaining unit members. The Employer shall distribute SDE complete forms within 5-days of receipt or learning of the forms publication, unless the forms are received/published within 5-days of an employee cut-off date, in which instance the forms shall be sent electronically on the same day it is received/published and mailed via next day service.
- e. Warn bargaining unit members that the money will likely not be paid until after August 31, 2020, *after* summer recess.
3. No participant in the Summer Assistance Benefits for Classified Employees is barred from applying for, and if selected, working summer school during the summer in which this benefit is earned.

4. An employee may withdraw from *further* participation in the program more than 30-days after the start of the 2019-2020 school year and leave withheld amounts in the program. In such instances, the Local Education Agency agrees to report this contribution to the SDE as if contributions had been made for the duration of the program at a reduced percentage.

Tentatively agreed on 12/20, 2018

[Handwritten Signature]

Superintendent

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.6 Portable Dental Clinic Memorandum of Understanding with the El Dorado County Office of Education and the El Dorado County Community Health Center

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent
Sid Albaugh, Chief Business Official

RECOMMENDATION: It is recommended that the Board of Trustees approve the Portable Dental Clinic Memorandum of Understanding with the El Dorado County Office of Education and the El Dorado County Community Health Center.

BACKGROUND: The El Dorado County Office of Education and the El Dorado County Community Health Center have procured funding to provide dental services to students in a Portable Dental Clinic to be located primarily at Georgetown School of Innovation. The program offers free dental care to students who may not otherwise have access to preventative dental care.

**EL DORADO PORTABLE DENTAL CLINIC SERVICES
OPERATIONAL AGREEMENT**

THIS AGREEMENT is executed by and between El Dorado County community partners including El Dorado County Office of Education, Black Oak Mine Unified School District and El Dorado County Community Health Center (hereinafter referred to as "EDCCHC"), for the purpose of piloting portable dental and oral health services to children and families in Black Oak Mine Unified school-based locations.

WHEREAS, the El Dorado Mobile Dental Services are comprised of the Dental Van, Portable Dental Clinic(s), and Oral Health Education; and

WHEREAS, it is the intention of the Parties to provide dental and oral health services (Services) to the children and families using the Portable Dental Clinic(s) owned and operated by EDCCHC; and

WHEREAS, the Partners have agreed to collaboratively support Services provided through the Portable Dental Clinic;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

- I. **Scope of Agreement:**
Each Partner will identify a lead person for the purposes of coordinating school and community based Services. This lead person will participate in regular meetings for the purposes of planning, implementing, and improving Services provided through the Portable Dental Clinic.

- II. **Partner Responsibilities:**
HIPAA Compliance: All data, together with any knowledge otherwise acquired by any Partner during the performance of Services provided pursuant to this Agreement, shall be treated by each Partner and Partner's staff as confidential information. No Partner shall disclose or use, directly or indirectly, at any time, any such confidential information. If any Partner receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Partner shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.
 - A. El Dorado County Office of Education agrees to:
 1. Coordinate school based Services through this MOU, to develop a schedule and identify contacts to secure the location and communicate within the district.

 - B. EDCCHC agrees to:
 1. Operate a licensed dental clinic ensuring licensure, meeting and operating within all health and safety requirements, and maintaining all appropriate

insurances in addition to the insurance requirements described in Paragraph IV – Insurance and Liability.

2. Provide clean-up of all bio-hazard materials associated with the Portable Dental Clinic.
 3. Operate the clinic by employing a qualified staff and equipping the Dental Van and Portable Dental Clinic with dental tools and supplies.
 4. Patient coordination including coordinating appointments, collecting consent forms and enrolling patients into the practice.
 5. Facilitate billing for Services provided.
- C. Black Oak Mine Unified School District agrees to:
1. Provide a mutually acceptable area to set up the Portable Dental Clinic to provide students with Services.
 2. Provide access to potable water for the Portable Dental Clinic.
 3. Provide access to restrooms and telephones as needed for use by Dental Clinic staff and collaborative partners.
 4. Provide a mutually acceptable area to serve as a staging area for students waiting for Services.
 5. Provide a District Nurse or designee, if available, to assist with the coordination of Services as needed.
 6. Provide custodial services to clean the area where the Portable Dental Clinic is set up.

III. Term and Termination of Agreement

- A. Term: This Agreement shall become effective upon final execution by all parties hereto and shall expire June 30, 2019.
- B. Termination:
1. This Agreement may be terminated by EDCCHC at any time by giving at least seven (7) days written notice.
 2. This Agreement shall remain in effect unless terminated in writing upon seven (7) days written notice by two or more of the Partners.
 3. If a Partner no longer wants to participate, they may withdraw by giving at least seven (7) days written notice.
 4. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.
 5. This Agreement constitutes the entire Agreement between the Parties. There is no express or implied Agreement except as stated in this agreement.

IV. Insurance and Liability

- A. EDCCHC and Partners shall each secure and maintain comprehensive general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with coverage for incidental contracts. Partners shall name EDCCHC and EDCCHC shall name Partners by endorsement as an additional insured under its respective policy(s). Further, the Certificate of Insurance shall provide

that insurance may not be canceled, non-renewed, or the subject of material change in coverage or available limits of coverage, except on 30 days prior written notice. EDCCHC must also provide proof of professional liability insurance coverage.

- B. Partners agree to defend, hold harmless, and indemnify EDCCHC and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorneys fees) for injury or death to persons, including employees or other agents of EDCCHC, and damage to property including property of Partners, caused by the negligent acts or omissions of Partners in the performance of the Agreement. Partner's duty to indemnify EDCCHC under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from EDCCHC's negligence or willful misconduct.
- C. EDCCHC agrees to defend, hold harmless, and indemnify Partners and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorneys fees) for injury or death to persons, including employees of Partners, and damage to property including property of EDCCHC, caused by the negligent acts or omissions of EDCCHC in the performance of the Agreement. EDCCHC's duty to indemnify Partners under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Partners negligence or willful misconduct.
- D. Partners insurance obligations set forth in section A of this Paragraph IV are independent of Partners indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify Partners indemnification or other obligations or to limit Partners liability under this Agreement. EDCCHC's insurance obligations set forth in section A of this Paragraph III are independent of EDCCHC's indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify EDCCHC's indemnification or other obligations or to limit EDCCHC's liability under this Agreement.
- V. Independent Contractor
EDCCHC is, for all purposes, an independent contractor and shall not be deemed an employee of the Partners. EDCCHC specifically acknowledges that it controls the manner and means by which Services are delivered, agrees to hold itself out as an independent contractor, and waives any rights to claim that it is an employee of Partners under the common law agency test, the economic realities test, or any other legal test.

VI. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and delivered to the other Parties at the following respective addresses:

El Dorado County Community Health Center
Attention: Terri Stratton, Executive Director
Address: 4327 Golden Center Drive, Placerville, CA 95667

El Dorado County Office of Education
Attention: Administrative Services
Address: 6767 Green Valley Road, Placerville, CA 95667

Black Oak Mine Unified School District
Attention: Jeremy Meyers, Superintendent
Address: 6540 Wentworth Springs Road, Georgetown, CA 95634

VII. Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

EL DORADO COUNTY COMMUNITY HEALTH CENTER

By: _____ Date: _____

Name: Terri Stratton
Title: Executive Director
Address: 4327 Golden Center Drive, Placerville, CA 95667

PARTNERS:

Black Oak Mine Unified

By:  _____ Date: 1/4/19

Name: Jeremy Meyers
Title: Superintendent
Address: 6540 Wentworth Springs Road, Georgetown, CA 95634

El Dorado County Office of Education

By: _____ Date: _____

Name: Robbie Montalbano
Title: Deputy Superintendent
Address: 6767 Green Valley Road, Placerville, CA 95667

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.7 Short -Term Employment Action

MEETING DATE: January 11, 2019

FROM: Shelly King, Personnel Services Coordinator

RECOMMENDATION: It is recommended that the short-term employment action to employ coaching personnel be approved as submitted.

BACKGROUND: The attached short-term employment action is submitted in accordance with the Education Code and District policy. Education Code 45103 defines "short-term employee" as any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. "Short-term employees", employed and paid for less than 75% of a school year, are not a part of a bargaining unit.

SHORT TERM EMPLOYMENT ACTIONS

Short Term Employment - Coaches 2018-19 School Year

The following coaches are being recommended for Golden Sierra High School for the 2018-19 school year. Background clearance, CPR and First Aid are complete.

John Captein

Junior Varsity Girls Basketball

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.8 Classified Personnel Action

MEETING DATE: January 10, 2019

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

RECOMMENDATION: It is recommended that the Board of Trustees consider taking action to employ Elvira Martinez as a 2 Hour Cafeteria Assistant for the Black Oak Mine Unified School District for the 2018-19 school year.

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

CLASSIFIED PERSONNEL ACTION

Classified Employment 2018-19 School Year

Elvira Martinez - 2 Hour Cafeteria Assistant, Georgetown School. Elvira has been a cafeteria substitute since 2012.

km/board/01-10-19/CLASSIFIED EMPLOYMENT

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.9 Reduced Workload Program/Job-Sharing Request

MEETING DATE: January 10, 2019

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

RECOMMENDATION: It is recommended that the Board of Trustees approve the request for .5 FTE certificated leave through the Reduced Workload Program and another request for .5 FTE certificated leave through Job-Sharing effective June 8, 2019.

BACKGROUND: A request for a .5 leave through the Reduced Workload Program Act from Monica Woodall has been received. She meets the eligibility requirements for the program. Diane Bevis has requested a .5 FTE leave through Job-Sharing with Monica Woodall.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.10 Purchase Orders, Warrants, Bids and Quotes

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that 2018-19 fiscal year Batch numbers 0037-0042 dated December 4, 2018 to December 26, 2018 for General Fund, Charter School Fund, Cafeteria Fund, Building Fund, and School Facilities Fund, for a total of \$192,361.97 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	\$135,286.46
Charter School Fund 09	\$12,340.64
Cafeteria Fund 13	\$12,390.53
Deferred Maintenance Fund 14	\$25,412.47
Enterprise Fund 63	\$6,896.02
Fund 75	\$35.85
Total	\$192,361.97

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

AGENDA ITEM: 19.11 Gifts

MEETING DATE: January 10, 2019

FROM: Jeremy Meyers, Superintendent

RECOMMENDATION: It is recommended that the board of trustees consider taking action to accept the gift(s) donated.

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

- 1) Divide Music Coalition donated music and CD accompaniments value estimated at \$293.62. Items are to be used for the BOMUSD music program.
- 2) Mike and Shawna Purvines donated \$150.00 to Team Harvey/Noriega's class room at Northside STEAM School.

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

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

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:	Divide Music Coalition
Re:	Request for Board Acceptance of Gift
Date:	December 6, 2018
Description of Gift:	Music and CD accompaniments
Donor Estimated Value:	\$ 293.62
Donated By:	Divide Music Coalition
Mailing Address:	Po Box 105 Garden Valley, CA 95633
Donor Requests Gift To Be Used At/For:	BOMUSD Music program

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:	Northside
Re:	Request for Board Acceptance of Gift
Date:	12/4/2018
Description of Gift:	Donation to Team Harvey/Noriega
Donor Estimated Value:	\$ 150 —
Donated By:	Mike and Shawna Purvines
Mailing Address:	1839 American River Trail Cool, CA. 95614
Donor Requests Gift To Be Used At/For:	Team Harvey/Noriega's class

Signature: *Carrie Amell*

