

**EL TEJON UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING**

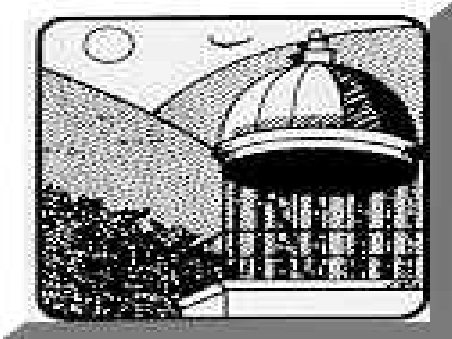
TO: Members of the Governing Board

You are hereby notified that a Special Meeting of the Board of Trustees of the El Tejon Unified School District is called for:

DATE: Friday, August 28, 2015
TIME: Open Session 4:30 P.M.
PLACE: District Office

SAID MEETING IS CALLED FOR THE PURPOSE OF:

OPEN SESSION: Approval of 2015-16 Consolidated Application for Funding.
Approval of Academia Resource Compliance (ArcS) for Speech and Language Services.
Discussion and possible action regarding filling vacancy on the Board of Trustees
Education Code sections 5091-5095



El Tejon Unified School District
BOARD OF TRUSTEES

4337 Lebec Road; Lebec, CA 93243

PH: 248-6247

FAX: 248-6714

John Fleming, Trustee

Misty Johnston, Trustee

Barbara Newbold, Clerk

Lark Shillig, Trustee

BOARD OF TRUSTEES
SPECIAL BOARD MEETING

Friday, August 28, 2015

District Office

4337 Lebec Road, Lebec, CA 93243

OPEN SESSION:

4:30 p.m.

District Office

AGENDAS

Agendas are posted at the El Tejon Unified School district at least 72 hours prior to each meeting as well as at each school site. Any materials required by law to be made available to the public prior to the meeting of the Board of Trustees of the El Tejon Unified School District can be inspected at the following address between the hours of 7:30 a.m. to 3:30 p.m., Monday through Friday: El Tejon Unified School District, 4337 Lebec Road, Lebec, CA 93243.

SPECIAL NEEDS ACCOMMODATIONS

Assistive listening devices, agenda in Braille and/or alternate formats are available upon request. American Sign Language (ASL) interpreters, other auxiliary aids and services, or reasonable modifications to Board meeting policies and/or procedures, such as to assist members of the disability community who would like to request a disability-related accommodation in addressing the Board, are available if requested at least three business days prior to the Board meeting. Later requests will be accommodated to the extent feasible. Please contact the Superintendent's Office, El Tejon Unified School District at 661-248-6247 from 7:30 a.m. to 3:30 p.m., Monday through Friday (Government Code 54954.2)

CONVENING IN OPEN SESSION – Time _____

MOTION _____ SECOND _____ AYES _____ NAYES _____ ABSENT _____

FLAG SALUTE

PUBLIC PRESENTATIONS

Members of the public shall have an opportunity to address the Board of Trustees either before or during the Board's consideration of each item of business to be discussed at regular or special board meetings. The time allotted shall be

limited to 3 minutes. If a large number of people wish to speak on a specific item, with Board consent, the president may increase or decrease the time allowed (20 minutes) for public presentation depending on the topic and the number of persons wishing to be heard. This time may be used to address any item on the agenda, or any matter of concern within the jurisdiction of the El Tejon Unified School District. Each person who addresses the Board must be first recognized by the presiding officer. Comments must be addressed to the Board as a whole and not to individual members or District employees. The Board and staff are not obligated to comment on, or respond to, addresses by the public.

Whenever a member of the public initiates specific complaints or charges against an employee, the Board President shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board President shall also encourage the complainant to file a complaint to an appeal using the appropriate District Complaint or appeal procedure.

REVISION/ADOPTION/ORDERING OF AGENDA

ITEMS FOR DISCUSSION AND ACTION

Business Items

A. Approval of 2015-2016 Consolidated Application for Funding.

MOTION _____ SECOND _____ AYES _____ NAYES _____ ABSENT _____ STUDENT TRUSTEE _____

B. Approval of agreement between Academia Resource Compliance (ArcS) and ETUSD for Speech and Language services for 2015-16 School Year.

MOTION _____ SECOND _____ AYES _____ NAYES _____ ABSENT _____ STUDENT TRUSTEE _____

Board Items

C. Discussion and possible action regarding filling vacancy on the Board of Trustees, Education Code sections 5091-5095.

MOTION _____ SECOND _____ AYES _____ NAYES _____ ABSENT _____ STUDENT TRUSTEE _____

ADJOURNMENT

TIME:

MOTION _____ SECOND _____ AYES _____ NAYES _____ ABSENT _____

2015-16 Application for Funding

CDE Program Contact:

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

Local Governing Board Approval

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

Date of approval by local governing board	08/28/2015
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District English Learner Advisory Committee (DELAC) Review

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

DELAC representative's full name	Rosalie Jimenez
DELAC review date	08/27/2015
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

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

Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A LEP	Yes

*****Warning*****

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

2015-16 Application for Funding

CDE Program Contact:

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

ESEA Sec. 3102 SACS 4203	
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Academia Resource Compliance Services

11000 Brimhall Rd. Suite E67

Bakersfield, Ca 93312

Special Education Services

This is an Agreement for Special Education Staffing Services (Speech and Language Services, School Psych Services and Casemis Reporting) between Academia Resource Compliance Services (Hereinafter "Consultant"), and El Tejon Unified School District as ("Client").

I. TERM: The term of this Agreement shall commence on **August 10, 2015** and will terminate on **June 10, 2016**. Services provided by ArcS will be determined by Clients needs and assigned accordingly on an **as needed basis** unless terminated earlier pursuant to Section IV.

II. SCOPE OF SERVICES: An ArcS service provider will provide below professional services but not limited to, **per client request**.

Speech and Language, School Psych and Casemis Clerk services:

Speech Service, Annual Speech IEP's, Triennial Speech Re-Evaluations, Initial Speech Assessments

School Psych counseling services, Triennial Assessments and Initial Evaluations

Casemis /Siras reporting preparation, monitoring and auditing for P1/ P2 reporting

III. COMPENSATION: Client shall pay Consultant:

Per Diem Speech Rate:

\$500.00 per day "individual and or group service"

\$600.00 per Triennial and or Initial Assessment and IEP

\$250.00 per Annual IEP (draft and create new present levels of performance & goals)

Per Diem School Psychologist Rate:

\$500.00 per day "individual and or group counseling"

\$600.00 per Triennial and or Initial Assessment and IEP

Per Diem Casemis Reporting Preparation, Monitoring and or Auditing for P1 / P2 reporting rate:

\$400.00 per day

Consultant will invoice Client on the last working day of each month. Consultant will also provide along with invoice a copy of staff service logs that match accordingly with invoices. Consultant will be paid no later than 20 days after invoice and service logs are submitted.

V. TERMINATION: In the event of a material breach of the Agreement by Consultant during the Term and upon notice from Client to Consultant of such breach and the failure of Consultant to cure such breach within 30 days of receipt of notice, Client and Consultant may terminate this Agreement by mutual agreement. Client may request that Consultant cease work during all or part of the notice period and Client shall pay Consultant services rendered. Upon termination of this Agreement, Client shall have no liability to Consultant other than to pay amount due.

V. CONFIDENTIALITY: Consultant agrees to maintain strict confidence of all information disclosed to it by or concerning Client. Such confidential and propriety information will be used by Consultant solely in connection with the performance of services under this Agreement. Consultant shall not deliver any messages to the parents, community members or school staff or communicate any information on behalf of Client without prior approval of Client.

VI. CONFLICT OF INTEREST: Consultant will familiarize itself and comply with any and all applicable laws, ordinances, rules and regulations, including conflict of interest statutes and regulations affecting its representation of Client.

VII. NO HIRE CLAUSE: Client at no time shall offer any ArcS service providers employment opportunities without mutual Client/Consultant agreement.

VIII. NOTICES: All notices from one party to the other shall be in writing and shall be given by addressing the same to the other party at the address, or email address set forth below, or at such other address, email address as either may specify in writing to the other.

To Client: El-Tejon Unified School District
P.O. Box 8761
Lebec, Ca 93243
Phone: (661) 248-6247
Email: rwallace@el-eltejon.k12.ca.us

To Consultant: Academia Resource Compliance Services
11000 Brimhall Rd. Suite E67
Bakersfield, Ca 93312
Phone: (213) 631-6518
Email: sdbaggz@aol.com

VIII. INDEPENDENT: Consultant and Client agree that this Agreement does not create an employment relationship between them and that consultant is and shall remain an independent contractor. Consultant shall be responsible for all tax liabilities relating to all amounts paid to Consultant under this Agreement.

IX. NO ASSIGNMENT: Consultant shall not assign this Agreement rights or responsibilities under this agreement in whole or in part without the prior written consent of Client.

X. MERGER CLAUSE; GOVERNING LAW: This Agreement constitutes the entire agreement between the parties hereto and it may not be modified and no provision may be waived except by a subsequent written agreement between the parties hereto. The Agreement shall be governed by, and construed and enforced in accordance with the laws of the State California.

XI. EXCLUSIVITY: During the Term of this Agreement, Consultant is not exclusive to the Client and it can provide services to any other organization or individual similar to those provided to Client, provided services are not adverse to or in conflict with Client's interests.

XII. SIGNATURE: Signature of the parties or authorized representatives thereof shall constitute acceptance of the terms of this Agreement.

ArcS

El-Tejon Unified

By: _____
Janet M. Burman

By: _____
Rodney Wallace

Date: _____

Date: _____