

# **SIERRA SANDS UNIFIED SCHOOL DISTRICT**

## **Board of Education Regular Meeting**

**MAY 16, 2013  
Ridgecrest City Council Chambers  
100 West California Avenue  
[www.ssusdschools.org](http://www.ssusdschools.org)**

*We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive citizens.*

## **A G E N D A**

### **CALL TO ORDER AND PLEDGE TO THE FLAG**

**7:00 P.M.**

Amy Covert  
Judy Dietrichson  
Bill Farris, President  
Tom Pearl  
Kurt Rockwell, Vice President/Clerk  
Michael Scott  
Student Member, Sean Anderson  
  
Joanna Rummer, Superintendent

### **MOMENT OF SILENCE**

#### **1. ADOPTION OF AGENDA**

*Welcome to a meeting of the Board of Education. Because we believe you share our concern for the education of the youth of our community, we appreciate and welcome your participation. Copies of the agenda, along with a procedural handout, are available on the wall at the back of the room to assist with your participation in the meeting.*

#### **2. APPROVAL OF MINUTES of the regular, special and special concurrent meetings of April 18, 2013.**

#### **3. PROGRAMS AND PRESENTATIONS**

- 3.1 Presentation to Sean Anderson, Student Board Member For His Service for 2013-14
- 3.2 Presentation of the Sierra Sands Community Service Award to Captain Dennis Lazar
- 3.3 Presentation of the Sierra Sands District Service Award to Mr. John Ciani
- 3.4 Presentation of Workability I Program Recognition

### 3. PROGRAMS AND PRESENTATIONS (continued)

- 3.5 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers
- 3.6 Presentation of Employee of the Year Awards
- 3.7 Presentation of Service Awards to District Retirees

*A brief reception in the lobby will follow these presentations to greet and congratulate award recipients and retirees.*

### 4. PUBLIC HEARING

- 4.1 Public Hearing and Approval of the Annual Budget Plan and the Annual Service Plan for 2013-14 for the Sierra Sands SELPA

### 5. REPORTS AND COMMUNICATIONS

- 5.1 Student Member's Report

- 5.2 Reports from Members of the Board

- 5.3 Superintendent's Report

- Enrollment Report
- Graduations and Promotions

- 5.4 Communications from the public

*The board will provide time during the discussion of each agenda item for members of the public to comment. At this time, members of the public may address the board on an item not on the agenda. Comments should relate to items of public interest within the board's jurisdiction. The law prohibits the board from taking action on items not on the agenda. If appropriate, your comments will be referred to staff for response. When addressing the board, please state your name and address at the podium and limit your remarks to three minutes. In accordance with the board bylaws, the board will limit the total time for public input to 30 minutes. Those wishing to address the board beyond the 30-minute time limit may do so at the end of the scheduled meeting agenda.*

### 6. EDUCATIONAL ADMINISTRATION

- 6.1 Adoption of Textbooks and Instructional Materials for AP English Language and Composition, Expository Reading and Writing, and AP Chemistry
- 6.2 Approval of the Annual Budget Plan and the Annual Service Plan for 2013-2014 for the Sierra Sands SELPA
- 6.3 Approval of AVID (Advancement Via Individual Determination) Implementation Agreement for AVID Membership, Materials, and Training

## 7. POLICY DEVELOPMENT AND REVIEW

- 7.1 Approval of Revisions to Board Policy 5131.2, Bullying
- 7.2 Approval of Revisions to Board Policy 5131, Student Conduct

## 8. PERSONNEL ADMINISTRATION

- 8.1 Certificated  
Employment, resignation, retirement, leave of absence, change of status, termination
- 8.2 Classified  
Employment, resignation, retirement, leave of absence, change of status, termination

## 9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 Approval for Three Burroughs High Schools Students and Their Advisor to attend the International Annual Thespian Festival at the University of Nebraska in Lincoln, Nebraska June 24-29, 2013
- 9.3 Approval of revisions to the 2013-14 Academic Calendar
- 9.4 Approval of the Academic Calendar and Minimum Day Schedule for 2014-15 School Year

## 10. CONSTRUCTION ADMINISTRATION

## 11. BUSINESS ADMINISTRATION

- 11.1 Approval to Declare the Property Value of Seventeen Vehicles and Allow for the Sale of the Vehicles to an Auto Recycling Center as Surplus Property
- 11.2 Approval of Resolution #19 1213 and Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account
- 11.3 Authorization to Utilize Inyo-Kern Schools Financing Authority Funding for District School Facilities Projects

## 12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants
- 12.2 Report to the Board on Solid Waste Hauling Services
- 12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern and Pierce Elementary Schools for the 2013-2014 School Year
- 12.4 Approval of Agreement with High Desert Leapin' Lizards , Inc. for Operation of State Preschool Programs in 2013-2014
- 12.5 Approval of Perkins Career Technical Education Application for Funding for the 2013-2014 School Year

12. CONSENT CALENDAR (continued)

- 12.6 Appointment of 2013-14 California Interscholastic Federation (CIF) League Representatives for Burroughs High School
- 12.7 Approval of Waivers for the California High School Exit Exam for Students with Disabilities, CAHSEE Waivers #1 1213, #2 1213
- 12.8 Approval of Recommendations for Expulsion, Expulsion Cases #22 1213, #23 1213, #24 1213, and #25 1213

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be June 20, 2013.

*Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the Sierra Sands Unified School District can be inspected during normal business hours at the district office located at 113 Felspar, Ridgecrest, CA. These materials can also be viewed on the district's internet website at [www.ssusd.org](http://www.ssusd.org).*

*Note: Individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's Office at least two days before the meeting date.*

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: April 18, 2013

TIME OF MEETING: 6:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers, 100 W. California Ave.

MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

STAFF PRESENT: Joanna Rummer, Superintendent

ADOPTION OF AGENDA

2. CLOSED SESSION

- 2.1 Appeal Hearing on Complaints or Charges Against One Employee Pursuant to Government Code Section 54957 (b)

The board temporarily adjourned the closed session at 6:55 p.m. to hear the regular meeting of the board of education and reconvened at 8:50 p.m.

Following closed session, Board President Farris made this statement, “The board heard an appeal of a uniform complaint and upheld the District’s investigation and findings. The board’s written decision will be issued to the complaining party within the applicable timelines.”

3. ADJOURNMENT was at 9:45 p.m.

THE BOARD OF EDUCATION

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Kurt Rockwell, Vice President/Clerk

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Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: April 18, 2013

TIME OF MEETING: 5:50 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers, 100 W. California Ave.

MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

STAFF PRESENT: Joanna Rummer, Superintendent

ADOPTION OF AGENDA

2. CLOSED SESSION

2.1 Conference with Legal Counsel – Existing Litigation – One (1) Item (Pursuant to California Government Code Section 54956.9 (d) (1))

(a) *City of Ridgecrest, et al. v. Ana J. Matosantos, et al.*  
Sacramento Superior Court Case No. 34-2013-80001438

President Farris reported that no action was taken.

3. ADJOURNMENT was at 6:00 p.m.

THE BOARD OF EDUCATION

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Kurt Rockwell, Vice President/Clerk

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Joanna Rummer, Secretary to Board

## SIERRA SANDS UNIFIED SCHOOL DISTRICT

### Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: April 18, 2013  
TIME OF MEETING: 7:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott  
MEMBERS ABSENT: None  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student member Sean Anderson.

MOMENT OF SILENCE was observed.

#### 1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the board will hear the Inyo-Kern Schools Financing Authority Agenda following Item 12.4 on the Sierra Sands agenda.

#### 2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular, special, special concurrent and additional special meeting of March 14, 2013 and the special meeting of April 2, 2013 were adopted by consensus as written.

#### 3. PROGRAMS AND PRESENTATIONS

- Citizen's Oversight Committee Annual Report  
Chairman Sandee Roberts presented the board the 2011-12 annual activity report from the Citizen's Oversight Committee.
- Las Flores: Transforming Our Instructional Practices  
Las Flores Principal, Michelle Savko along with Project Teacher Margaret Bergens, illustrated the journey of Las Flores School's instructional practices transformation. The presentation included pre-PLC (Professional Learning Community) data and instructional practices, the shift to the "current reality" (data, intervention models, and instructional practices), and the positive effects on student achievement.

#### 4. PUBLIC HEARING

- 4.1 Public Hearing for a Successor Collective Bargaining Agreement for 2013-2015 from the Desert Area Guidance Association (DAGA) to the Board of Education
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#### 4. PUBLIC HEARING (Continued)

A public hearing was held regarding a successor collective bargaining agreement for 2013-2015 from the Desert Area Guidance Association to the Board of Education. No comments were made during the public hearing.

##### 4.2 Public Hearing for a Successor Collective Bargaining Agreement for 2013-2015 from the Board of Education to the Desert Area Guidance Association (DAGA)

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A public hearing was held for a successor collective bargaining agreement for 2013-2015 from the Board of Education to the Desert Area Guidance Association. No comments were made during the public hearing.

##### 4.3 Public Hearing for Initial Contract Proposal Reopeners for 2013-2014 from Chapter #188 of the California School Employees Association (CSEA) to the Board of Education

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A public hearing was held for initial contract proposal reopeners for 2013-2014 from Chapter #188 of the California School Employees Association to the Board of Education. No comments were made during the public hearing.

##### 4.4 Public Hearing for Initial Contract Proposal Reopeners for 2013-2014 from the Board of Education to Chapter #188 of the California School Employees Association (CSEA)

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A public hearing was held for initial contract proposal reopeners for 2013-2014 from the Board of Education to Chapter #188 of the California School Employees Association. No comments were made during the public hearing.

##### 4.5 Public Hearing Relating to the Use of 2013-2014 Tier III State Categorical Funds

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A public hearing was held regarding the use of 2013-2014 Tier III State Categorical Funds. No comments were made during the public hearing.

#### 5. REPORTS AND COMMUNICATIONS

##### 5.1 Student Member's Report

The following report was provided by student member Sean Anderson.

Burroughs: The spring rally and a dance were both held last week. Additionally the Drama Department presented the play "All Shook Up." Currently students are holding ASB elections for 2013-14 and are getting ready for STAR testing which begins next week. Prom is being held in two weeks and the theme is "One Romantic Evening".

Mesquite: Students are currently working on their Pathways to Graduation by reviewing an analysis of their grade credits to determine what must be completed in order to graduate. Students are taking the CAHSEE and counselors from Cerro Coso Community College have been on campus registering students for the fall semester.

#### 5.1 Student Member's Report (continued)

James Monroe: Monroe students hosted twenty-six Japanese students this month and experienced a great cultural exchange. Students attended a “Rock the Star” assembly in preparation for Star Testing. Other events students were involved in are: Junior Olympics, visits to Industrial Arts classrooms at Burroughs, and taking first and second place in the Kid Wind competition at Cerro Coso Community College.

Murray: Murray students celebrated Music & Arts in the School month by participating in two student concerts at Murray and a Music Extravaganza at Burroughs. Students were involved in Junior Olympics, Kid Wind competition, History Day projects and an anti-bullying assembly. Seven out of nine students received awards in the County Science Fair with one student selected to participate at the state level.

#### 5.2 Reports from Members of the Board

Mr. Rockwell wanted to thank Mr. Kovar and others who put in hours of work to make the Junior Olympics a special event for students in our community. He encouraged others to get involved in order to continue this successful event.

#### 5.3 Superintendent's Report

Mrs. Rummer reported we had a decrease of 76 students from the same time last year and our attendance in this time period is 95.3%. Open Enrollment will be held from May 1<sup>st</sup>, through May 15<sup>th</sup>, for any parent wanting to apply for attendance in a school outside of their school zone. Open House schedules are posted on the web site and all are invited to attend. It is time to schedule a date for the superintendent's evaluation and the board's self evaluation. Mrs. Burson will work with the board to determine when those dates can be scheduled.

#### 5.4 Comments from the public on items not on the agenda

Public comment opened at 7:37 p.m. and hearing no comments, the public hearing was closed at 7:38 p.m.

### **6. EDUCATIONAL ADMINISTRATION**

#### 6.1 Approval of Advanced Placement Chemistry Course at Burroughs High School

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Motion passed to approve the Advanced Placement Chemistry course at Burroughs High School. ROCKWELL/COVERT

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

#### 6.2 Approval of Changes to 12<sup>th</sup> Grade English Courses at Burroughs High School to More Closely Align to the Common Core Standards

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Motion passed to approve the changes to the 12<sup>th</sup> grade English courses at Burroughs High School. PEARL/COVERT

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

6. EDUCATIONAL ADMINISTRATION (continued)

6.3 Annual Review of Participation in the Regional Occupational Program (ROP)

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This item was an informational item only and required no action.

6.4 Proposed Receipt and Use of 2013-2014 Tier III State Categorical Funds and Approval of Resolution #15 1213

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Motion passed to approve the receipt and proposed use of funds for the 2013-2014 Tier III State Categorical Funds as identified as well as approval of Resolution #15 1213.

COVERT/DIETRICHSON

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

Employment, resignation, retirement, leave of absence, change of status, termination

8.2 Classified

Employment, resignation, retirement, leave of absence, change of status, termination

Motion passed to adopt 8.1 and 8.2, personnel actions as presented. SCOTT/PEARL

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

8.3 Adoption of Resolution #16 1213, Teacher Appreciation Week, May 6 – 10, 2013 and the Day of the Teacher

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Motion passed to adopt Resolution #16 1213, Teacher Appreciation Week, May 6 – 10 and the Day of the Teacher. COVERT/ROCKWELL

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

8.4 Adoption of Resolution #17 1213, Classified School Employee Week May 20 - 24, 2013

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Motion passed to adopt Resolution #17, 1213, Classified School Employee Week, May 20 - 24, 2013. COVERT/DIETRICHSON

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

8.5 Declaration of Need for Fully Qualified Teachers for the 2013-14 School Year

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Motion passed to approve a Declaration of Need for fully qualified teachers for the 2013-14 school year. DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

8. PERSONNEL ADMINISTRATION (continued)

8.6 Adoption of Resolution #18 1213, Reduction of Classified Service

Motion passed to approve adoption of Resolution #18 1213, Reduction of Classified Service.  
COVERT/DIETRICHSON

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Mesquite High School has received a donation of Christmas items including decorations, wrapping paper and bows from Big Lots with an estimated value of \$2,000. ROCKWELL/PEARL

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9.2 Mid-Year Report of Progress Toward SMART Goals

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This item was presented as an informational item only and required no action.

9.3 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act

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This item was presented as an informational item only and required no action.

9.4 Authorization for Board Member Travel to the Annual California School Boards Association (CSBA) Education Conference and Delegate Assembly Meeting

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Motion passed to approve the board travel to the annual California School Boards Association Education Conference and Delegate Assembly meeting in December 2013.  
COVERT/DIETRICHSON

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9.5 Adoption of the Board Meeting Calendar for the 2013-14 School Year

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Motion passed to approve the adoption of the board meeting calendar for the 2013-14 school year. SCOTT/COVERT

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9.6 Option to Participate in the Nomination for Vice President, and President Elect for the California School Boards Association (CSBA)

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Item failed due to lack of a motion.

9. GENERAL ADMINISTRATION (continued)

9.7 Review, Discussion and Possible Approval of Letters to our Congressmen in Support of Local School Board Issues

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Motion passed to approve the proposed letters with modifications regarding support of local school board issues. COVERT/SCOTT

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9.8 Review, Discussion and Possible Approval of Letter to our Congressmen in Support of Inyokern Airport Being One of Six Test and Research Sites for the Unmanned Air Systems (UAS) Initiative

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Motion passed to approve the letter in support of Inyokern Airport being one of six test and research sites for the Unmanned Air Systems (UAS) Initiative, after checking with community leaders regarding the shared air space. SCOTT/DIETRICHSON

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

11.1 Approval of the Donation of the Burroughs High School Band Uniforms to the Burroughs High School Music Boosters

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Motion passed to approve the determination that deemed the current value of the band uniforms as insufficient to defray the costs of arranging a sale, and therefore approved donating the uniforms to the Burroughs High School Music Boosters. COVERT/PEARL

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants

12.2 Report to the Board on Solid Waste Hauling Services

12.3 Approval of Contract with the Accounting Firm of Burkey, Cox, Evans & Bradford Accountancy Corporation for Auditing Services for the 2012-13 Fiscal Year

12.4 Approval of Recommendation of Expulsion, Expulsion Case #20 1213 and #21 1213

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Motion passed to adopt the consent calendar as presented. DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

President Farris temporarily adjourned the Sierra Sands Unified School District board meeting at 8:45 p.m. and opened the meeting of the board of directors of the Inyo-Kern Schools Financing Authority.

The meeting reconvened at 8:47 p.m.

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:48 p.m.

THE BOARD OF EDUCATION

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Kurt Rockwell, Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Alison Burson

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation to Sean Anderson, Student Board Member For His Service for 2013-14

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President Farris will present a certificate of appreciation to Student Board Member, Sean Anderson for his service during the 2013-14 school year.

### 3. PROGRAMS AND PRESENTATIONS

#### 3.2 Presentation of the Sierra Sands Community Service Award to Captain Dennis Lazar

**BACKGROUND INFORMATION:** In an effort to recognize and highlight community members who volunteer their services to valley students, the superintendent has established a Sierra Sands Community Service Award. This recognition medium gives the district the ability to honor community members who dedicate time and energy to the success of Indian Wells Valley students, in both curricular and extra-curricular areas. The honored party is invited to attend a meeting of the Board of Education to be publicly recognized and appropriately honored.

**CURRENT CONSIDERATIONS:** Every year the district acknowledges the important role played by members of the community. Our district is very fortunate to have so much wonderful community support that it was especially difficult to choose an individual who most personified advocacy for the district and support of the community. While there were many worthy candidates, Captain Dennis Lazar personifies, in every way, all of those qualities that most graphically illustrate the significant support extended to the district in pursuit of its mission of educating all of the students in the local community. From the first day of his arrival on board the Naval Air Weapons Station, China Lake, Captain Lazar has been immersed in the issues relating to the district, its students, and its facilities. His support and that of those under his command have been particularly noteworthy especially in view of the current environment surrounding education and the department of defense. Captain Lazar has graciously provided resources in support of the district's initiative in relation to the DoD school facilities construction and modernization grant program, which includes not only the efforts of several departments located on station but also advocating in the district's behalf to those in his chain. He has provided access to station procedures facilitating the district's ability to utilize station processes as it has gone forward in the grant process and continues to provide significant support in this endeavor. He has also been unstinting in his support of other district initiatives particularly in relationship to the welfare of faculty, staff, and students. His dedication and professionalism as well as his friendship are greatly appreciated.

**SUPERINTENDENT'S RECOMMENDATION:** It is the pleasure of the Board of Education to recognize Captain Dennis Lazar as the Sierra Sands Community Service Award recipient for the 2012-13 year.

### 3. PROGRAMS AND PRESENTATIONS

#### 3.3 Presentation of the Sierra Sands District Service Award to John Ciani

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**BACKGROUND INFORMATION:** In an effort to recognize and highlight community members whose services support the students of the valley, the superintendent has established a Sierra Sands District Service Award. This recognition medium gives the district the ability to honor community members who dedicate time and energy to the success of Indian Wells Valley students, in both curricular and extra-curricular areas. The honored party is invited to attend a meeting of the Board of Education to be publicly recognized and appropriately honored.

**CURRENT CONSIDERATIONS:** Mr. John Ciani has served as education correspondent for the Daily Independent for over ten years. In this capacity the educational community throughout the valley has been ably and admirably served by Mr. Ciani. In all of his endeavors he has demonstrated advocacy and support for education, educators, and the students of this community. He has provided accurate, professional, and important information through his columns and articles. Mr. Ciani is responsive, caring, and truly loves the kids. We can always rely upon Mr. Ciani to have the best interest of students at heart. He has been a fixture of many of the district activities and has become a revered member of our SSUSD community. Those at Sierra Sands who have been at the district for many years would agree that Mr. Ciani is the most outstanding example of an education correspondent that they have experienced throughout their tenure. Mr. Ciani is an award winning journalist and a model for others to emulate. He is an excellent example of his profession and his contributions will be greatly missed as he leaves for his next adventure.

**SUPERINTENDENT'S RECOMMENDATION:** It is the pleasure of the Board of Education to recognize Mr. John Ciani as the Sierra Sands District Service Award recipient for the 2012-13 year.

### 3. PROGRAMS AND PRESENTATIONS

#### 3.4 Presentation of Workability I Program Recognition

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**CURRENT CONSIDERATIONS:** Recently, Esther Sires attended the WorkAbility Conference held in Santa Barbara on April 29 – 30, 2013. On the second day of the conference Mrs. Sires was recognized on stage for Sierra Sands’ WorkAbility I program being chosen as the premier program, which resulted in being highlighted on the front page of the Business Education Labor (BEL) Newsletter. She was asked to give a speech and share about the partnership with the Naval Air Weapons Station. Esther spoke of the placement of student, Natalie Kuttler, in the Public Affairs Office. At the request of the PAO office Natalie participated in the activities on the day the base went solar and actually assisted in pulling the switch. Throughout the day she assisted with military personnel who attended the event. Mrs. Sires was honored with a plaque and thanked for the outstanding work she is doing with the Sierra Sands WorkAbility Program.

In January of this year, Natalie was honored by Captain Lazar and was presented a plaque, certificate, and a farewell party in her honor for her outstanding performance at NAWS. It was quite an honor having our student being recognized by the Command of the base.

**SUPERINTENDENT'S RECOMMENDATION:** It is the superintendent's pleasure to recognize the outstanding Workability I program and acknowledge the recognition received at the annual conference.

### 3. PROGRAMS AND PRESENTATIONS

#### 3.5 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers

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**BACKGROUND INFORMATION:** We are fortunate to live in a community where parents and community members take a vital interest in the lives of their children, whether it is in their activities at home or at school. Many go above and beyond what is necessary to make a difference to the children of the district. In an effort to recognize and highlight the special individuals who volunteer their services to our students and schools, the Sierra Sands Unified School District has established the Sierra Sands Rose Award. This award gives the district the ability to annually honor those volunteers who generously dedicate time and energy to the success of our students.

**CURRENT CONSIDERATIONS:** Principals of each of the district schools will join President Farris and Superintendent Rummer in a presentation of the Annual Sierra Sands Rose Awards in recognition of those parents and community members who are most generous in their support of the schools in the Sierra Sands Unified School District.

**Gateway Elementary School:** Bambi Risden is a parent of two students at Gateway. She volunteers in both of their classes on a regular basis and chaperones fieldtrips. Bambi is a PTO volunteer who assists with a variety of activities throughout the year including the carnival, Junior Olympics, and Gator Days. She is also our Yearbook Coordinator and makes sure we get all the necessary photos to create a fabulous photo gallery of the year's events. Bambi also shows school spirit by donning our Gary the Gator mascot costume at school events. We are proud to honor her as our Rose Award recipient this year

**Murray Middle School:** Catherina Luu is our Rose Award Winner this year. Catherina has been a parent volunteer at Murray for the past 6 years. She has helped non-stop in our band and orchestra programs. She loads the instruments, helps with uniforms, chaperones concerts and trips and helps with fund raisers. Catherina is also one of the most active PTSO parents we have. She currently runs our student store and we have had booming business with her at the helm. She has paid very close attention to what the students want to purchase and what the teachers want the store to provide. She keeps an excellent inventory and knows just what we need and what we should never purchase again. This past year she has instituted a new "sale" program. She puts various merchandise on "sale" for 50% off or for a low price and the student's just love to come in and find out what is on sale and what they can purchase. It has created a good learning situation for the students and they are patient, waiting until their item goes on sale.

Murray Middle School: (continued)

Catherina comes to every PTSO meeting and always has logical, easy to implement ideas. She is trustworthy and volunteers to help at every event. Most importantly, Catherina is loyal and kind. She always finds the best in everything that happens. She has excellent integrity and is always willing to help. It can be hard to find ways to volunteer at the secondary level, but Catherina has found her niche and we are so thankful to have had her these past 6 years. She is moving on to BHS and we hope she continues to enjoy her volunteer time at the high school. Thank you so much, Catherina, for all you do to help Murray be such an amazing school.

Burroughs High School: I am pleased to recognize Sue Lemon as our Rose Award recipient. Sue is our JV Cheerleading coach. Most people are probably not aware that the JV Cheer coach is a volunteer position. Yet, the time commitment and energy required to serve in this position would be viewed by many of us as a full time job! Sue coaches and mentors our squad of JV cheerleaders all year long, improving the culture and spirit of our school at school and athletic events. We are so grateful for volunteers, like Sue, who make our school and community a better place.

Inyokern Elementary School: I am so happy to recognize Coach Mike Jorgensen as our Rose Award Winner from Inyokern School. The Inyokern staff almost unanimously voted for Coach Mike when I asked them who we should recognize this year. Three years ago when our 5<sup>th</sup> grade basketball team needed a coach, he stepped in to do this job. He is supportive of our students and is willing to work on their schedule to help them learn a love for the game, a sense of team work, and even some actual basketball skills. He has not only been a basketball coach, but a mentor as well. The part he didn't see is the time our students worked on his "plays" during recess and lunch. The students would talk to each other about what Coach Mike had said. Kids need to play, learn skills, and have fun. And, this is what Coach Mike was teaching. The players greatly respect him because he models respect towards them. We are so grateful to Coach Mike for the many, many hours of volunteer service he has provided at Inyokern School. The staff, parents and students are very fortunate to have someone that so graciously shares his love and dedication to sports. Now, with too many years to count coaching students, he will be retiring and Inyokern will have to look for another coach. We are very proud to honor Coach Mike as our Rose Award winner – he will be missed.

Rand Elementary School: I am happy to recognize Luci Meech as our Rose Award recipient. Luci comes to Rand to help provide extra activities for our students. She has volunteered her time to make Stone Soup with homemade rolls, pizza, and the most fantastic gingerbread houses or in our case a gingerbread village. She serves on our school site council and is the honorary “Class Mom”. Her warm smile and patience make her loved not just by the students but parents as well. Since she has a kindergartener we look forward to three more years of her special talents. Thank you Luci for all you do for our students.

Pierce Elementary School: The Pierce School Staff is happy to honor Mrs. Angela Moore with a Rose Award this year. Angela has been a fixture at Pierce ever since Taylor started kindergarten in 2007. She has worked tirelessly in classrooms at every grade level, moving up each year with Taylor. She has been a fundraiser extraordinaire for our GATE program helping Mrs. Johnson take the GATE kids to Disneyland several years in a row. She is an excellent popcorn popper, snack sales person, and money counter. Angela and her husband Cameron have been very active with our PTO, helping with everything from the Fall Festival, to the 80’s Dance, and the upcoming Variety Show in May. Angela has also been secretary of the PTO for at least two years and has helped us raise money for risers, emergency supplies, and our new marquee that will hopefully be installed this summer. Besides all that Angela is also one of our official Pierce photographers, taking pictures of students at all our special events. This year we have named her our official videographer. Angela takes all those pictures and produces an end of the year video complete with upbeat music that our students always enjoy! I don’t know what we will do when she moves up to middle school in the fall! Congratulations Angela, thanks for all you have done for our Pierce family over the years.

Mesquite High School: Gino LaMarca is Mesquite’s Volunteer of the Year. He is a retired physicist who volunteers his time to support many organizations in our community. Gino is very active in the United Way, VITA (Veterans Income Tax Assistance program), and his church, St. Ann’s. Gino volunteers much of his time tutoring students in mathematics at Mesquite. Gino faithfully reports to Mesquite every Monday, Wednesday and Friday providing support to individual students so that they can complete the CAHSEE and Algebra 1 graduation requirements. This is Gino’s eleventh year tutoring our students. Staff and students are so grateful that Mr. La Marca supports our school. We appreciate every minute he spends on our campus assisting our students. He is a bright spot for many students who depend on him to help them meet some very challenging goals. Several students were interviewed and asked how they feel about the tutoring Gino provides to students. Students made comments such as:

**Mesquite High School:** (continued)

“Gino shows me different ways to work out a problem so I understand it. I don’t think I would have completed my algebra requirement without his help.”

“Gino makes math easy. I didn’t like math until Gino helped me. Now math is cool!”

“Gino is so patient and understanding. I wouldn’t be graduating if he wasn’t there to help me.”

We are all so appreciative of the help and support Gino gives to our students and our program.

**Faller Elementary School:** When it was shared with Lorie Verkuyl that she was selected Faller’s Volunteer of the Year she couldn’t hold back her tears. She was aghast, dumbfounded, astonished. Only she would feel that way because she doesn’t see it as anything but being there for kids. And she been there for Faller students for 5 years!

“How can I help” “What can I do?” “Do you have everything you need?” On a daily basis we hear Mrs. Verkuyl ask these questions. Never expecting anything in return because her return is the satisfaction of helping students and staff, Mrs Verkuyl is at our school each and every day. It might be helping in the kindergarten class, being a runner during picture day, or picking up our daily raffle prize during CST testing. Her contributions to Faller School since 2008 are numerous. She is an active PTO member assisting family nights, working Pride Day, orchestrating staff luncheons. She is always there at our Fall Carnival, Junior Olympics, Book Fair and FAME. She works with small groups of students helping them read their sight words or repeat letter sounds. She is one of our Parent Ambassadors greeting students getting out of their car each morning. She not only volunteers in her children’s classrooms but in other classrooms as well. If her children are going on a field trip, she is right there to chaperone. She brought the Capri Sun recycling program to Faller which in the last three years has earned \$760. Also, she takes the collected pull tabs from Faller to the Lions Club which benefits Ronald McDonald’s Houses. And we don’t want to forget to mention the incredible chile relleno Mrs. Verkuyl cooks up several times a year for staff.

Lorie is married to Tonny, Assistant Fire Chief of China Lake Fire Department and Faller School Site Council member. She has two children: Brieanna grade 4 and Aiden grade 2. The good news is her youngest still has 3 more years at Faller! What an honor for us to have Lorie as Faller School’s Volunteer of the Year. Thank you, Lorie, for your remarkable dedication to Faller School.

**James Monroe Middle School:** The James Monroe Tiger family is pleased to recognize Mrs. Julie Bradford as our Rose Award winner. Mrs. Bradford is the quintessential behind the scenes volunteer. She is a master crafter and artist, and for multiple dances she has spent countless hours on decorations. For an Under the Sea themed dance she made octopus shaped balloons, jelly fish out of shower caps and ribbon, balloon kelp and fish and more.

James Monroe Middle School: (continued)

For our most recent dance, with an enchanted garden theme, she had so many tissue paper flowers in her house that some bedrooms were not available because they were so full of flowers! She has helped to facilitate the reading program, donated dozens of cupcakes, and other goodies. Mrs. Bradford is thoughtful, gives selflessly and understands the significance of our Every Tiger Every Day motto. She is the kind of volunteer that would prefer to go unnoticed, but we are so glad to be able to recognize her.

Richmond Elementary School: Richmond Elementary School is proud to honor Mrs. Becky Anderson as our Rose Award recipient this year. She volunteers many hours at Richmond. In any given week, you will see her on campus coming to work in different classrooms with small group crafts and projects, reading with children in the cafeteria each morning, and helping with nearly every activity during the school year.

Mrs. Anderson was one of our two Battle of the Books moms who taught the lessons at weekly BOB meetings all year. She gave many memorable lessons, such as dressing as a lady from the 1800s and asking each student to describe an item from 2013 so that a person from her century could understand what the item was. She also always expected the BOB students to give excellent answers, and so she got thoughtful responses from them. She attended both the Pierce battle and the Bakersfield battle where she was a questioner for the BOB contestants. Mrs. Anderson is a supporter of Richmond sports and is our girl's basketball co-coach. She sends in extra supplies, snacks, and offers to help whenever help is asked for. She was a FABULOUS chaperone for the 5th grade field trip last year and even volunteered to do it again this year. She knows the children, supports the teachers, and loves the school. For all these reasons and more, Mrs. Anderson is our Rose Award Recipient.

Las Flores Elementary School: The 2012-13 Rose Award recipient for Las Flores is Mrs. Judith Bal. Judith began volunteering at Las Flores with the enrollment of her first of three sons in our kindergarten program. That was over seven years ago...Judith is a treasure and works nearly full days four to five days a week on campus. She is one of those quiet and humble souls who remains the constant in her family and on our campus. She is a "jack of all trades" with the ability to lead a small reading group, run copies, make trips to the ERC, organize materials, or decorate bulletin boards. Judith's quiet confidence and tremendous work ethic are one of Las Flores' greatest assets and we are indebted to her for her selfless service.

SUPERINTENDENT'S RECOMMENDATION: President Farris, Mrs. Rummer, and school principals will introduce award recipients and present certificates and roses to each in recognition of their service to the district.

### 3. PROGRAMS AND PRESENTATIONS

#### 3.6 Recognition of Site and District Employees of the Year

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**BACKGROUND INFORMATION:** As the end of the 2012-2013 school year is fast approaching, we would like to recognize our outstanding classified and certificated Employees of the Year for their service to students and the educational community. Each site nominates and then selects a certificated and classified employee to receive this honor. The district certificated and classified Employees of the Year are selected by the members of the Superintendent's Cabinet after a review of the site/department winners. The district Administrator of the Year is selected by the management team from a ballot vote.

**CURRENT CONSIDERATIONS:** This is an excellent opportunity for administrators, staff, parents, students, and community members to recognize and salute outstanding employees and their many contributions to student success. The following employees were honored as an Employee of the Year by their respective schools or departments and will be presented to the Board of Education for their service to the district by their site principal or department supervisor:

Randi Chappell, Certificated, Burroughs	Vicki Levack, Certificated, Burroughs
Nadine Steichen, Certificated, Burroughs	Lori Cracraft, Classified, Burroughs
Michelle French, Classified, Burroughs	Karen McDonald, Certificated, Mesquite
Leslie Banks, Classified, Mesquite	Alison Shewmaker, Certificated, Monroe
Teresa Martinez, Classified, Monroe	Colleen Finnerty, Certificated, Murray
Wendy Moschitto, Classified, Murray	Andrea Miller, Certificated, Faller
Saray Ortega, Classified, Faller	Sara Olson, Certificated, Gateway
Maryann Lupton, Classified, Gateway	Maureen Glennon, Certificated, Inyokern
April McMurtrie, Classified, Inyokern	Margaret Bergens, Certificated Las Flores
April Holly, Classified, Las Flores	Doug Dalton, Certificated, Pierce
Gail deHaan, Classified, Pierce	Connie White, Certificated, Richmond
Nicole Yeager, Classified, Richmond	Karen Cott, Classified, District Office
Carl Connally, Classified, Support Services	Vicki Peach, Transportation
Joanne Reinke, Classified, Food Service/Warehouse	
Jennifer Williams, Certificated, Curriculum/Special Projects/Technology	
Dave McGowan, Classified, Curriculum/Special Projects/Technology	
Cathy Boomer, Certificated, PPS/SELPA	
Maria Wigton, Classified, PPS/SELPA	

The following employees were selected as District Employee of the Year:

Certificated: Margaret Bergens  
Classified: Saray Ortega  
Administrator: Shirley Kennedy

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Board President Farris, Superintendent Rummer, and Assistant Superintendent of Human Resources, Mr. Bell will recognize these honorees for their service to the district.

### 3. PROGRAMS AND PRESENTATIONS

#### 3.7 Presentation of Service Awards to District Retirees

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**BACKGROUND INFORMATION:** The talents and contributions of district employees are the key to the success of the students of the Sierra Sands Unified School District. Near the end of each school year, the board of education takes time to recognize the service and dedication of those employees who have retired during the current year or will be retiring at the end of the current school year.

**CURRENT CONSIDERATIONS:** This year there are 13 certificated and classified employees who will be recognized for their distinguished and dedicated service to the district. They are listed below along with their most recent assignment and dates of service.

#### **Certificated Retirees**

Cathy Boomer	District Nurse, Pupil Support Services	1987-2013
Shirley Crouse	3 <sup>rd</sup> Grade Teacher, Faller	1993-2013
Emily Hamlin	Special Day Class Teacher, Richmond	1993-2013
Judy (Levin) Hennessey	4 <sup>th</sup> Grade Teacher, Las Flores	2001-2013
Nancy McDonald	2 <sup>nd</sup> Grade Teacher, Richmond	2000-2013
Susan Nissan	District Nurse, Pupil Support Services	2001-2013
Jeff Prusa	Industrial Arts, Burroughs	1979-2013
Connie White	Special Day Class Teacher, Richmond	1996-2013
Deborah Wisecarver	History Teacher, Burroughs	1983-2013
Janet D. Wright	ROP Health Careers, Burroughs	2001-2013

#### **Classified Retirees**

Cathie Baird	Receptionist, Burroughs	2003-2013
Reid Baker	Utility Clerk, Burroughs	1977-2013
Karen Cott	Administrative Secretary II, Business Office	1979-2013

**SUPERINTENDENT'S RECOMMENDATION:** Board President Farris, Superintendent Rummer and Assistant Superintendent of Human Resources, Mr. Bell will introduce retirees and present service awards to each in recognition of their service to the district. A brief reception will follow these presentations in the lobby to greet and congratulate retirees and other award recipients.

#### 4. PUBLIC HEARING

##### 4.1 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2013-14 for the Sierra Sands SELPA

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**BACKGROUND INFORMATION:** Assembly Bill 602 requires Special Education Local Plan Areas (SELPAs) to submit an Annual Budget Plan and an Annual Service Plan that are adopted at a public hearing of the board. As required in Education Code Section 56205, together these plans must identify expected expenditures and include a description of services, the physical location of services, and must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Plan (IEP).

**CURRENT CONSIDERATIONS:** According to the governance and policymaking process established within the Sierra Sands SELPA Local Plan for Special Education, an Annual Budget Plan and an Annual Service Plan must be developed each year. The completion of the process will be documented by evidence that a public hearing has been held before the adoption of the Annual Budget Plan and the Annual Service Plan.

**FINANCIAL IMPLICATIONS:** The special education services provided by the Sierra Sands SELPA are supported through a combination of categorical special education state and federal funding, the expenditure of which is documented in these plans.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board conduct a public hearing on the Annual Budget Plan and the Annual Service Plan for 2013-14.

**ANNUAL BUDGET PLAN  
FISCAL YEAR 2013–14**

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The *Standardized Account Code Structure* (SACS) codes provide source information from the local educational agency (LEA) reporting.

	<b>Reference/Label</b>	<b>Instructions</b>	<b>Estimated Totals</b>
A	Funds received in accordance with Chapter 7.2 (commencing with California <i>Education Code</i> [EC] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300–3499 (Federal) 6512–6535 (General Fund)	4,959,901
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	208,198
C	Special Education services to pupils with: (1) <b>severe disabilities</b> , and (2) <b>low-incidence disabilities</b>	SACS Goal Code 5710	90,701
		SACS Goal Code 5730	260,775
		SACS Goal Code 5750	1,019,401
D	Special education services to pupils with <b>non-severe disabilities</b>	SACS Goal Code 5770	3,448,158
E	Supplemental aids and services to meet the individual needs of pupils placed in <b>regular education classrooms</b> and environments	Any SACS Goal Code with SACS Function Code 1130 <sup>1</sup>	14,103
F	Regionalized operations and services, and direct instructional support by <b>program specialists</b> in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5050	0
		SACS Goal Code 5060	0
G	The use of <b>property taxes</b> allocated to the special education local plan area pursuant to EC Section 2572.	Statement is included in Local Plan	

<sup>1</sup> Function Activity Classification can be located at:  
<http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc>

California Department of Education, Special Education Division Form ASP-01a (rev March 2013)						
Special Education Local Plan Area:						
California Special Education Management Information System Service Descriptions						
Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)	
210	<b>Family training, counseling, and home visits (ages 0–2 only):</b> This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 Code of Federal Regulations (CFR) sections 300.34 (c)(3), 300.226	
220	<b>Medical services (for evaluation only) (ages 0–2 only):</b> Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	X			34 CFR sections 300.34 (c)(3), 300.226	
230	<b>Nutrition services (ages 0–2 only):</b> These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 CFR sections 300.34 (c)(3), 300.226	
240	<b>Service coordination (ages 0–2 only)</b>	X			34 CFR sections 300.34 (c)(3), 300.226	
250	<b>Special instruction (ages 0–2 only):</b> Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 CFR sections 300.34 (c)(3), 300.226	

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
260	<b>Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)</b>			X	34 CFR sections 300.34 (c)(3), 300.226
270	<b>Respite care services (ages 0–2 only):</b> Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)			X	34 CFR sections 300.34 (c)(3), 300.226
330	<b>Specialized academic instruction:</b> Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 CFR Section 300.39(b)(3)
340	<b>Intensive individual instruction:</b> IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 California Education Code (EC) Section 56364
350	<b>Individual and small group instruction:</b> Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	X			5 California Code of Regulations (CCR) Section 3051; 30 EC Section 56441.2
415	<b>Language and speech:</b> Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	X			5 CCR Section 3051.1; 30 EC Section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	<p><b>Adapted physical education:</b> Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.</p>	<b>X</b>			<p>5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)</p>
435	<p><b>Health and nursing—specialized physical health care services:</b> Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.</p>	X			<p>5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;</p>
436	<p><b>Health and nursing—other services:</b> This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.</p>	X			<p>5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107</p>

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	<p><b>Assistive technology services:</b> Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.</p>	X			<p>5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105</p>
450	<p><b>Occupational therapy:</b> Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.</p>	X			<p>5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)</p>

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	<p><b>Physical therapy:</b> These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.</p>	X			<p>5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California <i>Business and Professions Code</i> (<i>B&amp;PC</i>) Chapter 5.7 sections 2600–2696; <i>Government Code</i> (<i>GC</i>) Interagency Agreement Chapter 26.5 Section 7575(a)(2)</p>
510	<p><b>Individual counseling:</b> One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.</p>	X			<p>5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)</p>
515	<p><b>Counseling and guidance:</b> Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.</p>	X			<p>34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9</p>

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	<b>Parent counseling:</b> Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.			X	5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	<b>Social work services:</b> Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.			X	5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	<b>Psychological services:</b> These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	<b>Behavior intervention services:</b> A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	<b>Day treatment services:</b> Structured education, training, and support services to address the student's mental health needs.			X	Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	<b>Residential treatment services:</b> A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.			X	Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	<b>Specialized services for low incidence disabilities:</b> Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	<b>Specialized deaf and hard of hearing services:</b> These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	<b>Interpreter services:</b> Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	<b>Audiological services:</b> These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	<b>Specialized vision services:</b> This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	X			5 CCR Section 3030(d); 30 EC Section 56364.1
730	<b>Orientation and mobility:</b> Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	<b>Braille transcription:</b> Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	<b>Specialized orthopedic services:</b> Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	<b>Reading services</b>			X	5 CCR Section 3051.16

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	<b>Note taking services:</b> Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 CCR Section 3051.16
755	<b>Transcription services:</b> Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	X			5 CCR Section 3051.16
760	<b>Recreation services, includes therapeutic recreation:</b> Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.			X	5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	<b>College awareness:</b> College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	<b>Vocational assessment, counseling, guidance, and career assessment:</b> Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	<b>Career awareness:</b> Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	<b>Work experience education:</b> Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	<b>Job Coaching:</b> Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	<b>Mentoring:</b> Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	<b>Agency linkages (referral and placement):</b> Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	<b>Travel training (includes mobility training)</b>	X			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	<b>Other transition services:</b> These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	X			

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900	<b>Other special education/related services:</b> Any other specialized service required for a student with a disability to receive educational benefit.	X			
	<p>* <i>B&amp;PC</i>—Business and Professional Codes  <i>CCR</i>—California Code of Regulations  <i>CFR</i>—Code of Federal Regulations  <i>EC</i>—Education Code  <i>GC</i>—Government Code</p>				

## **Special Education Local Plan Area:**

### **Local Educational Agency:**

## **ANNUAL SERVICE PLAN (001)**

Please ensure that the following are included on this form:

10–Public Day School	11–Public Residential School
15–Special Education Center/Facility	19–Other Public School/Facilities
20–Continuation School	22–Alternative Work Education Center/Work Study Program
24–Independent Study	31–Community School
55–Charter School (operated by an LEA/District/County Office of Education)	56–Charter School (operated as an LEA)

## Special Education Local Plan Area:

## Local Educational Agency:

## **Other Facilities (002)**

Use these codes to identify the type of facility providing services to students ages 6-22:

30–Juvenile Court School	32–Correctional Institution or Incarceration Facility	40–Home Instruction
45–Hospital Facility	50–Community College	51–Adult Education Program
70–Nonpublic Day School	71/72–Nonpublic Residential School	79–Nonpublic Agency

## **Special Education Local Plan Area:**

## Local Educational Agency:

## **Infant Services (003)**

Use these codes to identify the type of facility where Infant Services (ages 0-3) are provided:

00-No School (Ages 0-5 only)	10-Public Day School
11-Public Residential School	19-Other Public School/Facilities
40-Home	45-Hospital Facility
62-Child Development or Child Care Facility	65-Extended Day Care

## **Special Education Local Plan Area:**

## Local Educational Agency:

## **Pre-School Services (004)**

Use these numbers to identify the type of facility where Pre-School Services (ages 3-5) are provided:

40—Home Instruction	45—Hospital Facility
61—Head Start Program	62—Child Development or Child Care Facility
63—State Preschool Program	64—Private Preschool
65—Extended Day Care Program	

Sierra Sands Unified School District  
Eighth Month Enrollment 2012-2013

SCHOOL	2012-13 YTD %	2011-12 YTD %													2012-13 TOTAL	2011-12 TOTAL	CHANGE	<u>Elementary K - 5</u>		2012-13		2011-12	
			K	1	2	3	4	5	6	7	8	9-12	SDC	Regular -	K	1 - 3	4 - 5	SDC	RSP				
FALLER	96.4%	96.3%	74	81	77	87	78	76						473	488	-15			384	405			
GATEWAY	95.8%	96.0%	55	87	74	70	65	63						17	431	429	2		1156	1162			
INYOKERN	94.8%	95.2%	31	36	28	26	31	27						179	188	-9			696	714			
LAS FLORES	95.3%	95.4%	97	70	74	63	62	67						433	393	40							
PIERCE	95.2%	95.4%	56	53	61	59	54	52						335	349	-14			120	107			
RAND	94.1%	92.7%	5	0	2	2	0	0						9	7	2			103	107	-4		
RICHMOND ANNEX	91.7%	92.3%												103	103	107							
RICHMOND	95.7%	95.8%	66	70	63	73	64	57						393	427	-34			1016	1022			
TOTAL K - 5	95.5%	95.6%	384	397	379	380	354	342						120	2356	2388	-32						
MONROE	95.0%	95.7%												157	156	161			28	502	492	10	
MURRAY	95.5%	95.6%												196	194	152			33	575	587	-12	
TOTAL 6 - 8	95.3%	95.6%												353	350	313			61	1077	1079	-2	
BURROUGHS	95.2%	94.9%																1281	66	1347	1388	-41	
MESQUITE	94.4	n/a																120	120	106	14		
																		0	0	0	0		
TOTAL 9 - 12																		1401	66	1467	1494	-27	
12-13 TOTAL	95.3%		384	397	379	380	354	342	353	350	313	1401	247	4900	---	---							
11-12 TOTAL		95.4%	405	414	390	358	351	363	350	319	353	1425	233		4961	---							
CHANGE		-0.10%	-21	-17	-11	22	3	-21	3	31	-40	-24	14	---	---	---		-61		552	542		



# **SIERRA SANDS UNIFIED SCHOOL DISTRICT**

## **Promotions and Graduations**

# **2013**

### **Sierra Sands Adult School Graduation**

May 24 2013

6:00 p.m.

Carriage Inn

### **Murray Middle School Promotion**

May 30, 2013

8:00 a.m.

Solar Park on Blandy Street

### **James Monroe Middle School Promotion**

May 30, 2013

10:30 a.m.

Kerr-McGee Center

### **Mesquite High School Graduation**

May 30, 2013

6:30 p.m.

Mesquite High School

### **Burroughs High School Graduation**

May 31, 2013

8:00 p.m.

Burroughs High School Football Stadium

## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Adoption of Textbooks and Instructional Materials for AP English Language and Composition, Expository Reading and Writing, and AP Chemistry

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**BACKGROUND INFORMATION:** Textbook and instructional materials review is part of the district wide curriculum review process. Sierra Sands staff, parents and community members completed the review process as outlined in board policy during site and district level meetings held throughout the school year.

**CURRENT CONSIDERATIONS:** Three of the six new high school courses receiving board approval at the April 18, 2013 board meeting, AP English Language and Composition, Expository Reading and Writing, and AP Chemistry require new instructional materials.

As per board policy, all materials recommended for adoption by the board of education through the Textbook Selection Committee process were submitted to the District Instruction and Materials Selection Committee (DIMSC) for review and approval. At the DIMSC meeting held on April 30, 2013 recommendations were discussed and unanimously approved for recommendation to the board. A complete list of all recommended texts and materials are included in your packets. A press release dated May 1, 2013 informed the public that all texts and materials being considered for adoption by the board of education were available for review in the Textbook Depository located at the Sierra Vista Education Center.

**FINANCIAL IMPLICATIONS:** The anticipated cost of English language arts instructional materials for AP English Language and Composition and Expository Reading and Writing is \$4,055.79, and AP Chemistry is \$9,458.23. This is an appropriate expense for Proposition 20 Lottery Funds.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board adopt the selected English language arts and AP Chemistry textbooks and instructional materials as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
*Instructional Services: Textbook Depository, 499-1728*

**INSTRUCTIONAL ADVISORY COMMITTEES' TEXTBOOK RECOMMENDATIONS FOR SCHOOL YEAR 2012-13**

<u>COURSE NAME(S)</u>	<u>GRADES(S)</u>	<u>TITLE</u>	<u>PUBLISHER</u>	<u>©</u>
<b>HIGH SCHOOL</b> <b>SCIENCE DEPT</b> Chemistry (AP)	9-12	<i>The Central Science</i>	Pearson Prentice Hall	2012
<b>HIGH SCHOOL</b> <b>ENGLISH DEPT</b> English Language Arts (AP)	9-12	<i>The Language of Composition</i>	BedFord/Martin's	2008
	9-12	<i>Expository Reading And Writing</i>	BedFord/Martin's	2008
	9-12	<i>Into the Wild</i> (Novel)	Anchor Books	1996

## 6. EDUCATIONAL ADMINISTRATION

### 6.2 Approval of the Annual Budget Plan and the Annual Service Plan for 2014-2013 for the Sierra Sands SELPA

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**BACKGROUND INFORMATION:** Assembly Bill 602 requires Special Education Local Plan Areas (SELPAs) to submit an Annual Budget Plan and an Annual Service Plan that are adopted at a public hearing of the board. As required in Education Code Section 56205, together these plans must identify expected expenditures and include a description of services, the physical location of services, and must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Plan (IEP).

**CURRENT CONSIDERATIONS:** According to the governance and policymaking process established within the Sierra Sands SELPA Local Plan for Special Education, completion of the process will be documented by evidence that a public hearing has been held before the adoption of the Annual Budget Plan and the Annual Service Plan. This public hearing will be held on May 16, 2013 at 7:00 p.m. at the regular meeting of the Sierra Sands Unified School District Board of Education at Ridgecrest City Council Chambers, 100 West California Avenue. After the public hearing, the budget and service plans must be adopted by the board of education.

**FINANCIAL IMPLICATIONS:** The special education services provided by the Sierra Sands SELPA are supported through a combination of categorical, special education, state and federal funding, the expenditure of which is documented in these plans.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board adopt the SELPA Budget Plan and Annual Service Plan for 2013-14 as presented.

## 6. EDUCATIONAL ADMINISTRATION

### 6.3 Approval of AVID (Advancement Via Individual Determination) Implementation Agreement for AVID Membership, Materials, and Training

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**BACKGROUND INFORMATION:** The Elementary and Secondary Education Act (ESEA) as well as the principals of Common Core place major emphasis upon professional development and the use of validated research based programs and strategies in order to improve student achievement and facilitate college readiness.

**CURRENT CONSIDERATIONS:** AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society. It is designed to increase school wide learning and performance. Sierra Sands has been participating in the AVID program for the past four years with excellent results. It is currently implemented at three sites, Burroughs, Monroe, and Murray. Implementation of this program includes membership and license fees per school site, summer institute fees and registration, and District Director Professional Learning Services. Thirty seven (37) people will attend the Summer Institute in August 2013. Included in this group are district project teachers who will attend this year's summer institute so that they may facilitate embedding AVID strategies in district collaborations thereby benefitting students from these research based practices.

**FINANCIAL IMPLICATIONS:** The proposed contract is for \$31,586 for all services. As in past years, Economic Impact Aid /LEP funding continues to be the appropriate fund source for this contract.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board of education authorize the district to enter into a contract with AVID Center.

# AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the school system named in Attachment A ("School System").

## **Article I. AVID Membership Benefits**

### **1.1 AVID Mission and Purpose:**

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on service to schools to ensure the quality implementation of the AVID College Readiness System; national leadership in education; and innovation through current research.

### **1.2 AVID Membership:**

"AVID Members" or "AVID Member School Sites" are those School Sites listed in Attachment A as implementing one or more AVID programs—Elementary and/or Secondary—and with a Site Status of either "New" or "Existing". Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID Members and are not eligible for membership.

### **1.3 AVID College Readiness System and Materials:**

School System is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed in Attachment A, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Agreement.

Sections with "Secondary" or "District Director" in the header title herein will only apply if Secondary is listed in any AVID Member School Site's Program Name on Attachment A. Sections with "Elementary" or "Elementary Liaison" in the header title herein will only apply if Elementary is listed in any AVID Member School Site's Program Name on Attachment A.

1.4 AVID Center Support for Secondary:

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

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- access to other quality continuing professional learning trainings or services such as AVID Path Trainings, AVID Weekly, AVID Test Prep, and others;
- coordination with School System's District Director to collect, report, and analyze data from School System and Member School Sites;
- review the quality of implementation through the Certification process;
- access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website;
- an AVID yearbook and ACCESS academic journals for School System and each Member School Site listed in Attachment A as implementing the Secondary Program; and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.4a AVID Center Support for AVID Elementary:

AVID Center agrees to provide support to School System for its Elementary AVID Member School Sites through the Elementary Liaison and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- access to training for the AVID Elementary Liaison at AVID Summer Institute and through the two-year AVID Elementary Leadership Training;
- coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the Elementary Liaison;
- coordination with School System's Elementary Liaison to collect, report, and analyze data from Member School Sites;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each Member School Site listed in Attachment A as implementing the Elementary program; and
- assistance in disseminating information about AVID to potential new AVID Elementary sites within School System.

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 AVID Summer Institute:

AVID Center agrees to provide School System and its listed AVID Member School Sites access to AVID Summer Institute. School System and its listed AVID Member School Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.7 Licensing Benefits:

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

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee based on the total number of Member School Sites in School System's AVID program according to the pricing schedule set forth in Attachment A.

## **Article II. School System Responsibilities**

2.1 AVID Secondary Methodology:

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

2.1a AVID Elementary Methodology:

AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center.

2.2 AVID Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the School System and its AVID Member School Sites via the MyAVID portal.

2.2a AVID Elementary Student Selection:

AVID Elementary serves all students of the AVID Member School Sites listed on Attachment A as implementing the Elementary program and does not require a student selection process.

2.3 AVID Secondary Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Learning Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.3a AVID Elementary Qualified Staff:

School System agrees to maintain, at its expense, at least one Elementary Liaison. AVID Center recommends that the School System maintains one Elementary Liaison for every 10-15 AVID Member School Sites implementing the AVID Elementary program. The Elementary Liaison will receive training at an AVID Summer Institute and will enroll in and complete the two year AVID Elementary Leadership Training. School System also agrees to pay the AVID Elementary Leadership training, materials, and support cost ("Elementary Liaison Professional Learning Services Price") set forth in Attachment A. AVID Elementary Liaison responsibilities are listed in Article III below and include providing AVID Member School Sites implementing the AVID Elementary program with on-site support, articulation and data collection as it relates to AVID Elementary.

2.4 AVID Secondary Staff Training:

School System agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member School Sites.

A. AVID Summer Institute: School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID District Director may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates--"Early Bird," "Regular," and "Late." All rates can be found online at [www.avid.org](http://www.avid.org). If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

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

**2.4a AVID Elementary Staff Training:**

School System agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and support staff through AVID Summer Institute teams.

**A. AVID Summer Institute:** All AVID Member School Sites in Year 1 or Year 2 of implementing the AVID Elementary program will send a minimum of four (4) members to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID Elementary Liaison may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates, "Early Bird," "Regular," and "Late." All rates can be found online at [www.avid.org](http://www.avid.org). If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

**B. AVID Elementary Coaching Package:** School Systems that have AVID Member School Sites in Year 1 and/or Year 2 of implementation of the AVID Elementary program will be required to schedule an AVID Elementary Coaching Package. This package of two (2) consecutive on-site days allows for individualized coaching to address unique needs of each district and Elementary Liaison. AVID Center will work with the Elementary Liaison to schedule the days. The School System may request additional days at the rate of \$1,800.00 per day.

**2.5 Data Collection:**

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

2.6 AVID Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Elementary, Middle Level, High School—consists of a set of AVID publications and materials.

2.6a Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member School Site implementing the Secondary program and listed as "new" in Attachment A prior to each AVID Member School Site's initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Secondary libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Secondary and for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Library, Elementary:

School System agrees to purchase at least one (1) complete AVID Elementary Implementation Library for each AVID Member School Site implementing the Elementary program and listed as "new" in Attachment A prior to each AVID Member School site's initial implementation of AVID. Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Elementary Implementation Libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Elementary and for which the materials were originally purchased. AVID Elementary Implementation Libraries are non-transferable. School System and its AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6c Curriculum Shipment(s):

AVID Center will ship curriculum libraries upon full execution of this agreement, once materials have been produced, if conditions of Article VII herein are fulfilled, and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on Attachment A as provided by School System. School System confirms that this date and location reflect the best time and location for receipt of shipment. School System should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

**Article III. AVID District Director (Secondary) and/or Elementary Liaison**

3.1 Role of the AVID District Director (Secondary):

In order to disseminate the AVID Secondary program effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for the AVID Secondary program within School System. These individuals accept responsibility for ensuring the implementation of the AVID Secondary program according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID Member School Sites and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and professional learning to the AVID College Readiness System and coordinators.

**3.1a Role of the AVID Elementary Liaison:**

In order to implement quality grade level effectiveness and to build strong AVID Feeder Patterns, AVID Center coordinates training and networking of district leaders known as Elementary Liaisons. The primary role of the Elementary Liaison is to coordinate support and provide articulation opportunities for AVID Elementary sites. These individuals accept responsibility for ensuring the implementation of AVID Elementary key components according to the AVID Elementary Essentials and for facilitating the development of AVID Feeder Patterns and site conditions that ensure effective elementary implementation. Elementary Liaisons attend four (4) sequential AVID Elementary Leadership trainings throughout a two-year period. Trainings consist of AVID Methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about AVID's online resources, data collection, certification, and continued professional learning. Elementary Liaisons attend the Elementary Administrator and/or Elementary Liaison Strands at AVID Summer Institute with their teams and help develop the feeder patterns vision and plan for quality implementation. The Elementary Liaison attends and supports ongoing professional learning through AVID Coaching Packages.

**3.2 Time Allocation for the AVID District Director:**

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID Member School Sites, and for urban or suburban districts with twenty (20) or more AVID Member School Sites.

**3.2a Time Allocation for the AVID Elementary Liaison:**

The ability of the Elementary Liaison to plan and conduct AVID activities is impacted by what proportion of the Elementary Liaison's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the Elementary Liaison's time be allocated to AVID Elementary oversight. AVID Center recommends that full-time allocation or multiple AVID Elementary Liaisons be considered for rural districts with ten (10) or more AVID Elementary Sites and for urban or suburban districts with twenty (20) or more AVID Elementary Sites.

**3.3 Secondary Professional Learning:**

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID Summer Institute(s).

3.3a [Elementary Professional Learning:](#)

The Elementary Liaison coordinates feeder pattern articulation meetings (with administrators, teachers, and support staff), site support, and participates in the AVID Summer Institute(s) according to the elementary training cycle.

3.4 [Secondary Technical Support to Sites:](#)

The District Director periodically visits each AVID Member School Site, at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID professional learning, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.4a [Elementary Technical Support to Sites:](#)

The Elementary Liaison visits sites, observes classrooms, coaches administration, teachers and support staff to facilitate progress toward goals identified, and to promote institutionalization of AVID Elementary Essentials. The Elementary Liaison attends AVID Elementary Leadership Training and provides ongoing professional learning for all AVID Elementary sites.

3.5 [Data Collection and Research:](#)

The District Director and/or Elementary Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 [Building a Structure of Support:](#)

The District Director and/or Elementary Liaison coordinates the establishment of an AVID District team or advisory group that is made up of top-level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to, and success in, rigorous college preparatory courses.

3.7 [Outreach:](#)

The District Director and/or Elementary Liaison responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

3.8 **Secondary Partnerships with Postsecondary Institutions:**

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for secondary AVID students at AVID Member School Sites enrolling at the postsecondary institutions.

3.9 **Secondary Special Events:**

The District Director facilitates AVID events (e.g. AVID student writing contest, AVID student conference, AVID family conference).

3.9a **Elementary Special Events:**

The Elementary Liaison facilitates AVID elementary events (e.g. end of year recognition events, transition events and feeder pattern articulation meetings).

3.10 **Partnership with AVID Center:**

The District Director and/or Elementary Liaison coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ email, by contributing to the AVID international academic journal, etc.

**3.11 AVID District Leadership Training for District Directors (Secondary):**

AVID District Leadership Training (ADL) Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the School System should periodically check [www.avid.org](http://www.avid.org) or their divisional contact for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings.

A. AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program as described above and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The District Director Professional Learning Services Fee is \$15,000.00 per District Director, payable over two years at \$9,000.00 for the first year and \$6,000.00 for the second year. If additional district level training is required due to turnover or supplemental support, the School System may be eligible to receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consists of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consists of three (3) days over the summer between training years, and two and a half (2 ½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute – District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director is included in the total District Director Professional Services Price.

C. Materials – After attending the first ADL session, the District Director will be provided with a sample set of all Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

D. AVID National Office & Divisional Support – AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

**3.11a AVID Elementary Leadership Training:**

AVID Elementary Leadership Training Sessions are designed to prepare and support the Elementary Liaison. The four sessions are taken in sequential order over a two year period. The location of the trainings may vary (the School System should periodically check [www.avid.org](http://www.avid.org) or contact the AVID Elementary team for listings).

A. AVID provides the following services to the district for start-up and quality assurance of the program: AVID Elementary Leadership Training is for the designated Elementary Liaison and takes place over two years. AVID Elementary Leadership Training includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about the AVID College Readiness System, as well as our online resources, data collection, certification, and professional learning opportunities.

The Elementary Liaison Professional Learning Services Fee is \$9,000.00 per Liaison, payable over two years at \$5,400.00 for the first year and \$3,600.00 for the second year. The service fee does not include travel, meals, or any other expenses.

The Elementary Leadership Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consist of three (3) days over the summer for Summer Institute and two and a half ( $2\frac{1}{2}$ ) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of three (3) days over the summer between both training years, and two and a half ( $2\frac{1}{2}$ ) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute - The Elementary Liaison is required to attend Summer Institute with new implementing elementary sites. The Elementary Liaison attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the Elementary Liaison is included in the total Elementary Liaison Professional Learning Services Price.

C. Materials –the Elementary Liaison will be provided with an Elementary Implementation Library set at about the same time the site(s) will get their order per the signed Agreement.

D. AVID National, Divisional, State Office Support – AVID Center will provide support from our national office, divisional offices, state offices, and/or independent consultants. This support will consist of phone calls, emails, and visits at the discretion of AVID Center.

**Article IV. Licenses and Proprietary Rights**

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID at the Member School Sites as listed in Attachment A, and for no other purpose. For each Member School Site listed in Attachment A, this license extends only to the AVID Materials and AVID Methodologies corresponding to the AVID Program Name(s) (e.g. Elementary, Secondary, etc.) listed for that AVID Member School Site.

A. School System may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member School Sites listed in Attachment A, for the sole purpose of implementing the specified AVID Programs at the AVID Member School Sites and for no other purpose. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member School Sites.

B. Further, School System will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID Program(s) listed for each AVID Member School Site in Attachment A. (For example, if Attachment A specifies both the Elementary and Secondary AVID Programs at ABC School Site, but only specifies the Elementary AVID Program at XYZ School Site, School System will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the Secondary AVID Program Materials and Methodologies to XYZ School Site).

C. School System and its individual school sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member School Sites without AVID Center's prior written consent.

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

E. Should School System wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member School Sites, it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member School Sites before downloading those materials.

F. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

G. School System and its individual school sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

4.2 Trademark License:

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

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Proprietary Rights:

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

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

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

4.8 Compliance with Laws:

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

## Article V. Quality Control Procedures

5.1 Quality Standards:

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

**5.2 Annual Certification:**

School System agrees to participate in AVID Center's annual certification process whereby each AVID Member School Site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each Member School Site's certification status.

**5.3 AVID Quality Assurances:**

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including, without limitation, the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in AVID Member School Sites. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID Member School Sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" AVID Member School Sites. Should AVID Member School Sites and/or School System not meet the AVID Quality Standards or implement AVID Center's suggested changes for multiple years, they may be asked to discontinue AVID at the end of a school year.

**Article VI. Period of Agreement**

**6.1 Term:**

The Term ("Term") of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein.

**6.2 Cessation of the AVID College Readiness System:**

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System should notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System that conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the particular AVID Program at the school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

**Article VII. Compensation**

7.1 Agreement and Purchase Order:

School System must include, along with this signed Agreement, a fully and completely executed Purchase Order for the entire Agreement as detailed on Attachment A and any other applicable and incorporated attachments. AVID Center will not fulfill any services or materials, including the shipment of any libraries without a fully executed Purchase Order and this signed Agreement. The terms and conditions of this Agreement shall control for all Purchase Orders issued pursuant to this Agreement; no terms and conditions on Purchase Orders will apply to this Agreement.

7.2 Fulfillment, Invoicing, Payment Terms:

AVID Center will invoice School System for the entire Agreement upon receiving this executed Agreement and the executed Purchase Order as detailed in Attachment A and any other applicable and incorporated attachments. School System hereby agrees to pay AVID Center for any and all fees detailed in Attachment A and any other applicable and incorporated attachments. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

7.3 Fulfillment, Invoicing, Payment Terms: If No Purchase Order Is Required by School System:

If the policy of the School System states that no Purchase Order is required for purchases or that this executed Agreement suffices as the School System's authorization for purchase, the School System must initial below representing and warranting to AVID Center that the School System is fully able to pay any and all fees as invoiced on Attachment A and any other applicable and incorporated attachments without an additional Purchase Order. AVID Center will invoice School System for the entire Agreement, as detailed on Attachment A and any other applicable and incorporated attachments, upon receiving this executed Agreement. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

\_\_\_\_\_ INITIALS

**Article VIII. Status of Parties**

8.1 Independent Contractors:

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

**Article IX. Authority**

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

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

**Article X. Termination**

**10.1 Termination for Cause:**

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all programs or part of an AVID program at one or more specific AVID Member School Sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other programs at the particular AVID Member School Site and/or other AVID Member School Site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

**10.2 Other Terminations:**

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

**10.3 Cessation of Use:**

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

**10.4 Cumulative Remedies:**

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2, 7.3 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

**Article XI. General Provisions**

**11.1 Governing Law and Venue:**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if School System is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which School System is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where School System is located (set forth in § 3 of Attachment A), and venue for the action shall be that city and State.

**11.2 Entire Agreement:**

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

**11.3 Limitation of Liability:**

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

**11.4 Severability:**

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

**11.5 Attorney's Fees:**

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

**11.6 Assignment:**

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

**11.7 Notice:**

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

**11.8 Counterparts:**

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

**11.9 Waiver:**

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

**11.10 Facsimile and Electronic Signatures:**

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

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

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Sierra Sands Unified School District  
CA

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Signature: AVID Center Authorized

---

Printed or Typed Name

---

Title

---

Date

---

Signature: Superintendent or Designee

---

Printed or Typed Name

---

Title of Designee

---

Date

AVID Center  
9246 Lightwave Avenue, Suite 200  
San Diego, CA 92123  
Employer ID # 33-0522594

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.1 Approval of Revisions to Board Policy 5131.2, Bullying

---

**BACKGROUND INFORMATION:** The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Board Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations.

**CURRENT CONSIDERATIONS:** Board Policy BP 5131.2, Bullying has been reviewed and needs to be updated. Recent changes in bullying laws, prevention and intervention, notifications, complaints and investigations need to be reflected in policy. These policies are updated and revised to reflect legal requirements and recent changes in the laws. Procedures are clearly outlined and identified according to recommendations by CSBA.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** The superintendent's recommendation is to approve revisions to Board Policy 5131.2, Bullying as presented.

**Students****Bullying**

The Sierra Sands Unified School District recognizes the harmful effects of bullying on student learning and school attendance and believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote mutual respect, tolerance, and acceptance.

The Sierra Sands Unified School District will not tolerate behavior that infringes on the safety of any student. No student or group of students shall, through physical, written, verbal, or other means, harass, *sexually harass*, threaten, intimidate cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel. Such behavior also includes direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation.

(cf. 5131 – Conduct)

(cf. 5136 – Gangs)

(cf. 5145.3 – Nondiscrimination/Harassment)

(cf. 5145.7 – Sexual Harassment)

(cf. 5145.9 – Hate-Motivated Behavior)

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 – Freedom of Speech/Expression)

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administration regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

(cf. 0420 – School Plans/Site Councils)

(cf. 0450 – Comprehensive Safety Plan)

(cf. 1220 – Citizen Advisory Committees)

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

(cf. 6020 – Parent Involvement)

***Bullying Prevention***

***To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative***

## Bullying

### Students

*school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.*

*(cf. 5137 - Positive School Climate)*

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

To ensure bullying does not occur on school campuses, the Sierra Sands Unified School District will provide staff development training on bullying prevention including information about early warning signs of harassing/intimidating behaviors ***and effective prevention and intervention strategies.*** ~~and cultivate acceptance and understanding in all students and staff to build each school's capacity to maintain a safe and healthy learning environment.~~ The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 6163.4 – Student Use of Technology)*

*(cf. 6142.8 – Comprehensive Health Education)*

*(cf. 6142.94 – History – Social Science Instruction)*

### Intervention

Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. ***Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized.*** In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

The Sierra Sands Unified School District expects students and/or staff to immediately report incidents of bullying to the principal or designee. Staff is expected to immediately intervene when they see a bullying incident occur. Each complaint of bullying should be promptly investigated. This policy applies to students on school grounds; while traveling to and from school or a school-sponsored activity; during the lunch period, whether on or off campus; and during a school-sponsored activity.

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law

## **Bullying**

### **Students**

enforcement.

Based on assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms and cafeterias.

Each school will adopt a Student Code of Conduct to be followed by every student while on school grounds, or when traveling to and from campus or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct shall include, but is not limited to:

1. Any student who engages in bullying or cyberbullying may be subject to disciplinary actions up to and including expulsion.
2. Students are expected to immediately report incidents of bullying or cyberbullying to the principal or designee.
3. Students can rely on staff to promptly investigate each complaint of bullying or cyberbullying in a thorough and confidential manner.
4. If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the principal or the Coordinator of Pupil Support Services. The school district prohibits retaliatory behavior against any complainant or any participant in the complaint process.

The procedures for intervening in bully behavior shall include, but are not limited to the following:

1. All staff, students, and their parents will receive a summary of this policy prohibiting bullying at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school district's notification to parents.
2. The school will make reasonable efforts to keep a report of bullying/cyberbullying and the results of the investigation confidential.
3. Staff is expected to immediately intervene when they see a bullying incident occur.

## **Bullying**

### **Students**

4. People witnessing or experiencing bullying are encouraged to report the incident to school staff. Such reporting will not reflect on the victim or witnesses in any way.

### ***Complaints and Investigation***

***Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.***

#### **(cf. 1312.3 - Uniform Complaint Procedures)**

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

### ***Discipline***

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

(cf. 5138 – Conflict Resolution/Peer Mediation)

(cf. 5144 – Discipline)

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

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

(cf. 6159.4 – Behavioral Interventions for Special Education Students)

### **Legal Reference:**

EDUCATION CODE

200-262.4 Prohibition of discrimination

## Bullying

### Students

#### *Legal Reference Continued*

32282 Comprehensive safety plan

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

#### PENAL CODE

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

#### UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

#### COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

#### Management Resources:

##### CSBA PUBLICATIONS

##### *Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012*

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

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

Dear Colleague Letter: Harassment and Bullying, October 2010

#### WEB SITES

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

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy

Adopted ~~June 21, 2012~~ May 16, 2013

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California**

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.2 Approval of Revisions to Board Policy 5131, Student Conduct

---

**BACKGROUND INFORMATION:** The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Board Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations.

**CURRENT CONSIDERATIONS:** The Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. On school grounds and at school activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program. The requested policy change is very minimal and involves some additions to prohibited student conduct. The policy will reflect additional language and regulations dealing with new law, AB 9 which requires policy on discrimination, harassment, intimidation, and bullying based on specified characteristics and new law, AB 1156 which encourages the inclusion of bullying prevention strategies in comprehensive safety plans. The policy also clarifies that the district is not responsible for students personal belongings brought on campus or to a school activity. New language includes a section on cell phone possession and use which prohibits use during instructional time and adds referral to student success team or counseling services as possible consequences for violation of school rules.

**FINANCIAL IMPLICATIONS:** None

**SUPERINTENDENT'S RECOMMENDATION:** The superintendent's recommendation is to approve the revisions to Board Policy 5131, Student Conduct as presented.

## **Conduct**

### **Students**

The Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. On school grounds, *going to or coming from school*, and at school activities, *or using district transportation*, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

(cf. 0450 - *Comprehensive Safety Plan*)

(cf. 5131.1 - *Bus Conduct*)

(cf. 5137 - *Positive School Climate*)

(cf. 6145.2 - *Athletic Competition*)

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards their teachers, other staff, students and volunteers.

(cf. 5131.1 - *Bus Conduct*)

(cf. 5137 - *Positive School Climate*)

The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with district policies and administrative regulations.

Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes but is not limited to:

1. Behavior that endangers staff and/or ~~students~~ *Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats*

(cf. 0450 - *Comprehensive Safety Plan*)

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

(cf. 5142 - *Safety*)

2. Behavior that disrupts the orderly classroom or school environment

(cf. 5131.4 - *Campus Disturbances*)

32. *Discrimination, Harassment, intimidation, or bullying* of students or staff, including *bullying, including sexual harassment, hate-motivated behavior, cyberbullying, intimidation, hazing or initiation activity*, ridicule, extortion, or any other verbal, written or physical conduct

## **Conduct**

### **Students**

accordance with the section entitled "Bullying/Cyberbullying below:

"Cyberbullying" includes the transmission of communications, posting of harassing messages, direct threats, social cruelty, or other harmful texts, sounds, or images on the internet, social networking sites, or other digital technologies using a telephone, computer or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation or friendships.

*(cf. 5131.2 – Bullying)*

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

#### **3. *Conduct that disrupts the orderly classroom or school environment***

*(cf. 5131.4 - Student Disturbances)*

#### **4. *Willful defiance of staff's authority***

#### **4.5. Damage to or theft of property belonging to the district, staff or students**

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism, Theft and Graffiti)

***The district shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.***

#### **5. 6. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose, including employment (Penal Code 417.27)**

Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid instructional or other school-related purpose.

#### **6. 7. *Obscene acts or use of Profane, vulgar or abusive language***

(cf. 5145.2 - Freedom of Speech/Expression)

#### **7. 8. Plagiarism or dishonesty in school work or on tests**

## Conduct

### Students

(cf. 5131.9 - Academic Honesty)

(cf. 6162.54 - Test Integrity/Test Preparation)

(cf. 6162.6 - Use of Copyrighted Materials)

8. **9.** Inappropriate dress

(cf. 5132 - Dress and Grooming)

9. **10.** Tardiness and unexcused absence from school

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 – ***Chronic Absence and Truancy***)

10. Failure to remain on school premises in accordance with school rules

(*cf. 5112.5 - Open/Closed Campus*)

11. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drug in violation of school rules.

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

~~Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with board policy and administrative regulation. The superintendent or designee shall notify local law enforcement as appropriate.~~

***When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.***

(*cf. 5145.12 - Search and Seizure*)

## Conduct

### Students

#### Possession of Cellular Phones and Other Electronic Signaling Devices

Students in grades K-5 may not possess or use electronic communication devices except at the discretion of the principal.

Students in grades 6-12 may possess and use electronic communication devices on school property and at school-sponsored activities subject to the following:

1. All electronic communication devices must be turned off during the official instructional day as established by the school administration. These devices may be used before and after the official instructional day. Students in grades 9 - 12 may also use electronic communication devices during the school's scheduled lunch period.
2. It is the student's responsibility to ensure that their devices are turned off and secured at all times.

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to health-related purposes. If a student wishes to use an electronic communication device at an unauthorized time for medical purposes, his/her parent or guardian must submit a written request for permission to the school principal or designee to determine the validity of the request. (Education Code 48901.5)

***When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a district employee may confiscate the device. The employee shall store the item in a secure manner until an appropriate time.***

The district is not responsible for lost, stolen, or damaged electronic communication devices or any charges incurred as a result.

### Enforcement of Standards

~~Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.~~

Students who violate district or school rules and regulations may be subject to discipline, including but not limited to suspension, expulsion or transfer to alternative programs, ***referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges*** in accordance with Board policy and administrative regulation. The superintendent or designee shall notify local law enforcement as appropriate.

## Conduct

### Students

- (cf. 1020 - Youth Services)
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 5020 - Parent Rights and Responsibilities)
- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5144 - Discipline)
  - (cf. 5144.1 - Suspension and Expulsion/Due Process)
  - (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
  - (cf. 6020 - Parent Involvement)
  - (cf. 6145 - Extracurricular and Cocurricular Activities)
  - (cf. 6159.4 - Behavioral Interventions for Special Education Students)**
  - (cf. 6164.2 - Guidance/Counseling Services)**
  - (cf. 6164.5 - Student Success Teams)**
  - (cf. 6184 - Continuation Education)
  - (cf. 6185 - Community Day School)

*Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.*

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination

32261 Bullying

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension or expulsion, especially:

48908 Duties of students

51512 Prohibition against electronic listening or recording device in classroom without permission

##### CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

##### PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope *or laser pointer*

647 Use of camera or other instrument to invade person's privacy; misdemeanor

~~647.7 Use of camera or other instrument to invade person's privacy; punishment~~

653.2 Electronic communication devices, threats to safety

## Conduct

### Students

#### VEHICLE CODE

~~23124 Use of cellular phones provisional license holders~~

23123-23124 Prohibitions against use of electronic devices while driving  
CODE OF REGULATIONS, TITLE 5

300-307 Duties of ~~pupils~~ *students*

UNITED STATES CODE, TITLE 42

2000h-2000h6 Title IX, 1972 Education Act Amendments

UNITED STATES CODE, TITLE 47

~~254 Universal service discounts (e-rate)~~

2000h-2000h6 Title IX, 1972 Education Act Amendments

#### COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

LaVine v. Blaine School District, (2000, 9th Cir.) 257 F.3d 981

Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088

Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

*New Jersey v. T.L.O., (1985) 469 U.S. 325*

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

#### Management Resources:

##### CSBA PUBLICATIONS

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

*Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010*

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

~~Digital Discipline: Off Campus Student Conduct, the First Amendment and Web Sites, School Law in Review, 2004~~

NATIONAL SCHOOL SAFETY CENTER PUBLICATIONS

~~Bullying in School: Fighting the Bullying Battle, 2006~~

#### WEB SITES

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

~~California Cybersafety for Children: <http://www.cybersafety.ca.gov>~~

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

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

Policy SIERRA SANDS UNIFIED SCHOOL DISTRICT

adopted: November 19, 2009 May 16, 2013 Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

Laura Hickle\*\*\*

Coordinator of Educational Technology, Assessment & Categorical Programs – District  
Effective 11-1-13

Angela Hulstrom

Counselor – Murray  
Effective 6-3-13

Erik Hulstrom

Special Day Class – Murray  
Effective 6-3-13

Amy Hurley

Speech Pathologist – SELPA  
Effective 5-1-13

Lorie Mendes

Resource Specialist – Las Flores  
Effective 6-3-13

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 12-13 year

Daniel Baca

8.14 CHANGE OF STATUS

Maureen Glennon

From Kindergarten/TK – Inyokern  
To Principal – Richmond  
Effective 7-1-13

Sue Marvin

From Administrative Intern – Murray  
To Assistant Principal – Murray  
Effective 7-1-13

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

Zebedee Adair\*  
2 hr. Noon Duty Supervisor – James Monroe  
Effective 04-19-13

Tari Brightwell  
2 ½ hr. Crossing Guard – Las Flores  
Effective 05-03-13

Elaine Wunderlich Janson\*\*\*  
Assistant Superintendent- Business Services  
Effective 10-01-13

Lori Sanders  
5 ½ hr. Paraprofessional – Richmond  
Effective 04-24-13

Martha Seymour  
5 hr. Clerk III, Burroughs  
Effective 05-03-13

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Student Workability Workers for the 2012-2013 School Year  
Jamie Bodine  
Megan Budlong  
Armon Deyounks  
Brandon Hu  
Rikky Lamb  
Michael Pettet  
TryRon Ramsey  
Skyler Witthar

## 8. PERSONNEL ADMINISTRATION

### 8.2 CLASSIFIED PERSONNEL

#### 8.23 EMPLOYMENT (Continued)

##### Classified Substitutes for the 2012-2013 School Year

Kelly Joy Brown-Lewis

Tina Hwang-Correa

Rickey Feilner

Tammy Feilner

Sheryl Flores

Kit Thomas

Lorie Verkuyl

Zenaida Williams

#### 8.24 CHANGE OF STATUS

Karina Bullard

From: 6 hr. Computer Paraprofessional/Library Media Asst. – Las Flores

To: 5 hr. Clerk III – Burroughs

Effective 05-31-13

Melanie Christy

From: 5 ½ hr. Paraprofessional – Murray

To: 5 ½ hr. Paraprofessional – James Monroe

Effective 08-13-13

Cami Dickson

From: 4 hr. Clerk II – James Monroe

To: 8 hr. School Office Manager – James Monroe

Effective 07-09-13

Christina Giraldo

From: Director of Warehouse, Food Service, and Transportation

To: Assistant Superintendent - Business Services

Effective 7-1-13

Lindsay Johnson

From: 8 hr. Clerk II - Las Flores

To: 8 hr. Receptionist – Burroughs

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Becky McDiarmid

From: 8 hr. School Office Manager – James Monroe  
To: 8 hr. Account Clerk III – Business Office  
Effective 07-08-13

Roberta Pounds

From: 7.75 hr. School Bus Driver I – Transportation  
To: 7.75 hr. School Bus Driver II – Transportation  
Effective 05-06-13

Carrie Reed

From: 7 ½ hr. Clerk II – Richmond  
To: 8 hr. Clerk II – Las Flores  
Effective 07-01-13

Sondra Szczypiorski

From: 2 ½ hr. Food Service Assistant I – Murray  
To: 3 hr. Food Service Assistant I – Burroughs  
Effective 08-13-13

Phil Zackrison

From: 8 hr. Groundsworker – Maintenance  
To: 8 hr. Maintenance Helper – Maintenance  
Effective 05-06-13

## 9. GENERAL ADMINISTRATION

### 9.1 Gifts to the District

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**CURRENT CONSIDERATIONS:** The following donations have been received: James Monroe received 240 bottles of water from Albertson's valued at \$52, and 144 bottles of water from Stater Bros. valued at \$32. Murray received \$100 from Jeff Prusa designated for the Murray ASB class. Burroughs and Mesquite together received 100 bags of Hardwall Gypsum from Firequick Products, Inc. to use in the school's art classes.

**FINANCIAL IMPLICATIONS:** Donations provide support to the district and have a positive financial impact.

**SUPERINTENDENT'S RECOMMENDATION:** Accept the gifts as described and send appropriate letter of appreciation.

## 9 GENERAL ADMINISTRATION

- 9.2 Approval for Three Burroughs High Schools Students and Their Advisor to attend the International Annual Thespian Festival at the University of Nebraska in Lincoln, Nebraska June 24-29, 2013
- 

**BACKGROUND INFORMATION:** Board approval is required when students travel out of the state on school activities.

**CURRENT CONSIDERATIONS:** Three Burroughs High School students have qualified to attend the International Thespian Conference this summer in Lincoln, Nebraska and have chosen to attend, along with their advisor Ms. Kratz.

The website states the following about this conference: “The annual Thespian Festival at the University of Nebraska is the premiere event on the high school theatre calendar. The week showcases great high school performances on four stages, a wealth of learning opportunities for students and educators in workshops and master classes, a student leadership program, auditions for college admission and Thespian scholarships, the Thespian Playworks student playwriting program, and much more”

**FINANCIAL IMPLICATIONS:** All transportation, lodging, and other considerations will be paid for by the individuals attending the conference with no cost to the district.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended the board approve the travel for three students and their advisor to attend the International Annual Thespian Conference in Lincoln, Nebraska June 24 – 29, 2013.

## 9. GENERAL ADMINISTRATION

### 9.3 Approval of revisions to the 2013-14 Academic Calendar

---

**BACKGROUND INFORMATION:** The district calendar committee meets annually to develop recommendations to submit to staff for consideration and subsequently submit to the board for approval. Calendar committee members represent DATA, CSEA, DAGA, management, and parents, as well as elementary, middle, and high school grade spans. Academic calendars provide the following information to staff, students, parents, and community members: the number of instructional days, holidays, minimum days, and non school days.

**CURRENT CONSIDERATIONS:** The approved Academic Calendar for the 2013-14 school year will need a revision. The approved calendar for 2013-14 has school ending on May 29, 2014 with a scheduled teacher work day on June 2, 2014. We were informed by the county that if a certificated staff member does not work a day in June, State Teachers Retirement System (STRS) reporting would be affected. This confusion about whether or not a certificated employee needed to work a day in June, and how the retirement contributions might be affected was resolved. There was also a concern regarding the issuance of certificated employee paychecks and how paychecks would be distributed if employees did not work a day in June. Currently, certificated employees are issued 11 paychecks with one deferral for the month of July. Because certificated employees have the option to choose how their paychecks are distributed, they have voted to receive ten regular pay checks with two deferrals for the months of June and July in 2013-14 eliminating the need for a workday in June. Consequently certificated staff's first day is August 12, 2013 with an optional teacher work day on either, August 9, 2013 or May 30, 2014.

It is noted the new revision for the 2013-14 Calendar does not have any effect on instructional minutes or scheduled instructional days.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** Approve the revised 2013-14 academic calendar as presented.

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
Academic Calendar for 2013-14

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August 2013    5    6    7    8    9    August 9 - Optional Teacher Work Day 12    13    14    15    16    August 12 - First Teacher Work Day 19    20    21    22    23    August 13 - 1st Day of Instruction 26    27    28    29    30																																												
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First/Last Day of Instruction

PURPLE

Elementary School

MINIMUM DAY SCHEDULE

Middle School

High School

Quarter End

ORANGE

November 18, 19, 20, 21, 22

October 23

September 18

Trimester End

BLUE

December 20

December 18,19, 20

October 23

Non-school Days

GREEN

March 12,13,14

January 15

December 18,19, 20

Legal Holiday

RED

May 22, 23,27,28,29

April 2

January 15

Winter/Spring Recess

□

## 9. GENERAL ADMINISTRATION

### 9.4 Approval of the Academic Calendar and Minimum Day Schedule for the 2014-15 School Year

---

**BACKGROUND INFORMATION:** The district calendar committee meets annually to develop recommendations to present to staff and subsequently submit a proposed academic calendar to the board for approval. Committee members represent DATA, CSEA, DAGA, management, and parents, as well as elementary, middle, and high school grade spans. Academic calendars provide the following information to staff, students, parents, and community members: the number of instructional days, holidays, minimum days, and non school days.

**CURRENT CONSIDERATIONS:** The calendar committee provided three recommendations for vote and staff approval. The calendar that was selected for the 2014-15 school year is a reflection of the 2013-14 calendar with the school year ending in May. The first day of instruction begins on August 12, 2014, with the last day of instruction on May 28, 2015. Certificated staff's first day is August 11, 2014 with an optional teacher work day either, August 8, 2014 or May 29, 2015. Classified staff will follow their individual work calendar and will have at least one workday in June. A noted change on the calendar has spring break scheduled for April 6-10, 2015 following the holiday in lieu of Admissions Day on April 3, 2015.

Minimum days are scheduled for parent conferences, collaboration days, final exams, and recognition of certain holidays. Instructional minute requirements are being met at each school site. The minimum days for the 2014-2015 academic year are as follows:

#### ELEMENTARY SCHOOL

---

November 10	Parent Conferences
November 12	Parent Conferences
November 13	Parent Conferences
November 14	Parent Conferences
November 17	Parent Conferences
December 19	Day before Winter Recess
March 4	Parent Conferences
March 5	Parent Conferences
March 6	Parent Conferences
May 21	DATA Collective Bargaining Agreement
May 22	DATA Collective Bargaining Agreement
May 26	DATA Collective Bargaining Agreement
May 27	DATA Collective Bargaining Agreement
May 28	DATA Collective Bargaining Agreement

MIDDLE SCHOOL

October 22	Minimum Day
December 17	Final Examinations
December 18	Final Examinations
December 19	Final Examinations
January 21	Minimum Day
March 18	Minimum Day
May 27	Final Examinations
May 28	Final Examinations

HIGH SCHOOL

August 20	Minimum Day
October 22	Minimum Day
December 17	Final Examinations
December 18	Final Examinations
December 19	Final Examinations
January 21	Minimum Day
March 18	Minimum Day
May 26	Final Examinations
May 27	Final Examinations
May 28	Final Examinations

FINANCIAL IMPLICATIONS: None. It is recommended that the Sierra Sands Unified School District Board of Education approve the 2014-15 Academic Calendar as presented.

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
Academic Calendar for 2014-15

1 2 3 4 July 4 - Independence Day												1 2 January 1 - New Year's Day												
July 2014 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31												January 2015 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 January 19 - Martin Luther King Jr Birthday 26 27 28 29 30												105
August 2014 1 4 5 6 7 8 August 8 - Optional Teacher Work Day 11 12 13 14 15 August 11 - First Teacher Work Day 18 19 20 21 22 August 12 - 1st Day of Instruction 25 26 27 28 29												February 2015 2 3 4 5 6 February 13 - Lincoln's Birthday 9 10 11 12 13 February 16 - Washington's Birthday 16 17 18 19 20 February 27 - End of 2nd Trimester 23 24 25 26 27												123
September 2014 1 2 3 4 5 September 1 - Labor Day 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30												March 2015 2 3 4 5 6 9 10 11 12 13 March 13 - End of 3rd Quarter 16 17 18 19 20 23 24 25 26 27 30 31												145
October 2014 1 2 3 6 7 8 9 10 October 10 - End of 1st Quarter 13 14 15 16 17 October 13 - Columbus Day 20 21 22 23 24 27 28 29 30 31												April 2015 1 2 3 April 3 - In Lieu of Admission Day 6 7 8 9 10 April 6 - 10 - Spring Recess 13 14 15 16 17 20 21 22 23 24 27 28 29 30												161
November 2014 November 7 - End of 1st Trimester 3 4 5 6 7 November 11 - Veteran's Day 10 11 12 13 14 November 24-26 - Non School Days 17 18 19 20 21 November 27-28- Thanksgiving 24 25 26 27 28												May 2015 1 May 25 - Memorial Day 4 5 6 7 8 May 28 - Last Day of Instruction 11 12 13 14 15 May 29 - Optional Teacher Work Day 18 19 20 21 22 25 26 27 28 29												180
December 2014 1 2 3 4 5 8 9 10 11 12 December 19 - End of 1st Semester 15 16 17 18 19 December 22 - January 2-Winter Recess 22 23 24 25 26 December 24, 25 - Classified Holidays 29 30 31												June 2015 1 2 3 4 5 June 1 - Classified Mandatory Work Day 8 9 10 11 12 14 16 17 18 19 22 23 24 25 26 29 30												86

First/Last Day of Instruction

PURPLE

**MINIMUM DAY SCHEDULE**

Quarter End

ORANGE

Elementary School

Middle School

High School

Trimester End

BLUE

November 10, 12, 13, 14, 17

October 22

August 20

Non-school Days

GREEN

December 19  
March 4, 5, 6  
May 21, 22, 26, 27, 28December 17, 18, 19  
January 21  
March 18October 22  
December 17, 18, 19  
January 21

Legal Holiday

RED

May 27, 28

March 18

May 26, 27, 28

Winter/Spring Recess

□

## 11. BUSINESS ADMINISTRATION

- 11.1 Approval to Declare the Property Value of Seventeen Vehicles and Allow for the Sale of the Vehicles to an Auto Recycling Center as Surplus Property
- 

**BACKGROUND INFORMATION:** Administrative Regulations (AR) 3270, Sale and Disposal of Books, Equipment and Supplies, derived from Education Code 17546 regulates the process for disposing of district equipment. AR 3270 states that the Governing Board may dispose of personal property belonging to the district if the board members attending a meeting unanimously agree that the property is worth no more than \$2,500, then the board may designate any district employee to sell the property without advertising. (Education Code 17546)

**CURRENT CONSIDERATIONS:** The ROP Auto program receives donations of used vehicles and uses those vehicles for auto repair hands-on training of students. After vehicles have been used a number of times the vehicles are no longer able to be registered and/or driven. At the current time there are seventeen vehicles that have extremely limited value to the district and need to be sold to an auto recycling yard. Each car is estimated to be worth no more than the salvage value of \$150.

The district is requesting permission to surplus the vehicles by soliciting a written purchase proposal value from two different auto recyclers. The proposal generating the greatest value for the district will be chosen.

**FINANCIAL IMPLICATIONS:** The anticipated value of the seventeen vehicles is approximately \$2,000. The funds received will be deposited into the general fund and used to offset future ROP auto expenses. ROP is currently a Tier 3 flexibility program.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board determine the value of the seventeen vehicles is less than \$2,500 and designate district staff to sell the property without advertising.

Auto Proposed Surplus May 2013

Year if known	Make	Model	License pla	VIN #
1992	BMW	325i	4RXE975	WBACB3315NFE00749
	Chevrolet	Cavalier	3XFF426	1G1JC5245T7197616
	Chrysler	Van	2MZR757	2P4FH5537KR321086
	Datsun		1CTY706	KPS110021416
1989	Dodge	Colt	3UZU863	JB3CU24XXKU048140
	Ford	Mustang	4LCD269	1FALP4046SF208232
	Ford	TBird		1FABP4631GH192155
1999	Honda	Civic	4FZR942	2HGEJ6675XH562039
	Hyundai	Excel		KMHVD12J6MU065984
	Nissan	Maxima	2NPS504	JN1HJO1P7KT270777
	Oldsmobile		NA	1G3HY52K9V4837448
1984	Pontiac	Fiero	2AYJ090	1G2AF37R1EP234238
1980	Porsche		3VYG847	92A0433466
1988	Subaru	gl10	3APB497	JF2AC75B8JG223783
	Toyota	Celica		JT2ST6760J7141445
1988	Toyota	Corolla	2HFG534	JT2AE92E7J0029749
1990	Toyota	Corolla	2RSB706	1NXAE94A1LZ086876

## 11. BUSINESS ADMINISTRATION

### 11.2 Approval of Resolution #19 1213 and Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account

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**BACKGROUND INFORMATION:** The passage of Proposition 30 on November 7, 2012 added Article XIII, Section 36 to the Constitution of the State of California. The purpose of this provision provided funding for education with specific criteria for its use by the recipients which were limited to Community College Districts, County Offices of Education, School Districts and Charter Schools. It should be noted that while no additional revenue will accrue to the district as a result of this provision more of the cash owed by the state to the district will be received by the end of the year. It should also be noted that the district is precluded from using these funds to pay for the salaries and/or benefits of administrators or any other administrative cost.

**CURRENT CONSIDERATIONS:** A further directive regarding the use of the cash made available to the district is that the planned use of this cash must be disclosed on its website and an accounting of the amount of cash received from the Education Protection Account and disposition regarding its use be given. In order to comply fully with this requirement and facilitate transparency, this board item speaks to the issue. Toward this end it should be noted that the district expects to receive ~ \$5,173,207.00 in state aid from the Education Protection Account. As displayed in Attachment A, the dollars received in their entirety will reside in unrestricted resource 1400 object 8012 as directed and will be used to fund instruction, specifically teacher salaries. None of the dollars received will be used for administrative salaries or other administration costs.

The accompanying Resolution #19 1213 illustrates the intent of the board in this matter.

**FINANCIAL IMPLICATIONS:** While the dollars to be received (\$5,173,207.00) do not represent any additional revenue to the district, it is additional cash. It will be used exclusively to fund teacher salaries and benefits.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board adopt Resolution #19 1213 and post the information displayed in Attachment A on the district website.

**RESOLUTION OF THE BOARD OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Education Protection Account**

**Resolution # 19 1213**

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012;

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**WHEREAS**, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**WHEREAS**, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

**WHEREAS**, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**NOW, THEREFORE, IT IS HEREBY RESOLVED:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the **Sierra Sands Unified School District**;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the **Sierra Sands Unified School District** has determined to spend the monies received from the Education Protection Act as attached (Attachment A).

**DATED:** May 16, 2013

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William Farris, Board President,

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Kurt Rockwell, Board Vice President/Clerk

2012-13 Education Protection Account  
 Program by Resource Report  
 Expenditures by Function - Detail  
**ATTACHMENT A**

**Sierra Sands Unified School District**

**Estimated through: June 30, 2013**

**For Fund 01, Resource 1400 Education Protection Account**

Description		Unrestricted Resource 0000	Unrestricted Resource 1400
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>	<b>Object</b>		
Beginning Fund Balance		<b>0.00</b>	<b>0.00</b>
State Aid	8011	-5,173,207.00	
Education Protection Account	8012		5,173,207.00
<b>TOTAL AVAILABLE</b>		<b>-5,173,207.00</b>	<b>5,173,207.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>	<b>Function</b>		
Instruction	1000-1999	-5,173,207.00	5,173,207.00
Instruction-Related Services			
Instructional Supervision and Administration	2100-2150		
AU of a Multidistrict SELPA	2200		
Instructional Library, Media, and Technology	2420		0.00
Other Instructional Resources	2490-2495		0.00
School Administration	2700		
Pupil Services			
Guidance and Counseling Services	3110		0.00
Psychological Services	3120		0.00
Attendance and Social Work Services	3130		0.00
Health Services	3140		0.00
Speech Pathology and Audiology Services	3150		0.00
Pupil Testing Services	3160		0.00
Pupil Transportation	3600		0.00
Food Services	3700		0.00
Other Pupil Services	3900		0.00
Ancillary Services	4000-4999		0.00
Community Services	5000-5999		0.00
Enterprise	6000-6999		
General Administration	7000-7999		
Plant Services	8000-8999		0.00
Other Outgo	9000-9999		0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>-5,173,207.00</b>	<b>5,173,207.00</b>
<b>DIFFERENCE</b>		<b>0.00</b>	<b>0.00</b>

## 11. BUSINESS ADMINISTRATION

### 11.3 Authorization to Utilize Inyo-Kern Schools Financing Authority Funding for District School Facilities Projects

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**BACKGROUND INFORMATION:** It is the stated purpose of the Inyo-Kern Schools Financing Authority to utilize the funds it receives for Sierra Sands Unified School District school facilities and related purposes.

**CURRENT CONSIDERATIONS:** The district has a number of current and projected school facility projects which are in process or ready to commence and which are appropriate for the use of these funds. The current partial list is included as an attachment. Board authorization to obligate funds not to exceed 8.3 million dollars is requested through this item.

**FINANCIAL IMPLICATIONS:** In March of 2012 and again in September of 2012, when reporting Second Interim and Unaudited Actuals, the board approved designating the Inyo-Kern Schools Financing Authority as the appropriate fund source for a number of items, among them:

1.3M	Residual CTE Costs
1.5M	Residual Las Flores Modernization
4.9M	Future Facilities Projects

It is the intent of this board item to request that expenditures be authorized for those specific projects for which immediate funding is required as well as designating funds for those projects for which it is anticipated funds will be required in the next fiscal year as enunciated in the attached list. It should be noted that all of the costs are cited as "not to exceed" amounts. In the case of the costs related to the completed or nearly completed CTE projects, final cost information will not be available until final close out is achieved. Funding for the other projects should be designated now in order for the projects to proceed in a timely fashion. These projects should begin either late this fiscal year or early next fiscal year.

The current fund balance is ~8.3 million dollars. An additional ~500K is expected to be received by the end of this fiscal year.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the request to fund the projects on the attached list with Inyo-Kern Schools Financing Authority funds in the not to exceed amounts provided. Total costs are anticipated to be \$8.3 million, an amount not to exceed the amount provided.

INYOKERN SCHOOLS FINANCING AUTHORITY PRIORITY FUNDING LIST

SITE	ITEM	NOT TO EXCEED COST	PROJECT DESCRIPTION
BHS	CTE I	1.2	Project completion/closeout
BHS	CTE II-Wood	0.7	Project completion/closeout
BHS	CTE II- TV Video	0.3	Project completion/closeout
BHS	Special Ed Classroom	0.007	Changing facility, flooring in prep area
BHS	PAC	1	Reconditioned compressors , air handlers for new chiller, mansard & flat roof
BHS	PAC	0.05	Temporary cooling units.
BHS	Campus	1	Provide a portion of SSUSD share for DOD project
<b>Sub-Total</b>		<b>4.25M</b>	
Las Flores	Modernization Project Completion	1.5	ADA compliance (Sinks & Cabinets, Bathrooms, MPR roof patch)closeout
<b>Sub-Total</b>		<b>1.5 M</b>	
Richmond	Shade Structure Completion	0.5	ADA compliance (Restroom)
Richmond	Kitchen	0.05	Retile kitchen floor, asbestos abatement
<b>Sub-Total</b>		<b>.55M</b>	
Gateway	Large Skylights	0.07	Complete skylight conversion in Admin, Library & Restrooms
<b>Sub-Total</b>		<b>.07M</b>	
Mesquite	Rewiring	0.8	Replace substandard wiring in entire facility
<b>Sub-Total</b>		<b>0.8M</b>	
Murray	Campus	1	Provide a portion of SSUSD's share for DOD project costs
<b>Sub-Total</b>		<b>1.0M</b>	
Pierce	Video Surveillance	0.14	Restore campus video surveillance system
<b>Sub-Total</b>		<b>.14M</b>	
<b>Total</b>		<b>8.31M</b>	

## 12. CONSENT CALENDAR

### 12.1 Approval of “A” and “B” Warrant

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CURRENT CONSIDERATIONS: “A” and “B” warrants released in April, 2013 are submitted for approval. “A” warrants totaled \$2,237,342.81. “B” warrants totaled \$1,010,844.88.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for April, 2013 as presented.

This list represents the "A" and "B" warrants released during the month of **APRIL 2013**  
The "A" and "B" warrant registers are available in the business office for your review.

**RECOMMENDED ACTION: Approve "A" and "B" warrants as presented.**

**"A" WARRANTS**

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,561,994.28
End of month classified	\$509,246.42
10th of month certificated	\$88,830.40
10th of month classified	\$77,271.71
<b>Total "A" Warrants</b>	<b>\$2,237,342.81</b>

**"B" WARRANTS**

<u>Register Number</u>	<u>Amount</u>
Batch 160	\$212,577.61
Batch 161	\$17,642.30
Batch 162	\$140,943.92
Batch 163	Food Service
Batch 164	\$35,524.69
Batch 165	\$101,064.05
Batch 166	\$67,466.52
Batch 167	\$14,415.14
Batch 168	\$35,280.60
Batch 169	\$32,339.54
Batch 170	\$1,903.07
Batch 171	Food Service
Batch 172	\$64,825.72
Batch 173	\$28,436.16
Batch 174	\$74,444.74
Batch 175	\$60,299.46
Batch 176	Food Service
Batch 177	\$893.57
Batch 178	\$14,997.46
Batch 179	\$32,745.93
Batch 180	\$54,644.40
Batch 181	\$20,400.00
<b>Total "B" Warrants</b>	<b>\$1,010,844.88</b>

## 12. CONSENT CALENDAR

### 12.2 Report to the Board on Solid Waste Hauling Services

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**BACKGROUND INFORMATION:** In accordance with Public Resource Code 40059, at the August 18, 2011 board meeting, the district utilized Resolution # 4 1112 to authorize a short-term contract for solid waste services while it reevaluated the district needs and went for bid for a solid waste hauling contract. This action was precipitated by the fact that the solid waste hauling service arrangement that was in place was due to expire on September 2, 2011 and the outcome of service provision was uncertain at the time and likely to remain so by the expiration date. This necessitated a short-term contract for service while the district pursued the bid process.

**CURRENT CONSIDERATIONS:** The district has concluded a short-term contract with Benz Sanitation, Inc. The district has been pleased with the service provided.

**FINANCIAL IMPLICATIONS:** The district is in the process of evaluating its solid waste hauling service requirements and is also developing specifications so that it can publically request formal proposals for these services from all qualified providers.

**SUPERINTENDENT'S RECOMMENDATION:** There is no action required at this time. This item is provided for information only.

## 12. CONSENT CALENDAR

### 12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern and Pierce Elementary Schools for the 2013-2014 School Year

**BACKGROUND INFORMATION:** The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten through ninth grade.

The ASES program must be aligned with the content but not be a repeat of the regular school day and other extended learning opportunities. A safe physical and emotional environment, as well as opportunities for relationship building, must be provided. After school programs must consist of an educational and literacy element that provides tutoring and/or homework assistance designed to help students meet state standards. In addition, an educational enrichment element must offer an array of additional services, programs, and activities that reinforce and complement the school's academic program.

All staff members who directly supervise pupils must meet the minimum qualifications equivalent to an instructional aide in the school district. The program must maintain a pupil-to-staff member ratio of no more than 20 to 1. A nutritious snack is provided daily to students participating in the program. ASES grantees are required to operate programs a minimum of 15 hours per week and at least until 6:00 p.m., beginning immediately upon conclusion of the regular school day. Programs must plan to operate every regular school day during the regular school year.

**CURRENT CONSIDERATIONS:** ASES programs began at Faller, Inyokern and Pierce Elementary Schools on March 19, 2007. The 2013-2014 programs will provide services for up to 84 students at Faller, 65 students at Inyokern, and 72 at Pierce.

Per program requirements, SSUSD must serve as the fiscal agent for the program, and the district wishes to continue the partnership agreement with High Desert Leapin' Lizards, Inc. to operate the ASES program. Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required. This Agreement will cover necessary expenses from July 1, 2013 through June 30, 2014. The advance fee continues to be \$24,000 as it was during the last two years. Advance fees are paid back to the district by deducting one-tenth of the advance from payments to HDLL from September to June (Item 15, paragraph 1) each year.

Agreement with High Desert Leapin' Lizard for After School Program

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**FINANCIAL IMPLICATIONS:** The After School Education and Safety Program is a Tier 1 Program and funding is provided by the State of California in the amount of \$334,869 to run the after school programs at three sites and a before school program at Pierce. High Desert Leapin' Lizards, Inc. will receive reimbursement for actual expenses and program costs for running the after school programs only.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended the board of education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of after school programs program at Faller, Inyokern, and Pierce School sites for the 2013-2014 school year as presented.

## **SIERRA SANDS UNIFIED SCHOOL DISTRICT**

### **AGREEMENT FOR PARTICIPATION IN DISTRICT'S AFTER SCHOOL EDUCATION & SAFETY (ASES) PROGRAMS**

This Agreement, effective July 1, 2013, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards, Inc, hereinafter the "PROVIDER."

#### **RECITALS**

- A. The DISTRICT desires to establish a program by which after school services are provided to eligible children and families pursuant to the After School Safety & Education Act, amended California Education Code Section 8482-8484.6., its implementing regulations, and the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction, hereinafter referred to as the ACT;
- B. The PROVIDER is a non-profit entity authorized to establish, maintain, and operate services pursuant to the ACT and has provided such services to children and their families in the past under a contract with the DISTRICT;
- C. The after school education and safety services (ASES) which are the subject of this Agreement, hereinafter referred to as the "PROGRAM, are delivered in conjunction with the creation and operation of the After School programs located at Faller Elementary School, Inyokern Elementary School, and Pierce Elementary School,
- D. The PROGRAM is funded from State fund sources pursuant to the ACT, and recipients of those funds are required to comply with the fiscal/program statutory and regulatory requirements;
- E. The PROVIDER must administer the PROGRAM in accordance with the requirements of the ACT in order to receive such funding, including but not limited to auditing and reporting requirements (<http://www.cde.ca.gov/ls/ba/as/> and Exhibit A);
- F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding (<http://www.cde.ca.gov/ls/ba/as/> and Exhibit A);

Accordingly, based upon these Recitals and the promises exchanged by the DISTRICT and the PROVIDER, as set out below, it is agreed as follows:

#### **TERMS**

1. The parties agree that in performing the services specified in this Agreement, the PROVIDER shall act as an independent contractor and shall have control of all work and the manner in which it is performed. PROVIDER shall be free to contract for similar services to be performed for other parties while under contract with the DISTRICT. PROVIDER will not accept such

engagements which interfere with performance under this Agreement. PROVIDER's personnel are not entitled to participate in any pension plan, insurance, bonus, or similar benefits the DISTRICT may provide for its employees. At no time shall the Provider be, or represent itself to be, an officer, agent, or employee of the DISTRICT or State of California.

Nothing contained in this Agreement will be construed to imply a joint venture, partnership, or principal-agent relationship between the parties. PROVIDER shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the DISTRICT and any individual assigned by the PROVIDER to perform any supplemental educational services.

PROVIDER shall be solely responsible for paying all salaries, wages, benefits, and other compensation which PROVIDER's employees or subcontractors may be entitled to receive in connection with performing services. PROVIDER shall be solely responsible for withholding and paying all applicable payroll taxes and contributions including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance. PROVIDER agrees to hold harmless, indemnify, and defend DISTRICT from any liability resulting from its failure to make such payment, including self-employment taxes.

If the DISTRICT is held to be a partner, joint venturer, co-principal, employer, or co-employer of the PROVIDER, the PROVIDER shall hold harmless and indemnify the DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by the DISTRICT as a result of that holding.

2. PROVIDER agrees to administer the PROGRAM in strict accordance with the ACT's statutory and regulatory requirements, including but not limited to California Education Code Sections 8482-8484.6. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER also agrees to administer the PROGRAM in strict accordance with the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER further agrees to comply with the pertinent directives of the California Department of Education, After School Education and Safety Department. Finally, the PROVIDER will comply with the policies of the

DISTRICT insofar as they may be reasonably applicable to the administration of the PROGRAM. The PROVIDER will support the applicant activities in Exhibit A.

All after school activities performed by the PROVIDER pursuant to this Agreement will strictly comply with the pertinent provisions of the California Education Code and its implementing regulations; the pertinent directives, if any, of the California Department of Education. In providing the agreed to after school activities, the PROVIDER agrees to not exceed its authorized budget. EXHIBIT B

3. PROVIDER agrees to allow the DISTRICT unfettered access to the PROGRAM so that the DISTRICT may monitor and evaluate the PROVIDER's performance. PROVIDER understands that the DISTRICT may make recommendations so that the PROVIDER's performance meets the requirements of the ACT and also complies with the best practices. The PROVIDER agrees to receive scheduled or unscheduled visits by a representative of the DISTRICT and/or the California Department of Education. The PROVIDER agrees to allow parents unlimited access to their children while they are in the care of the PROVIDER. The PROVIDER agrees to submit to the DISTRICT such reports as may be required by the directives of the California State Department of Education, or by the DISTRICT. The PROVIDER also agrees to prepare and retain, and permit the DISTRICT to inspect as it deems necessary, all PROVIDER's agency records, including children's files, to assure PROVIDER's compliance all in accordance with the program requirements.

Reports are to be submitted according to but not limited to the following list:

- A. Annual projected budget – due by May 15 for approval.
  - B. Annual projected calendar stating after school days of operation – Due May 15 for approval.
  - C. Financial reports – Private provider's invoice reports bimonthly; public provider's reports due quarterly (10<sup>th</sup> of October, January, April, and July).
  - D. All line item budget revisions – due as requested, must be approved prior to change.
  - E. Attendance reports - due by the 10<sup>th</sup> of each month for entry into ASSIST
  - F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
  - G. Final financial report – due July 10.
  - H. Evaluation Annual Report– assist DISTRICT with completion by September 15 annually.
  - I. Copy of Independent audit – due December 31, annually.
4. The PROVIDER and the DISTRICT shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

5. The PROVIDER warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the DISTRICT shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fees, or to seek such other remedies as may be legally available.
6. Subject to receipt of funds from the CDE After School Education and Safety Office, the DISTRICT agrees to reimburse the PROVIDER for authorized expenditures subject to the budget outlined in Exhibit B. The PROVIDER shall maintain such records and accounts including property, personnel, student attendance (including signatures and computerized records), and financial records as are deemed necessary by DISTRICT and the CDE After School Education and Safety Office, and will be retained for five years after expiration of this contract unless permission to destroy them is granted by both the DISTRICT and the CDE After School Education and Safety Office.
7. By giving a 30-day written notice specifying the effective date, the DISTRICT may terminate this contract in whole or in part for cause, which shall include: (1) failure of the PROVIDER, for any reason, to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and the CDE After School Education and Safety Office directives as may become generally applicable at any time; (2) submission by the PROVIDER to the DISTRICT of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this contract; and (4) suspension or termination by the CDE After School Education and Safety Office of funding to the DISTRICT under which this contract is made, or the portion thereof granted by this contract. The DISTRICT may also assign and transfer this contract when required by the CDE After School Education and Safety Office direction. If the PROVIDER is unable or unwilling to comply with such additional conditions as may be lawfully applied by the CDE After School Education and Safety Office to the grant to the DISTRICT, the PROVIDER shall terminate the contract by giving 30 days written notice to the DISTRICT, signifying the effective date thereof.

Upon termination the DISTRICT may require the PROVIDER to ensure that adequate arrangements have been made for transfer of the granted activities to another PROVIDER or to the DISTRICT. In the event of any termination, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the PROVIDER under this contract shall be disposed of according to the DISTRICT and the CDE After School Education and Safety Office directives, and the PROVIDER shall be entitled to

compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the contract by the PROVIDER for the purpose of setoff until such times as the exact amount of damages due the DISTRICT from the PROVIDER is agreed or otherwise determined. Final payment of the contract will be withheld until recovery of property is made by the DISTRICT.

This Agreement may be terminated without cause by either the DISTRICT or PROVIDER prior to its normal expiration date. The party desiring early termination must provide written notice to the non-terminating party. Early termination may be effective no sooner than 30 calendar days after actual receipt of the written notice.

8. PROVIDER shall require each applicant for employment, and any subcontractor or volunteer, to submit fingerprints consistent with California Education Code Sections 33192 and 44237. PROVIDER shall comply with the requirements of California Education Code Sections 45125.1, 35021.1, and 35021.2, including but not limited to obtaining California Department of Justice ("DOJ") clearance for the PROVIDER's employees, prohibiting its employees or volunteers from coming in contact with pupils until DOJ clearance is ascertained, and certifying in writing and providing such certification to the DISTRICT that none of its employees or volunteers who may come in contact with pupils have been convicted of or pleaded nolo contendre to a felony, unless that individual's employment is authorized under the California Education Code. In addition, the PROVIDER will not employ anyone who has been convicted of or entered a plea of nolo contendre to charges of any sex offense as defined in California Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to California Education Code Section 44237. Additionally, the PROVIDER shall make a request for subsequent arrest notification from DOJ as required by California Penal Code Section 11105.2.

PROVIDER shall submit to the DISTRICT a staff list of individuals employed, contracted, and/or otherwise hired by PROVIDER and all current licenses, credentials, permits, and/or other documents which entitle the holders to provide services. PROVIDER shall notify DISTRICT in writing within 30 days when personnel changes occur which may affect the provision of services to DISTRICT students.

PROVIDER shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. PROVIDER shall comply with the requirements of California Education Code Sections 35021 et seq., 49406, and California Health and Safety Code Section 3454(a) regarding the examination of PROVIDER's employees and volunteers for tuberculosis. PROVIDER

shall provide to the DISTRICT documentation of such compliance for each individual volunteering, employed, contracted, and/or otherwise hired by the PROVIDER before an individual comes in contact with a DISTRICT student.

PROVIDER shall comply with all applicable federal, state, and local statutes, laws, rules, and regulations relating to the provision of the subject services, including securing and maintaining in force such permits and licenses as are required by law in connection with furnishing services pursuant to this Agreement. PROVIDER warrants that its staff members and paraprofessionals shall also meet any requirements of the Act that may apply to them.

9. PROVIDER agencies receiving funds from the DISTRICT must establish a separate bank account for monies to be used to defray authorized reimbursable costs. All transactions into and out of the ASES bank account shall be clearly indicated through detailed ledger entries. The PROVIDER shall require two signatures on payment vouchers (checks), one to be a counter signature. A certificate of insurance shall be maintained in equal or greater values as those indicated in item 13, and shall be provided to the DISTRICT verifying the PROVIDER coverage. Further, such certificate of insurance shall not be canceled without 30 days' prior written notice to the DISTRICT.
10. The PROVIDER's approved budget (Exhibit B) shall be expended according to budget object classification by the DISTRICT. All requests for transfer of funds in the provider-approved budget must be submitted on the proper forms and have prior written approval from the DISTRICT before any expenditure can be incurred which may be involved as a result of these requested transfers.

In no case can equipment be purchased for \$500.00 or more per item (including tax, shipping, etc.) without advance approval of the DISTRICT. Copies of equipment invoices are to be sent with expenditure claims. The DISTRICT shall maintain all equipment items over \$500 in an inventory record system. All equipment items over \$5,000 and any capital outlay expenditures need prior approval by the CDE After School Education and Safety Office. Three bids and justification are required for such approval. All property acquired pursuant to this contract is and remains the property of the DISTRICT and disposition thereof will be subject to the requirements of the CDE After School Education and Safety Office. The PROVIDER will not sell, abandon, donate, or otherwise convey such property except at the discretion of the DISTRICT.

Travel and per diem expenses are reimbursable only at rates that do not exceed the rates paid to the California Department of Education's nonrepresented employees computed in accordance with State Department of Personnel Administration Regulations, Title 2, California Code of Regulations, Subchapter 1.

11. The PROVIDER will close their accounting, attendance and nutrition (if applicable) records on the last day of each month for preparation of the required monthly statement to be submitted to the DISTRICT no later than the fifth and tenth working day of the next following month, in accordance with the provisions of paragraph 4 hereof.
12. PROVIDER shall defend, hold harmless, and indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, costs of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arises out of or results from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the PROVIDER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

PROVIDER shall have no obligation to defend, hold harmless, or indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, consultants, and/or other representatives for the DISTRICT's sole negligence or willful misconduct.

This indemnity shall survive termination of this Agreement, and/or final payment hereunder, and is in addition to any other rights or remedies that the DISTRICT or the State of California may have under law and/or otherwise.”

13. For the duration of this Agreement, the PROVIDER shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance under this Agreement by the PROVIDER, its agents, representatives, or employees.

During the entire term of this Agreement, PROVIDER shall keep in effect policies of:

- A. Commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);
- B. Automobile liability insurance, if a vehicle may be used in providing services;

C. Professional liability/errors and omissions coverage including sexual molestation and abuse; and

D. Workers' compensation insurance/employer's liability insurance if PROVIDER may use employees in providing services.

PROVIDER shall maintain limits of insurance no less than:

A. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury, and completed operations. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).

B. Automobile Liability: \$1,000,000 combined single limit.

C. Professional liability/errors and omissions coverage, including sexual molestation and abuse: \$1,000,000 per occurrence/\$2,000,000 aggregate.

D. Workers' compensation and employer's liability as required by the state in which the services are performed: \$1,000,000/\$1,000,000/\$1,000,000.

For all insurance coverages procured by the PROVIDER, the following terms apply:

A. Deductibles and self-insured retentions may not exceed \$25,000.

B. The commercial general liability and automobile liability policies are to contain or be endorsed to contain the following provisions:

(i) DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives are to be covered as additional insureds with regard to: liability arising out of activities performed by or on behalf of the PROVIDER; products and completed operations of the PROVIDER; premises owned, occupied, or used by the PROVIDER; or automobiles owned, leased, hired, or borrowed by the PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT and the State of California.

(ii) For any claims related to the services, PROVIDER's insurance coverage shall be primary with respect to the DISTRICT/State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained by the DISTRICT, its governing board, officers, administrators, agents,

employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of PROVIDER's insurance. PROVIDER's insurance must be entirely exhausted before the secondary policy maintained by the DISTRICT may be called upon to contribute.

(iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT and the State of California .

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-:VII.

D. PROVIDER shall furnish the DISTRICT with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of the above conditions are to be received and approved by the DISTRICT before services are provided.

14. The term of this agreement shall be from July 1, 2013 to and including June 30, 2014.
15. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of \$24,000 as an advance fee. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement less \$2,400/month (September through June). The PROVIDER will report all interest and parent fees earned if applicable.

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant amount. The PROVIDER will be allocated an administrative fee of 50% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2013-2014 contract award.

16. All services performed pursuant to this Agreement will be secular, neutral, and non-ideological.”
17. The PROVIDER shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the PROVIDER in connection with this contract.

18. PROVIDER agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment, including the following: Title VI of the 1964 Civil Rights Act and implementing regulations; Section 504 of the Rehabilitation Act of 1973 and implementing regulations; the Age Discrimination Act of 1979; the Drug Free Workplace Act of 1998; California Government Code Sections 11135 - 11139.5; the Fair Labor Standards Act as defined by the Secretary of Labor in Part 506 of Title 29 of the Code of Federal Regulations; and the Americans with Disabilities Act of 1990. PROVIDER's policies shall include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all discrimination complaints.

PROVIDER shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the PROVIDER's policy, as well as Federal and State law. The policy should include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all sexual harassment complaints. PROVIDER further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

19. This agreement may only be amended by the mutual written consent of the parties hereto, except that the DISTRICT may unilaterally amend the contract to accomplish the below-listed changes:
  - A. Increase in dollar amounts or rates.
  - B. Administrative changes.
  - C. Changes required by law or regulations.
20. This agreement is the complete and exclusive statement of the mutual understanding of the parties. This contract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this contract.
21. Nothing in this Agreement shall be construed to require the DISTRICT to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the ACT. This Agreement does not create a multiple fiscal year obligation. DISTRICT's financial obligation contained in this Agreement is subject to annual appropriation made pursuant to the ACT. DISTRICT has no

- obligation to fund the financial obligations under this Agreement other than for the current fiscal year of the Agreement.”
22. PROVIDER warrants that it is aware of and in compliance with California Public Contract Code Sections 10410, 10411, and 10420 regarding employing current and former state employees.
23. PROVIDER agrees to support the policies and procedures of the district including behavioral expectations and school rules.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DISTRICT:

PROVIDER:

BY:

Joanna Rummer  
Superintendent  
Date \_\_\_\_\_

BY:

TAX ID Number \_\_\_\_\_  
Date \_\_\_\_\_

## EXHIBIT A

Program requirements and regulations may be found at:  
<http://www.cde.ca.gov/ls/ba/as/>

Compliance Program Monitoring Instruments related to ASES are located at:  
<http://www.cde.ca.gov/ta/cr/documents/basp201112d.pdf>

Please refer to these two locations for current regulations affecting this agreement

**EXHIBIT B- ASES Budget 2013-2014**

SITES	Faller	Inyokern	Pierce	TOTAL	Before School Prog.-Run by district	
Average minimum # of student ADA to serve each day	84	65	72	221		
13-14 Anticipated Award Amounts	\$ 112,500	\$ 87,750	\$ 97,119	\$ 297,369	\$ 37,500	\$ 334,869
Allowable Administrative Fee 15%				\$ 44,605		
Contract-Sub Agreement				\$ 103,655		
Maximum Indirect Cost 3.44% (SSUSD 13-14)				\$ 3,566		
Remaining Admin Costs (10%)				\$ 41,039		
SSUSD Admin Amt				\$ 20,519		
HDLL Admin Amt				\$ 20,519		
Direct Services to Students= 85%				\$ 252,764		

Budget Object	Description	Resp. Party	Budget
1000/3000	Teacher Salaries/ benefits	SSUSD	\$ 9,000
4300/4400	Supplies/ Equipment	SSUSD	\$ 1,500
5200	Travel	SSUSD	\$ 500
5710	Direct Services (postage, ERC, etc)	SSUSD	\$ 80
4300	Supplies	HDLL	\$ 2,500
5100	Sub agreement-Salaries/ benefits	HDLL	\$ 193,714
5200	Travel	HDLL	\$ 1,500
5800	Staff Services- fingerprinting- student food services		\$ 19,000
5800	Staff Services- 1st \$25,000 of HDLL salaries and benefits	HDLL	\$ 25,000
			\$ 252,794

## 12. CONSENT CALENDAR

### 12.4 Approval of Agreement with High Desert Leapin' Lizards , Inc. for Operation of State Preschool Programs in 2013-2014

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**BACKGROUND INFORMATION:** Application was made to the California Department of Education by Sierra Sands Unified School District to establish a state preschool, located at Inyokern Elementary, in October 1998. Application was made in February 2005 to the California Department of Education by Sierra Sands Unified School District to expand the state preschool and serve students at Pierce Elementary. An additional application in 2008-2009 resulted in the creation of a state preschool at Faller Elementary.

Sierra Sands has contracted with High Desert Leapin' Lizards, Inc since 2005-2006 to operate the district's State Preschool programs. High Desert Leapin' Lizards has been operating since 1982 and is a Title 22 Center Based Day Care for School Age and Pre-School Children. High Desert Leapin' Lizards is a California non-profit corporation.

**CURRENT CONSIDERATIONS:** Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required. The contract was originally created by Schools Legal Service. The terms and conditions of this year's contract remain the same with the exception of a statement related to the Family Fee collection instituted by the California Department of Education (CDE) in 2012-2013.

**FINANCIAL IMPLICATIONS:** Funding for the state preschool is provided by the State of California through the CDE Child Development Services. Preschool is a protected Tier 1 program that has experienced cuts. This program has been reduced by the state from \$472,278 in 2011-2012 to \$435,160 in 2012-2013. Our local program has been reduced from 210 days down to 180 days in response to these reductions.

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**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board of education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of a state preschool program at Faller, Inyokern and Pierce School sites for the 2013-2014 school year as presented.

## **SIERRA SANDS UNIFIED SCHOOL DISTRICT**

### **AGREEMENT FOR PARTICIPATION IN DISTRICT'S CHILD DEVELOPMENT PROGRAMS**

This Agreement, effective July 1, 2013, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards Child Development Center, hereinafter the "PROVIDER."

#### **RECITALS**

- A. The DISTRICT desires to continue a program which delivers quality child care and developmental services to eligible children and families pursuant to the Child Care and Development Services Act, California Education Code Section 8200 et seq., its implementing regulations, and the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction, hereinafter referred to as the ACT;
- B. The PROVIDER is a private entity authorized to establish, maintain, and operate services pursuant to the ACT and has provided such services to children and their families in the past under a contract with the DISTRICT;
- C. The child care and developmental services which are the subject of this Agreement, hereinafter referred to as the "PROGRAM, are delivered in conjunction with the operation of the State pre-schools located at Faller Elementary School, Inyokern Elementary School and Pierce Elementary School;
- D. The PROGRAM is funded from State fund sources pursuant to the ACT, and recipients of those funds are required to comply with the fiscal/program statutory and regulatory requirements;
- E. The PROVIDER must administer the PROGRAM in accordance with the requirements of the ACT in order to receive such funding, including but not limited to auditing and reporting requirements;
- F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding;

Accordingly, based upon these Recitals and the promises exchanged by the DISTRICT and the PROVIDER, as set out below, it is agreed as follows:

#### **TERMS**

1. The parties agree that in performing the services specified in this Agreement, the PROVIDER shall act as an independent contractor and shall have control of all work and the manner in which it is performed. PROVIDER shall be free to contract for similar services to be performed for other parties while under contract with the DISTRICT. PROVIDER will not accept such engagements which interfere with performance under this Agreement.

PROVIDER's personnel are not entitled to participate in any pension plan, insurance, bonus, or similar benefits the DISTRICT may provide for its employees. At no time shall the Provider be, or represent itself to be, an officer, agent, or employee of the DISTRICT or State of California.

Nothing contained in this Agreement will be construed to imply a joint venture, partnership, or principal-agent relationship between the parties. PROVIDER shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the DISTRICT and any individual assigned by the PROVIDER to perform any supplemental educational services.

PROVIDER shall be solely responsible for paying all salaries, wages, benefits, and other compensation which PROVIDER's employees or subcontractors may be entitled to receive in connection with performing services. PROVIDER shall be solely responsible for withholding and paying all applicable payroll taxes and contributions including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance. PROVIDER agrees to hold harmless, indemnify, and defend DISTRICT from any liability resulting from its failure to make such payment, including self-employment taxes.

If the DISTRICT is held to be a partner, joint venturer, co-principal, employer, or co-employer of the PROVIDER, the PROVIDER shall hold harmless and indemnify the DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by the DISTRICT as a result of that holding.

2. PROVIDER agrees to administer the PROGRAM in strict accordance with the ACT's statutory and regulatory requirements, including but not limited to California Education Code Sections 8200-8499.7, California Code of Regulations, Title 5, Sections 18000-18308, and 4600-4672, and the Child Care Facility Licensing requirements of California Code of Regulations, Title 22, Division 12. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER also agrees to administer the PROGRAM in strict accordance with the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER further agrees to comply with the pertinent directives of the California Department of Education, Child Development Division. Finally,

the PROVIDER will comply with the policies of the DISTRICT insofar as they may be reasonably applicable to the administration of the PROGRAM. PROVIDER will comply with the requirements set out in Exhibit A entitled "Funding Terms and Conditions and Program Requirements for Child Development Programs," which is, by this reference, expressly incorporated into and made a part of this Agreement. Funding Terms and Conditions may be located at <http://www.cde.ca.gov/fg/aa/cd/index.asp>

3. All child care and development activities performed by the PROVIDER pursuant to this Agreement will strictly comply with the pertinent provisions of the California Education Code and its implementing regulations; the pertinent directives, if any, of the California Department of Education, Child Development Division, and Exhibit A. In providing the agreed to child care and development activities, the PROVIDER agrees to not exceed its authorized budget.
4. PROVIDER agrees to allow the DISTRICT unfettered access to the PROGRAM so that the DISTRICT may monitor and evaluate the PROVIDER's performance. PROVIDER understands that the DISTRICT may make recommendations so that the PROVIDER's performance meets the requirements of the ACT and also complies with the best practices. The PROVIDER agrees to receive scheduled or unscheduled visits by a representative of the DISTRICT and/or the California Department of Education. The PROVIDER agrees to allow parents unlimited access to their children while they are in the care of the PROVIDER. The PROVIDER agrees to submit to the DISTRICT such reports as may be required by the directives of the Child Development Division, California State Department of Education, or by the DISTRICT. The PROVIDER also agrees to prepare and retain, and permit the DISTRICT to inspect as it deems necessary, all PROVIDER's agency records, including children's files, to assure PROVIDER's compliance all in accordance with the requirements of Exhibit A entitled Funding Terms and Conditions and Program Requirements for Child Development Programs.

Reports are to be submitted according to but not limited to the following list:

- A. Annual projected budget – due by May 15 for approval.
- B. Annual projected calendar stating child days of operation – Due May 15 for approval.
- C. Financial reports – Private provider's reports due bimonthly; public provider's reports due quarterly (10<sup>th</sup> of October, January, April, and July).
- D. All line item budget revisions – due as requested, must be approved prior to change.
- E. Attendance reports - due by the 10<sup>th</sup> of each month.
- F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
- G. Estimated final financial report – due July 5.

- H. Final financial report for State – due July 31.
  - I. Agency Annual Report– due to CDE by June 1 annually.
  - J. Copy of Independent audit – due December 31, annually.
5. The PROVIDER and the DISTRICT shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
6. The PROVIDER warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the DISTRICT shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.
7. Subject to receipt of funds from the Child Development Division, the DISTRICT agrees to reimburse the PROVIDER for authorized expenditures. The PROVIDER shall maintain such records and accounts including property, personnel, child attendance (including individual Sign In-Out Cards), and financial records as are deemed necessary by DISTRICT and the Child Development Division, and will be retained for five years after expiration of this contract unless permission to destroy them is granted by both the DISTRICT and the CDE Child Development Division.
8. By giving a 30-day written notice specifying the effective date, the DISTRICT may terminate this contract in whole or in part for cause, which shall include: (1) failure of the PROVIDER, for any reason, to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and the Child Development Division directives as may become generally applicable at any time; (2) submission by the PROVIDER to the DISTRICT of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this contract; and (4) suspension or termination by the Child Development Division of funding to the DISTRICT under which this contract is made, or the portion thereof granted by this contract. The DISTRICT may also assign and transfer this contract when required by the Child Development Division direction. If the PROVIDER is unable or unwilling to comply with such additional conditions as may be lawfully applied by the Child Development Division to the grant to the DISTRICT, the PROVIDER shall terminate the contract by giving 30 days written notice to the DISTRICT, signifying the effective date thereof.

Upon termination the DISTRICT may require the PROVIDER to ensure that adequate arrangements have been made for transfer of the granted activities to another PROVIDER or to the DISTRICT. In the event of any termination, all property, finished or unfinished documents, data, studies, and reports

purchased or prepared by the PROVIDER under this contract shall be disposed of according to the DISTRICT and the Child Development Division directives, and the PROVIDER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the contract by the PROVIDER for the purpose of setoff until such times as the exact amount of damages due the DISTRICT from the PROVIDER is agreed or otherwise determined. Final payment of the contract will be withheld until recovery of property is made by the DISTRICT.

This Agreement may be terminated without cause by either party prior to its normal expiration date. The party desiring early termination must provide written notice to the non-terminating party. Early termination may be effective no sooner than 30 calendar days after actual receipt of the written notice.

9. PROVIDER shall require each applicant for employment and any subcontractor or volunteer to submit fingerprints consistent with California Education Code Sections 33192 and 44237. PROVIDER shall comply with the requirements of California Education Code Sections 45125.1, 35021.1, and 35021.2, including but not limited to obtaining California Department of Justice ("DOJ") clearance for the PROVIDER's employees, prohibiting its employees or volunteers from coming in contact with pupils until DOJ clearance is ascertained, and certifying in writing and providing such certification to the DISTRICT that none of its employees or volunteers who may come in contact with pupils have been convicted of or pleaded nolo contendre to a felony, unless that individual's employment is authorized under the California Education Code. In addition, the PROVIDER will not employ anyone who has been convicted of or entered a plea of nolo contendre to charges of any sex offense as defined in California Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to California Education Code Section 44237. Additionally, the PROVIDER shall make a request for subsequent arrest notification from DOJ as required by California Penal Code Section 11105.2.

PROVIDER shall submit to the DISTRICT a staff list of individuals employed, contracted, and/or otherwise hired by PROVIDER and all current licenses, credentials, permits, and/or other documents which entitle the holders to provide services. PROVIDER shall notify DISTRICT in writing within 45 days when personnel changes occur which may affect the provision of services to DISTRICT students.

PROVIDER shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. PROVIDER shall comply with the requirements of California Education Code Sections 35021 et seq., 49406, and

California Health and Safety Code Section 3454(a) regarding the examination of PROVIDER's employees and volunteers for tuberculosis. PROVIDER shall provide to the DISTRICT documentation of such compliance for each individual volunteering, employed, contracted, and/or otherwise hired by the PROVIDER before an individual comes in contact with a DISTRICT student.

PROVIDER shall comply with all applicable federal, state, and local statutes, laws, rules, and regulations relating to the provision of the subject services, including securing and maintaining in force such permits and licenses as are required by law in connection with furnishing services pursuant to this Agreement. PROVIDER warrants that its staff members and paraprofessionals shall also meet any requirements of the Act that may apply to them.

10. Provider agencies receiving funds from the DISTRICT must establish a separate bank account for monies to be used to defray authorized reimbursable costs. The PROVIDER shall require two signatures on payment vouchers (checks), one to be a counter signature. A certificate of insurance shall be maintained in equal or greater values as those specified in Item 18, and shall be provided to the DISTRICT verifying the PROVIDER coverage. Further, such certificate of insurance shall not be canceled without 30 days' prior written notice to the DISTRICT.
11. To ensure total parent involvement in the program, each PROVIDER must have a Parent Advisory Committee which functions in accordance with Funding Terms and Conditions as designated in Exhibit A.
12. Each PROVIDER's Parent Advisory Committee shall meet on a regular basis. It will be the responsibility of the PROVIDER to retain the following documentation for review by the DISTRICT.
  - A. Sign-in sheets for all parent meetings.
  - B. Minutes of all parent meetings.
13. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of \$36,000. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement less \$3,600/month for 10 consecutive months. The PROVIDER will report all interest and parent fees earned if applicable.
14. Apportionments will be reduced if the PROVIDER's expenditures are projected to be less than the total contract amount or if the PROVIDER is serving fewer children than the minimum stated. PROVIDER must reimburse DISTRICT any funds received which were not expended and/or earned through enrollment by June 30 of each fiscal year.

15. The PROVIDER's approved budget (forwarded under separate cover) shall be expended according to budget object classification by the DISTRICT. All requests for transfer of funds in the provider-approved budget must be submitted on the proper forms and have prior written approval from the DISTRICT before any expenditures can be incurred which may be involved as a result of these requested transfers.

In no case can equipment be purchased for \$500.00 or more per item (including tax, shipping, etc.) without advance approval of the DISTRICT. Copies of equipment invoices are to be sent with expenditure claims. The DISTRICT shall maintain all equipment items over \$500 in an inventory record system. All equipment items over \$5,000 and any capital outlay expenditures need prior approval by the Child Development Division. Three bids and justification are required for such approval. All property acquired pursuant to this contract is and remains the property of the DISTRICT and disposition thereof will be subject to the requirements of the Child Development Division. The PROVIDER will not sell, abandon, donate, or otherwise convey such property except at the discretion of the DISTRICT.

Travel and per diem expenses are reimbursable only at rates that do not exceed the rates paid to the California Department of Education's nonrepresented employees computed in accordance with State Department of Personnel Administration Regulations, Title 2, California Code of Regulations, Subchapter 1.

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant/ earned contract amount. The PROVIDER will be allocated an administrative fee of 50% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2013-2014 contract award. Adjustments to the administration fee may be made up to three times per year in response to reductions to the contract by the state, under-earning of the contract due to low student enrollment, or additional preschool contracts amounts received by the DISTRICT.

16. The PROVIDER will close their accounting, attendance and nutrition (if applicable) records on the last day of each month for preparation of the required monthly statement to be submitted to the DISTRICT no later than the tenth working day of the next following month, in accordance with the provisions of paragraph 4 hereof.
17. PROVIDER shall defend, hold harmless, and indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or

expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, costs of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arises out of or results from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the PROVIDER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

PROVIDER shall have no obligation to defend, hold harmless, or indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, consultants, and/or other representatives for the DISTRICT's sole negligence or willful misconduct.

This indemnity shall survive termination of this Agreement, and/or final payment hereunder, and is in addition to any other rights or remedies that the DISTRICT or the State of California may have under law and/or otherwise.”

18. For the duration of this Agreement, the PROVIDER shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance under this Agreement by the PROVIDER, its agents, representatives, or employees.

During the entire term of this Agreement, PROVIDER shall keep in effect policies of:

- A. Commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);
- B. Automobile liability insurance, if a vehicle may be used in providing services;
- C. Professional liability/errors and omissions coverage including sexual molestation and abuse; and
- D. Workers' compensation insurance/employer's liability insurance if PROVIDER may use employees in providing services.

PROVIDER shall maintain limits of insurance no less than:

- A. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury, and completed operations. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).

- B. Automobile Liability: \$1,000,000 combined single limit.
- C. Professional liability/errors and omissions coverage, including sexual molestation and abuse: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- D. Workers' compensation and employer's liability as required by the state in which the services are performed: \$1,000,000/\$1,000,000/\$1,000,000.

For all insurance coverages procured by the PROVIDER, the following terms apply:

- A. Deductibles and self-insured retentions may not exceed \$25,000.
- B. The commercial general liability and automobile liability policies are to contain or be endorsed to contain the following provisions:
  - (i) DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives are to be covered as additional insured's with regard to: liability arising out of activities performed by or on behalf of the PROVIDER; products and completed operations of the PROVIDER; premises owned, occupied, or used by the PROVIDER; or automobiles owned, leased, hired, or borrowed by the PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT and the State of California.
  - (ii) For any claims related to the services, PROVIDER's insurance coverage shall be primary with respect to the DISTRICT/State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained by the DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of PROVIDER's insurance. PROVIDER's insurance must be entirely exhausted before the secondary policy maintained by the DISTRICT may be called upon to contribute.
  - (iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT and the State of California .
- C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-:VII.

- D. PROVIDER shall furnish the DISTRICT with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of the above conditions are to be received and approved by the DISTRICT before services are provided.
19. The term of this agreement shall be from July 1, 2013 to and including June 30, 2014.
  20. The manner in which funds shall be expended hereunder is fully set forth on Exhibit B, entitled "Funding Page" which is attached hereto and incorporated herein by this reference as though fully set forth herein and here at.
  21. All services performed pursuant to this Agreement will be secular, neutral, and non-ideological."
  22. The PROVIDER shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the PROVIDER in connection with this contract.
  23. PROVIDER agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment, including the following: Title VI of the 1964 Civil Rights Act and implementing regulations; Section 504 of the Rehabilitation Act of 1973 and implementing regulations; the Age Discrimination Act of 1979; the Drug Free Workplace Act of 1998; California Government Code Sections 11135 - 11139.5; the Fair Labor Standards Act as defined by the Secretary of Labor in Part 506 of Title 29 of the Code of Federal Regulations; and the Americans with Disabilities Act of 1990. PROVIDER's policies shall include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all discrimination complaints.
- PROVIDER shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the PROVIDER's policy, as well as Federal and State law. The policy should include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all sexual harassment complaints. PROVIDER further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.
24. PROVIDER agrees that it will comply with all regulations and policies regarding the collection of Family Fees as outlined in Education Code (EC),

Section 8239(e) and amended EC, sections 263(g) and (h). Records will be kept of all funds received and individual income determinations made in respect to such fees. Funds and backup documents will be delivered to the DISTRICT on at least a monthly basis and will be maintained in a secure manner by the PROVIDER. The PROVIDER shall be responsible for the security of the fees until provided to the DISTRICT and will be responsible for reimbursing the DISTRICT for any losses of family fee funds.

25. This agreement may only be amended by the mutual written consent of the parties hereto, except that the DISTRICT may unilaterally amend the contract to accomplish the below-listed changes:
  - A. Increase in dollar amounts or rates.
  - B. Administrative changes.
  - C. Changes required by law or regulations.
26. This agreement is the complete and exclusive statement of the mutual understanding of the parties. This contract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this contract.
27. Nothing in this Agreement shall be construed to require the DISTRICT to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the ACT. This Agreement does not create a multiple fiscal year obligation. DISTRICT's financial obligation contained in this Agreement is subject to annual appropriation made pursuant to the ACT. DISTRICT has no obligation to fund the financial obligations under this Agreement other than for the current fiscal year of the Agreement."
28. PROVIDER warrants that it is aware of and in compliance with California Public Contract Code Sections 10410, 10411, and 10420 regarding employing current and former state employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DISTRICT:

Name      Joanna Rummer  
Title     Superintendent:

PROVIDER:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
TAX ID Number \_\_\_\_\_

## **EXHIBIT A**

### **FUNDING TERMS AND CONDITIONS Standard provisions for State Contracts**

Funding Terms and Conditions may be located at  
<http://www.cde.ca.gov/fg/aa/cd/index.asp>

## **EXHIBIT B**

### **FUNDING PAGE (Based upon FY 2012-2013 contract)**

<b>Program</b>	<b>Sierra Sands Unified</b>	<b>State Preschool</b>
		Inyokern, Pierce, and Faller
Funding Amount	<u>\$435,160</u>	
Child Days of Enrollment-minimum	<u>12,799</u>	
Potential Enrollment	<u>144 students</u>	(24 X 2 sessions X 3 sites)
CDE Contract #	<u>CSPP-2127 15-7374</u>	
Maximum Daily Rate	<u>\$34.00</u>	
Minimum Days of Operation	<u>180 days</u>	

**2013-2014 180 days**

**Proposed Preschool Budget 13-14**

SITES	Faller	Inyokern	Pierce	TOTAL
Average minimum # of student ADA to serve each day	48	24	48	120
13-14 Anticipated Award Amounts				\$ 435,160
Allowable Administrative Fee 15%				\$ 65,274
Contract-Sub Agreement				\$ 135,160
Maximum Indirect Cost 3.44% (SSUSD 13-14)				\$ 4,650
Remaining Admin Costs (11.56%)				\$ 60,624
SSUSD Admin Amt				\$ 30,312
HDLL Admin Amt				\$ 30,312
Direct Services to Students= 85%				\$ 369,886
Budget Object	Description	Resp. Party		
1300-0000-2100	Admin Salaries (2% LH)	SSUSD	\$ 1,996.00	
2400-0000-2100	Classified Clerical (5% AB)	SSUSD	\$ 1,518.00	
3000-0000-2100	Benefits Admin (LH)	SSUSD	\$ 484.00	
3000-0000-2100	Benefits Classified Admin (AB)	SSUSD	\$ 956.00	
4300-000-2100	Admin Supplies	SSUSD	\$ 200	
4300-0000-8200	Custodial Supplies	SSUSD	\$ 1,800	
5800-0000-2100	Licensing	SSUSD	\$ 600	
4300.64	Garage (Gas)	SSUSD	\$ -	
4300-0001-1000	Supplies	SSUSD	\$ 2,000	
4400-0000-2100	Equipment	SSUSD	\$ 2,000	
5200-0000-2100	Travel	SSUSD	\$ 1,000	
5750.40-0001-1000	SSUSD Food Service	SSUSD	\$ 10,000	
5750-43-0001-1000	ERC	SSUSD	\$ 100	
5750.47-0000-8110	Garage (Services)	SSUSD	\$ 700	
6000	Capital Outlay	SSUSD	\$ -	
7439-0000-9100-303	Building- Inyokern Debt Service	SSUSD	\$ 15,000	
7439-0000-9100-300	Building- Faller Debt Service	SSUSD	\$ 21,000	
		TOTAL	\$ 51,800	

4300-0001-1000	Supplies	HDLL	\$ 6,600
5100-0001-1000	Sub agreement-Salaries/ benefits	HDLL	\$ 300,000
5800-0001-1000	Staff Services (Prof Dev & fingerprints)	HDLL	\$ 25,000
		TOTAL	\$ 331,600
			\$ 383,400
			\$ (13,514)

## 12. CONSENT CALENDAR

- 12.5 Approval of Perkins Career Technical Education Application for Funding for the 2013-2014 School Year
- 

**BACKGROUND INFORMATION:** The Carl D. Perkins Career and Technical Education Improvement Act of 2006 provides funding for secondary career technical education programs. In accordance with the program targeting requirements of the Perkins Act, the 2013-2014 funds must be expended to support program improvements in any of the fifteen CTE industry sectors. These funds will be used primarily to support pre-engineering and industrial technology programs at Burroughs High School.

**CURRENT CONSIDERATIONS:** The Sierra Sands Unified School District Career Technical Education Application for the 2013-2014 school year is presented for approval. The application includes assurances, planned use of funds, actions to increase access for special population students, and actions to achieve performance levels. The funds associated with this application will support the implementation of the district's 2008-2012 Local Career Technical Education Plan (effective dates extended by the state) and address the career preparation needs of our students. The application was presented to the CTE advisory committee for approval on May 16, 2013.

There are minimal changes to this year's application. Elements continued this year, in response to federal reauthorization, include performance levels for Perkins Core Indicators and increased accountability requirements. Sierra Sands exceeds all core indicator performance targets.

**FINANCIAL IMPLICATIONS:** The tentative allocation of approximately \$37,063 for Perkins federal funding provides supplemental funding for career technical education programs and reflects guidance from CDE with an anticipated 10% reduction due to federal sequestration.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the district's Perkins Career Technical Education Application for Funding, 2013-2014 as presented.

# Perkins Grant Management System (PGMS)

## LEA Profile

<b>Allocation Amount</b>	\$37,063.00
<b>Budgeted Amount</b>	\$37,063.00
<b>Maximum Indirect Allowable</b>	\$1,232.00
<b>Application Due Date</b>	Monday, June 03, 2013 12:00 AM
<b>Application Status</b>	Not Submitted
<b>Signed GAN Received by CDE</b>	Not Received

## Local Education Agency (LEA) information

### LEA Contact Information

**LEA Name:**

Sierra Sands Unified (131 - Secondary)

**CDS Code:** 15-73742-0000000

**Address:** 113 West Felspar Ave.  
Ridgecrest, CA 93555-3520

**Phone:** (760) 499-1604

**Fax:** (760) 375-4562

**E-mail:** [superintendent@ssusd.org](mailto:superintendent@ssusd.org)

**Superintendent**

**Name:** Joanna Rummer

## Perkins Coordinator Information

### Perkins Coordinator

**Name:** Laura Hickle

**Title:** Coordinator

**Phone:** 760-499-1642                    **Extension:**

**Fax:** 760-375-1959

**E-mail:** [lhickle@ssusd.org](mailto:lhickle@ssusd.org)

**Street Address:** 113 Felspar Avenue

**City:** Ridgecrest

**State:** CA

**Zip Code:** 93555

#### **Perkins Coordinator Contact During Summer**

**Phone:** (760) 977-0460      **Extension:**  
**E-mail:** [lhickle@ssusd.org](mailto:lhickle@ssusd.org)

### **Fiscal Coordinator Information**

#### **Fiscal Coordinator**

**Name:** Gavin MacGregor  
**Title:** Fiscal Coordinator  
**Phone:** (760) 499-1611      **Extension:**  
**Fax:**  
**E-mail:** [gmacgregor@ssusd.org](mailto:gmacgregor@ssusd.org)  
**Street Address:** 113 W Felspar Ave  
**City:** Ridgecrest  
**State:** CA  
**Zip Code:** 93555

### **LEA CTE Advisory Chair Information**

**Name:** Linda Homer  
**E-mail:** linda.homer@navy.mil  
**Phone:** 760-939-6581

### **Section I - State Assurances and Certifications**

#### **Certifications Sign-off**

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

The following Assurances, Certifications, and Grant Conditions are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification with the application; instead, they must download them, collect the appropriate signatures, and keep them on file to be available for compliance reviews, complaint investigations, or audits.

- California Department of Education General Assurances (CDE-100A)
- Drug Free Workplace Certification (CDE-100DF)
- U.S. Department of Education Debarment and Suspension (ED 80-0014)
- U.S. Department of Education Lobbying (ED80-0013)
- Perkins IV Assurances and Certifications (CDE 100)
- 2011-12 Grant Conditions

### **Section I - LEA Sign-off Section**

Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

### **Section I - CDE Review and Sign-off Section**

**Section I - Section Approved**

**Section II - Representatives of Special Populations**

**Representatives of Special Populations Sign-off**

Section 123(b) of Perkins IV requires states to conduct annual evaluations of the progress and efforts grant recipients are making toward achieving the core indicator performance levels established for the state's CTE programs. California LEAs provide data to the CDE through the 101-E1 report in the fall and 101-E2 report in the spring, and these data are used to determine the core indicators.

This section identifies the LEA's actual performance on each of the Core Indicators of performance and indicates if the LEA has met the state-established performance targets.

Congratulations, no action is necessary on this page. Sierra Sands Unified (131 - Secondary) has met or exceeded the required target in each of the core indicators of performance and is determined to be a Compliant Agency

**Economically Disadvantaged (Title I Coordinator)**

Title I Coordinator Name: Laura Hickle  
Title I Coordinator Title: Coordinator of Special Projects

**Limited English Proficiency (English Learner Coordinator)**

English Learner Coordinator Name: Laura Hickle  
English Learner Coordinator Title: Coordinator of Special Projects

**Disabled (Handicapped) (Special Education Coordinator)**

Special Education Coordinator Name: Elaine Littleton  
Special Education Coordinator Title: Executive Director- SELPA

**Single Parent or Single Pregnant Women (Title IX Coordinator)**

Title IX Coordinator Name: Ernie Bell  
Title IX Coordinator Title: Asst Supt

**Gender Equity or Nontraditional Training (Title IX Coordinator)**

Title IX Coordinator Name: Ernie Bell  
Title IX Coordinator Title: Asst Supt

**Section II - LEA Sign-off Section**

As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011–12 funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2011–12 Perkins IV application for funds.

**Section II - CDE Review and Sign-off Section**

**Section II - Section Approved**

**Section III - Assessment of Career Technical Education Programs**

Section 123(b) of Perkins IV requires states to conduct annual evaluations of the progress and efforts grant recipients are making toward achieving the core indicator performance levels established for the state's CTE programs. California LEAs provide data to the CDE through the 101-E1 report in the fall and 101-E2 report in the spring, and these data are used to determine the core indicators.

This section identifies the LEA's actual performance on each of the Core Indicators of performance and indicates if the LEA has met the state-established performance targets.

N/A may indicate that the LEA:

- Failed to report the required data for that indicator
- Is one of the State Special Schools or California Education Authority
- Did not receive Perkins funds in the prior year and was not required to report data

If 5S1 is the only indicator showing an N/A, the LEA failed to submit the required CDE-101 E2 report

## 1S1 Academic Attainment-Reading/Language Arts

**Numerator:**

Number of 12th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE).

**Denominator:**

Number of 12th grade CTE concentrators.

**LEA Level 2009-10:** 57.09 %    **LEA Level 2010-11:** 57.77 %    **LEA Level 2011-12:** 59.23 %

**State Level 2011-12:** 44.50 %    **Required Target:** 40.05 %    **Met Target:** Yes

## 1S2 Academic Attainment-Mathematics

**Numerator:**

Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE.

**Denominator:**

Number of 12th grade CTE concentrators.

**LEA Level 2009-10:** 55.56 %    **LEA Level 2010-11:** 55.83 %    **LEA Level 2011-12:** 63.52 %

**State Level 2011-12:** 32.20 %    **Required Target:** 28.98 %    **Met Target:** Yes

## 2S1 Technical Skill Attainment

**Numerator:**

Number of CTE concentrators enrolled in a capstone CTE course who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

**Denominator:**

Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.

**LEA Level 2009-10:** 97.84 %    **LEA Level 2010-11:** 98.34 %    **LEA Level 2011-12:** 97.44 %

**State Level 2011-12:** 63.44 %    **Required Target:** 57.10 %    **Met Target:** Yes

## 3S1 Secondary School Completion

**Numerator:**

Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).

**Denominator:**

Number of 12th grade CTE concentrators who left secondary education during the reporting year.

<b>LEA Level 2009-10:</b>	98.08 %	<b>LEA Level 2010-11:</b>	98.06 %	<b>LEA Level 2011-12:</b>	97.85 %
<b>State Level 2011-12:</b>	89.11 %	<b>Required Target:</b>	80.20 %	<b>Met Target:</b>	Yes

## 4S1 Student Graduation Rate

**Numerator:**

Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate.

**Denominator:**

Number of 12th grade CTE concentrators.

<b>LEA Level 2009-10:</b>	98.08 %	<b>LEA Level 2010-11:</b>	98.06 %	<b>LEA Level 2011-12:</b>	97.85 %
<b>State Level 2011-12:</b>	84.60 %	<b>Required Target:</b>	76.14 %	<b>Met Target:</b>	Yes

## 5S1 Secondary Placement

**Numerator:**

Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

**Denominator:**

Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.

<b>LEA Level 2009-10:</b>	89.20 %	<b>LEA Level 2010-11:</b>	90.53 %	<b>LEA Level 2011-12:</b>	90.77 %
<b>State Level 2011-12:</b>	83.33 %	<b>Required Target:</b>	75.00 %	<b>Met Target:</b>	Yes

## 6S1 Non-traditional Participation

**Numerator:**

Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields.

**Denominator:**

Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.

<b>LEA Level 2009-10:</b>	31.74 %	<b>LEA Level 2010-11:</b>	21.67 %	<b>LEA Level 2011-12:</b>	26.15 %
<b>State Level 2011-12:</b>	27.00 %	<b>Required Target:</b>	24.30 %	<b>Met Target:</b>	Yes

## 6S2 Non-traditional Completion

**Numerator:**

Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

**Denominator:**

Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.

<b>LEA Level 2009-10:</b>	31.70 %	<b>LEA Level 2010-11:</b>	26.25 %	<b>LEA Level 2011-12:</b>	28.57 %
<b>State Level 2011-12:</b>	19.00 %	<b>Required Target:</b>	17.10 %	<b>Met Target:</b>	Yes

## Section III - LEA Sign-off Section

Assessment of Career Technical Education Programs section is complete and ready for CDE review.

## Section III - CDE Review and Sign-off Section

### Section III - Section Approval

## Section IV - Progress Report Toward Implementing The Local CTE Plan

The implementation of each LEA's local Career Technical Education (CTE) plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the previous school year.

Additionally, the LEA should set measurable CTE outcomes for the next school year based on the needs of the CTE students and programs offered by the LEA and the results of the core indicator data reported in Section III.

LEA personnel must respond to the following questions:

### LEA Response

- 1. In the 2012-13 application (Section IV, question 3), the LEA identified at least three goals from the local CTE plan on which it would focus during the 2011–12 school year. What progress has the LEA made toward achieving those specific goals? How has the LEA improved, enhanced, or expanded CTE for students during 2012-13?**

GOAL 1- All students graduating from SSUSD high schools will be prepared for success in postsecondary education experiences and for employment and careers through CTE programs that academically and socially support, challenge, and motivate students. Students will be provided timely information, guidance, support services, and education opportunities that will allow them to reach their career goals

Maintain 96% or higher graduation rate, Burroughs had a graduation rate of 93.4% (2011-2012 data) which was a drop from 96.1% in 2010-2011 (Dataquest). However, Perkins Core indicator data for 2011-2012 shows a graduation rate of 97.85% for CTE concentrators which meets our goal and is 4.85% higher than the general population.

Follow-up data efforts after graduation will be expanded and will continue to show higher levels of student success. Complete 3 ½ year studies on engineering pathway and report out in 2012-2013 Follow-up multiple year studies of engineering students continued with 44% enrolled in STEM related career programs in post secondary training/ college.

Students will increase readiness for college as evidenced by an increase in UC/ CSU preparedness statistics. US/CSU data benchmark data (2008-2009) =14.9%. Rate increased to 15.9% in 2009-2010. 2010-2011 increased to 19.6% and 2011-2012 showed a drop to 13.5% (Dataquest). An analysis on how that data is collected from our database, entered into Cal PADS and calculated by CDE is being conducted locally to determine the accuracy of the data and action steps to resolve.

Continue expansion and utilization of postsecondary articulation agreements, 2012-13 Add one articulation agreement with KCCD and record in CATEMA. CATEMA process formalized in 2011-2012 and forty-four students in Criminal Justice are on track to receive 3 units of college credit in 2012-2013.

Provide student leadership opportunities through CTE student organizations. 2011-2012- Cal-HOSA established in 2008-2009. Expand Skills USA from Construction and Auto to at least one more area in 2012-13. A reduced Skills USA presence continued in 2012-2013 but was not able to be expanded due to budget, facility, and personnel changes.

GOAL 4- Student preparation will be based on industry expectations and standards and will incorporate employment readiness and career success skills.

At least 10 students will receive NCEER certification in construction in 2011-12. Due to the completion of the new construction facilities and the need to move the program into the new facilities and set up the space we were not able to proceed with NCEER certification in 2012-2013 but are prepared to put the certification in place in 2013-2014.

- At least 30 students will receive college credit for high school engineering coursework (Rochester Institute of Technology or Cerro Coso) Eighty-six students passed all requirements for eligibility for Rochester Institute of Technology transcript credit in 2011-2012.

- 2. What criteria, data, or practices are used in your district for determining improvements in career technical education programs?**

Criminal Justice ROP (360 hours) is fully articulated with Administration of Justice 101 (3 semester units) at Cerro Coso Community College. Students are enrolled in the college and the high school class through the CATEMA system and students earning a B or better in the class and completing the required final exam (Mock Trial) are awarded transcribed college credit.

Plans are in place to complete a dual enrollment agreement for the four engineering courses (3 units per class per semester= 24 units) at Burroughs. Students successfully completing at least 18 units will receive a Fundamentals of Engineering Technology Certificate from Cerro

Coso Community College.

A dual enrollment ROP Business Technology course is being formalized with the local community college. Successful completion of this course would result in 7 semester units of credit per student.

**3. Describe the Professional Development activities provide to the CTE teachers that are specific to ensuring the teacher stays current with their own technical skills.**

The district administrator and one teacher will participate in the CTE Model Curriculum Standards training on May 14, 2013. Each CTE teacher will participate in a full day CTE MCS training in late September 2013.

**4. Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2013–14.**

GOAL 1- All students graduating from SSUSD high schools will be prepared for success in postsecondary education experiences and for employment and careers through CTE programs that academically and socially support, challenge, and motivate students. Students will be provided timely information, guidance, support services, and education opportunities that will allow them to reach their career goals

- Continue expansion and utilization of postsecondary articulation agreements.

- o Currently one course (Criminal Justice)- in 2012-2013 institute dual enrollment model for new Business Technology course and complete dual enrollment process for engineering coursework

GOAL 4- Student preparation will be based on industry expectations and standards and will incorporate employment readiness and career success skills.

- Instructors will participate in high quality professional development in order to stay current with academic standards as well as industry standards and changes to skill sets, processes, and technology found in the work place

- o A full day Professional development for at least six CTE staff will be offered on the Model CTE Curriculum Standards

GOAL 5- Processes to facilitate smooth student transitions (middle school, secondary, post secondary education, training, and job placement) and effectively track performance will be developed.

- Processes will be developed to make CTE components such as articulation, concurrent and dual enrollment and guidance more student and staff friendly

- o The career advisor will receive training in order to increase capacity to work with students and assist them in registering for college courses and handling dual enrollment and CATEMA (articulation) tasks.

## Section IV - CDE Review and Sign-off Section

### Section IV - Section Approval

### Section V - Sequence of Courses to Be Funded

This section is used to budget expenditures for each Pathway in an Industry Sector.

### Add Program

Only those Pathways identified in an LEA's approved Local CTE Plan, or submitted in a revision to the Local Plan may be supported by Perkins IV funds.

### Program Detail

Site Name	Industry Sector	Career Pathway	Budget Amount
Burroughs High	Across Multiple Sectors	Across	\$2,920.00
Burroughs High	Arts, Media, and Entertainment	Production and Managerial Arts	\$2,000.00
Burroughs High	Building and Construction Trades	Cabinetry, Millwork, and Woodworking	\$1,743.00
Burroughs High	Building and Construction Trades	Residential and Commercial Construction	\$0.00
Burroughs High	Business and Finance	Financial Services	\$16,400.00
Burroughs High	Engineering and Architecture	Engineering Technology	\$13,000.00
Burroughs High	Health Science and Medical Technology	Patient Care	\$0.00

Burroughs High	Hospitality, Tourism, and Recreation	Food Service and Hospitality	\$ .00
Burroughs High	Manufacturing and Product Development	Machining and Forming Technologies	\$1,000.00
Burroughs High	Public Services	Public Safety	\$ .00
Burroughs High	Transportation	Operations	\$ .00
<b>Total</b>			<b>\$37,063.00</b>

## Section V - CDE Review and Sign-off Section

### Section V - Section Approval

### Section VI - Budget and Expenditure Schedule

Object Code	At Least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	Total
	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	
1000 Certificated Salaries	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00
2000 Classified Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3000 Employee Benefits	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
4000 Books/Supplies	\$19,143.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,263.00
5000 Services/Operating Expenses	\$15,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$15,800.00
6000 Capital Outlay	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00
7000 Indirect Costs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1,000.00	\$1,000.00
<b>Total</b>	<b>\$34,143.00</b>	<b>\$1,420.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>	<b>\$37,063.00</b>

### Section VI - Section Approved

### Section VII - Local CTE Plan Update

Applicants may update their local CTE plans annually, if necessary. This is a good time to review local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

## Section VII - LEA Sign-off Section

Local CTE Plan benchmarks are reviewed to reflect progress or additions to the CTE program.

## Section VII - CDE Review and Sign-off Section

### Section VII - Section Approved

Questions: Perkins Support Team | [perkins@cde.ca.gov](mailto:perkins@cde.ca.gov) | 916-324-5706

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California Department of Education  
1430 N Street  
Sacramento, CA 95814

Web Policy

## 12. CONSENT CALENDAR

### 12.6 Appointment of 2013-14 California Interscholastic Federation (CIF) League Representatives for Burroughs High School

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**BACKGROUND INFORMATION:** As required by the California Interscholastic Federation (CIF), the governing board of each school district must annually appoint league representatives for each school under its jurisdiction.

**CURRENT CONSIDERATIONS:** It is recommended that Dave Ostash, as principal of Burroughs High School, be appointed to serve as league representative for Burroughs High School for the 2013-14 school year and athletic director, Robert Campbell be appointed as the principal's designee in his absence.

**FINANCIAL CONSIDERATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that Dave Ostash, as principal of Burroughs High School, be appointed to serve as league representative for Burroughs High School for the 2013-14 school year and Robert Campbell be appointed to serve as the principal's designee.



ROGER L. BLAKE, EXECUTIVE DIRECTOR

# CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE • 4658 DUCKHORN DRIVE • SACRAMENTO, CA 95834 • PH: 916-239-4477 • FX: 916-239-4478 • [WWW.CIFSTATE.ORG](http://WWW.CIFSTATE.ORG)

TO: SUPERINTENDENT OF PUBLIC SCHOOLS  
PRINCIPAL OF PRIVATE SCHOOLS

FROM: ROGER L. BLAKE

RE: ENCLOSED FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 15, 2013

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2013-2014**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.17) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

**Please return the enclosed form no later than July 2, 2013 directly to your CIF Section Office. Addresses of each section are listed on the back of the form.** Please contact us if we can give you further information.

## 2013-2014 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 2, 2013.**

Sierra Sands Unified School District/Governing Board at its May 16, 2013 meeting,  
(Name of school district/governing board) (Date)  
appointed the following individual(s) to serve for the 2013-2014 school year as the school's league  
representative:

### **PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

<u>NAME OF SCHOOL</u>	Burroughs High School		
<u>NAME OF REPRESENTATIVE</u>	Dave Ostash	<u>POSITION</u>	Principal
<u>ADDRESS</u>	500 E. French St.	<u>CITY</u>	Ridgecrest ZIP 93555
<u>PHONE</u>	760-499-1800	<u>FAX</u>	760-375-1735
<hr/>			

<u>NAME OF SCHOOL</u>	Burroughs High School		
<u>NAME OF REPRESENTATIVE</u>	Robert Campbell	<u>POSITION</u>	Athletic Director
<u>ADDRESS</u>	500 E. French St.	<u>CITY</u>	Ridgecrest ZIP 93555
<u>PHONE</u>	760-499-1800	<u>FAX</u>	760-375-1735
<hr/>			

<u>NAME OF SCHOOL</u>			
<u>NAME OF REPRESENTATIVE</u>			
<u>ADDRESS</u>			
<u>PHONE</u>	<u>FAX</u>	<u>E-MAIL</u>	
<hr/>			

<u>NAME OF SCHOOL</u>			
<u>NAME OF REPRESENTATIVE</u>			
<u>ADDRESS</u>			
<u>PHONE</u>	<u>FAX</u>	<u>E-MAIL</u>	
<hr/>			

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

Superintendent's or Principal's Name Joanna Rummer Signature \_\_\_\_\_

Address 113 W. Felspar Ave. City Ridgecrest Zip 93555

Phone 760-499-1600 Fax 760-375-3338

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.**  
**SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

## 12. CONSENT CALENDAR

### 12.7 Approval of Waivers for the California High School Exit Exam for Students with Disabilities, CAHSEE Waivers #1 1213, #2 1213

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**BACKGROUND INFORMATION:** All students must satisfy the California High School Exit Examination requirement, as well as all other state and local requirements, to receive a California public high school diploma. Students can satisfy the CAHSEE requirement by either passing the exam or, for students with disabilities, receive a waiver of the CAHSEE requirement pursuant to Education Code Section 60851(c). Students with disabilities who take the CAHSEE using modifications and receive the equivalent of a passing score may be eligible to receive a waiver of the CAHSEE requirement for the part(s) of the exam on which a modification was used if the following requirements are met:

- An individualized education program or Section 504 Plan is in place that requires a modification to be provided to the student when taking the CAHSEE;
- The equivalent of a passing score has been obtained on the CAHSEE using a modification; and
- Sufficient high school-level coursework has been either satisfactorily completed or is in progress in a high school-level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the CAHSEE.

**CURRENT CONSIDERATIONS:** Students with disabilities who have not passed both parts of the CAHSEE graduation requirement were reviewed by a committee consisting of site administration, counselors, special education department chair, the Assistant Superintendent of Curriculum and Instruction, and SELPA Director to determine which students qualify for the CAHSEE waiver. Students who have satisfied all criteria are being recommended for a waiver to the CAHSEE.

Waiver #1 1213: Student satisfied criteria for the mathematics portion in February 2011 and English Language Arts in February 2013. Student is requesting a waiver for both mathematics and English Language Arts.

Waiver #2 1213: Student satisfied criteria for the English Language Arts portion in November 2011. Student satisfied criteria for mathematics and is requesting a waiver for the mathematics portion taken in November 2013.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the recommendations with regard to a waiver of the CAHSEE requirements for students identified in cases #1 1213 and #2 1213, as presented.

## 12. CONSENT CALENDAR

- 12.8 Approval of Recommendations for Expulsion, Expulsion Cases #22 1213, #23 1213, #24 1213, and #25 1213
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**BACKGROUND INFORMATION:** Education code requires the board to take final action on recommendations for expulsion.

**CURRENT CONSIDERATIONS:** Board approval is requested for the following expulsion cases:

**Expulsion Case #22 1213:** As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2012-13 spring semester and the 2013-14 fall semester, however suspending the expulsion for the fall semester allowing the student to return in August, 2013 under a behavior contract. During the period of expulsion the student is referred to the Ridgecrest Learning Center.

**Expulsion Case #23 1213:** As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2012-13 spring semester and the 2013-14 fall semester, however suspending the expulsion for the fall semester allowing the student to return in August, 2013 under a behavior contract. During the period of expulsion the student is referred to the Ridgecrest Learning Center.

**Expulsion Case #24 1213:** As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2012-13 spring semester and the 2013-14 fall semester, however suspending the expulsion for the fall semester allowing the student to return in August, 2013 under a behavior contract. During the period of expulsion the student is placed on home instruction.

**Expulsion Case #25 1213:** As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2012-13 spring semester and the 2013-14 fall semester, however suspending the expulsion for the fall semester allowing the student to return in August, 2013 under a behavior contract. During the period of expulsion the student is referred to the Ridgecrest Learning Center.