

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**APRIL 16, 2015  
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 Castillo-Covert  
Bill Farris, President  
Tim Johnson  
Kurt Rockwell  
Michael Scott, Vice President/Clerk

Ernest M. Bell, Jr., 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 special and regular meetings of March 12, 2015.**

**3. PROGRAMS AND PRESENTATIONS**

**4. PUBLIC HEARING**

- 4.1 Public Hearing for Initial Sunshine Contract Proposal for 2015-16 from the Desert Area Teachers Association to the Board of Education
- 4.2 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2015-16 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 Update
- Open Enrollment: May 1 – May 15, 2015
- Open House Calendar

### 5.4 Report to the Board of Trustees by the Desert Area Teachers Association

### 5.5 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 Algebra 1, Geometry, Algebra 2, and ROP Criminal Justice

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.1 Approval of Revisions to Board Policy/Administrative Regulations 1312.3, Uniform Complaint Procedures: Community Relations

## 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

### 8.3 Adoption of Resolution #21 1415, Reduction of Classified Service

### 8.4 Adoption of Resolution #22 1415, Teacher Appreciation Week, May 4-8, 2015 and the Day of the Teacher

### 8.5 Adoption of Resolution #23 1415, Classified School Employee Week, May 18-22, 2015

### 8.6 Adoption of Resolution #24 1415, Certificated Layoff

### 8.7 Presentation of Initial Sunshine Contract Proposal for 2015-16 from the Board of Education to the Desert Area Teachers Association

- 8.8 Presentation of Initial Sunshine Contract Proposal for 2015-16 from Chapter 188 of the California School Employees to the Board of Education

## 9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 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
- 9.3 Adoption of the Board Meeting Calendar for the 2015-16 School Year
- 9.4 Appointment of Student Member to the Board of Education for the Remainder of the 2014-15 School Year Spring Semester

## 10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues

## 11. BUSINESS ADMINISTRATION

- 11.1 Authorization to Renew the License Agreement with Ridgecrest Regional Hospital for Joint Use of Underutilized District Property Adjacent to Mesquite High School
- 11.2 Authorization to Utilize Inyo-Kern Schools Financing Authority Funding for District School Facilities Projects

## 12. CONSENT CALENDAR

- 12.1 “A”&“B” Warrants
- 12.2 Approval for Burroughs High School Band, Choir, and Orchestra to Attend an Out of Country Music Cruise Festival to Baja, Mexico, February 12-15, 2016

## 13. FUTURE AGENDA

## 14. ADJOURNMENT

The next regular meeting of the Board of Education will be May 21, 2015.

*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.ssusdschools.org](http://www.ssusdschools.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 Regular Meeting of the Board of Education

DATE OF MEETING: March 12, 2015  
TIME OF MEETING: 7:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott  
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by substitute student board member, Sissy Bengtsson.

MOMENT OF SILENCE was observed.

#### 1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the Inyo-Kern Schools Financing Authority Agenda will be heard following Item 11.1.

#### 2. APPROVAL OF MINUTES

The minutes of the special and regular meetings of February 19, 2015 and the special meeting of March 2, 2015 were adopted by consensus as written.

#### 3. PROGRAMS AND PRESENTATIONS

- Las Flores Elementary School – PLC Collaboration and Intervention Program: Mrs. Sue Marvin, Principal of Las Flores Elementary School, introduced Mrs. Margaret Bergens, Las Flores projects teacher, who reported on the school's PLC collaboration and intervention program. She reported that the collaboration and intervention model at Las Flores Elementary was highlighted on their Distinguished School Application. Mrs. Bergens stressed the importance of a fluid collaboration schedule allowing for the changing needs of students and staff. Collaboration is a means to an end and is a protected time for staff to systematically work together.

#### 4. PUBLIC HEARING

#### 5. REPORTS AND COMMUNICATIONS

##### 5.1 Student Member's Report

**Burroughs High School:** A new scholarship for students in Auto Shop was announced as well as new ROP scholarships. The Cerro Coso Placement Exam will be given this month for those students interested in attending Cerro Coso Community College after graduation. Burroughs

clubs and sports activities are in full swing with the Drama Club visiting local elementary schools in celebration of Dr. Seuss Day.

**James Monroe Middle School:** Several clubs and classes have been enjoying extracurricular activities including female students who attended an Expanding Your Horizons Conference presented by NAVAIR. Math expert Chris Shore will visit Monroe math classes observing teachers and providing suggestions on math teaching techniques. The ASB is preparing for the Spring Dance.

**Murray Middle School:** Murray Middle School is celebrating College Awareness in March with several colleges and universities being introduced to the students. A randomly selected group of Murray 8<sup>th</sup> grade students took the National Assessment of Educational Progress exam which allows the nation to determine the level to which students are mastering standards. The Murray PTO, Math Counts team, music, and sports programs continue to be active. The AVID program welcomed 6<sup>th</sup> and 7<sup>th</sup> grade students this year and is a competitive elective at Murray Middle School with students interviewing for acceptance into the program.

**Mesquite High School:** Mesquite High School students are preparing for the prom which will be held at the USO building this month. The WASC committee made their mid-term visit and was complimentary of the differentiation teachers use in the classrooms at Mesquite as well as the “family” culture found on campus.

5.2 Reports from Members of the Board

5.3 Superintendent's Report

Superintendent Ernie Bell reported enrollment is the exact same as this time last year. He reported on the Senate hearing he and Assistant Superintendent of Business Services, Mrs. Christina Giraldo attended in Sacramento in support of Senator Jean Fuller’s Senate Bill 111. Mr. Patrick O’Brian, Director of the Office of Economic Adjustment, powerfully outlined the challenges districts face in meeting the 20% funding match required in the DoD facilities grant.

5.4 Report to the Board of Trustees by the Desert Area Teachers Association

Ms. Vanessa Vaughn, Vice-President of the Desert Area Teachers Association, presented the board with a petition signed by elementary teachers throughout Sierra Sands Unified School District which speaks to their concern regarding benchmarks appearing on student report cards. She requested the benchmarks be removed from report cards and placed on a separate document.

5.5 Communications from the public

6. EDUCATIONAL ADMINISTRATION

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 1220 and Addition of Administrative Regulation 1220, Citizens Advisory Committees

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Motion passed to approve revisions to Board Policy 1220 and review of Administrative Regulation 1220, Citizens Advisory Committees. JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7.2 Approval of Revisions to Board Policy 5141.31 and Review of Administrative Regulation 5141.31, Immunizations

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Motion passed to approve revisions to Board Policy 5141.31 and review of Administrative Regulation 5141.31, Immunizations. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7.3 Approval of Revisions to Board Policy 6159.2 and Review of Administrative Regulations 6159.2, Nonpublic Nonsectarian School and Agency Services for Special Education

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Motion passed to approve revisions to Board Policy 6159.2 and review of Administrative Regulation 6159.2, Nonpublic Nonsectarian School and Agency Services for Special Education. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7.4 Revisions to Administrative Regulation 6159.3, Appointment of Surrogate Parent for Special Education

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This item was presented for informational purposes only and required no board action.

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 approve items 8.1 and 8.2. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8.3 Waiver Request Enabling the District to Assign Individuals in Certificated Positions without Appropriate Credentials

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Motion passed to approve the request for Short Term Staff Permits and Provisional Intern Permits as presented. CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8.4 Request for Temporary Waiver of Designated Subject (ROP) Teacher to Teach English Learner Students for the 2014-15 School Year

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Motion passed to approve the request for a Temporary Waiver as presented. CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8.5 Adoption of Resolution #19 1415, Reducing or Eliminating Certificated Services for the 2015-16 School Year

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Motion passed to adopt Resolution #19 1415, Reducing or Eliminating Certificated Services as presented. SCOTT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8.6 Adoption of Resolution #20 1415, Determination of Seniority Among Certificated Employees with the Same First Paid Date of Service

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Motion passed to adopt Resolution #20 1415, Determination of Seniority Among Certificated Employees with the Same First Paid Date of Service as presented.  
CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8.7 Presentation of Initial Sunshine Contract Proposal for 2015-16 from the Desert Area Teachers Association to the Board of Education

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Desert Area Teachers Association representative, Carolyn Hiatt presented the initial sunshine contract proposal for 2015-16 to the Board of Education.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

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Motion passed to accept the following gifts: McDonald's Restaurant of Ridgecrest donated \$750 cash to Richmond Elementary School. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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Mrs. Christina Giraldo, Assistant Superintendent of Business Services, introduced Mr. Steve Hubbard, Project Manager with Maas Company, who gave an update to the board on the Capital Projects taking place within the district.

Murray Middle School project: Construction documents have been sent to DSA for review. The Department of Toxic Substance Control has been helpful with budget and schedule regarding remediation. Hard construction is estimated to begin in the fall of 2015 with an occupancy date of fall 2017-18.

Burroughs High School project: The quality control review has been completed. This is anticipated to reduce future change orders. Value engineering continues in an endeavor to control the budget. Construction is anticipated to begin in August of 2015 with full occupancy expected to occur in summer of 2017.

HVAC remediation projects: The Monroe Middle School project has been stamped out. The Mesquite High School project has been submitted to DSA for plan check and approval. The Burroughs High School air project has been stamped out with the boiler project DSA submission expected next week.

This item was presented for informational purposes only and required no board action.

10.2 Approval to Enter into an Amendment with IBI Group for Cost Reduction Measures for Site Development for the new Murray Middle School Project

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Motion passed to approve entering into an amendment with IBI Group as presented.  
SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.3 Approval to Enter into an Agreement with the Architect of Record for Quality Control Corrections to obtain DSA Approval to Commence the Construction Phase Services for the Burroughs High School Modernization Project

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Motion passed to approve entering into an agreement with the Architect of Record as presented. CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

11. BUSINESS ADMINISTRATION

11.1 Approval of Second Interim Report for Fiscal Year 2014-15

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Motion passed to approve the second interim report for fiscal year 2014-15 as presented.  
SCOTT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

President Farris temporarily adjourned the Sierra Sands Unified School District board meeting at 8:24 p.m. and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education meeting was reopened at 8:25 p.m.

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants

12.2 Approval for Recommendation for Expulsion, Expulsion Case #06 1415

Motion passed to adopt entire consent calendar as presented. CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:27 p.m.

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk

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Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: March 12, 2015

TIME OF MEETING: 6:30 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott

STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus.

2. CLOSED SESSION

2.1 Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b): One potential case.

The board voted to reject the claim for case number S-1500-CV-282058 SPC.  
SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

2.2 The board met in closed session with the superintendent to discuss negotiations with all three bargaining units.

No action was taken.

3. ADJOURNMENT

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk

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Ernest M. Bell, Jr., Secretary to the Board

4. PUBLIC HEARING

4.1 Public Hearing for Initial Sunshine Contract Proposal for 2015-16 from the Desert Area Teachers Association to the Board of Education

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BACKGROUND INFORMATION: The Desert Area Teachers Association (DATA) submitted its initial sunshine contract proposal for the 2015-16 school year to the Board of Education at its regular meeting of March 12, 2015.

CURRENT CONSIDERATIONS: A public hearing provides time for comment on this proposal.

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the Initial Sunshine Contract Proposal for 2015-16 from the Desert Area Teachers Association to the Board of Education.

March 12, 2015

**Desert Area Teachers Association (DATA) 2015-2016 Sunshine to Sierra Sands U.S.D.**

DATA is reopening the following articles for 2015-2016:

Article III Salary

DATA has an interest in bargaining salary, including but not limited to, increasing salary, adding steps to the step and column salary structure, adding stipends for those with specialized credentials, increasing the number of work days and therefore pay for specialized bargaining members, and paying teachers their hourly rate when teaching additional programs.

Article IV Differentiated Pay

DATA has an interest in bargaining differentiated pay, including but not limited to, increasing differentiated pay, adding the position of District Lead Nurse, and increasing the pay of those who work in the arts and humanities ( including but not limited to band, choir, newswriting) to the same level and consideration as a varsity coach.

Article V Health and Welfare

DATA has an interest in bargaining health and welfare, including but not limited to, the maintenance of health benefits, an increase in the amount of dental coverage, and the removal of trigger language.

Article VI Work Hours

DATA has an interest in bargaining work hours, including but not limited to, adding an appendix with arrival, lunch, and departure times for each site and district-based bargaining unit members; paying bargaining members their hourly rate for attendance at district trainings, workshops, and programs; paying teachers their hourly rate for substituting during their prep time or personal time; defining terms of specified out-of-class assignments,

Article XI Personnel File

DATA has an interest in bargaining personnel files, including but not limited to, converting all files into electronic form and providing bargaining unit members online access to personnel files.

#### 4. PUBLIC HEARING

##### 4.2 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2015-16 for the Sierra Sands SELPA

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BACKGROUND INFORMATION: Assembly Bill 602 requires Special Education Local Plan Areas (SELPA) 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.

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 2015-16.

### Annual Budget Plan Fiscal Year 2015–16

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.

	Reference/Label	Instructions	Estimated Totals
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)	
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	
C	Special Education services to pupils with: (1) <b>severe disabilities</b> , and (2) <b>low-incidence disabilities</b>	SACS Goal Code 5710	
		SACS Goal Code 5730	
		SACS Goal Code 5750	
D	Special education services to pupils with <b>non-severe disabilities</b>	SACS Goal Code 5770	
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>	
F	Regionalized operations and services, and direct instructional support <b>by 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	
		SACS Goal Code 5060	
G	The use of <b>property taxes</b> allocated to the special education local plan area pursuant to <i>EC</i> Section 2572.	Statement is included in Local Plan	

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

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For California Department of Education Use Only

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Received by the State Superintendent of Public Instruction: Date: \_\_\_\_\_ By: \_\_\_\_\_

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area: 1513

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. ✓				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. ✓				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. ✓				34 CFR sections 300.34 (c)(3), 300.226
240	<b>Service coordination (ages 0–2 only)</b> ✓				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. ✓				34 CFR sections 300.34 (c)(3), 300.226
260	<b>Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)</b> ✓				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.)				34 CFR sections 300.34 (c)(3), 300.226

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
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. ✓				34 <i>CFR</i> 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. ✓				30 <i>California Education Code (EC)</i> 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. ✓				5 <i>California Code of Regulations (CCR)</i> Section 3051; 30 <i>EC</i> 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. ✓				5 <i>CCR</i> Section 3051.1; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> sections 300.34 (c)(15), 300.8 (c)(11)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area:1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	<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.	✓			5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	<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.	✓			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	<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.	✓			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	<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. ✓				5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105
450	<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. ✓				5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	<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.				5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California <i>Business and Professions</i> Code (B&PC) Chapter 5.7 sections 2600–2696; <i>Government Code</i> (GC) Interagency Agreement Chapter 26.5 Section 7575(a)(2)
510	<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.	√		√	5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)
515	<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.	√			34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area: 1513

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. ✓				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.				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. ✓				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. ✓				5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area: 1513

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.				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.				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.	✓			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.	✓			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.	✓			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	<b>Audiovisual 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.			✓	5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area: 1513

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. ✓				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. ✓				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. ✓				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.			✓	5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	<b>Reading services</b>				5 CCR Section 3051.16

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area: 1513

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.	✓			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.			✓	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.			✓	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.	✓			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.	✓			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.	✓			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

California Special Education Management Information System  
Service Descriptions

Special Education Local Plan Area: 1513

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.	✓			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.	✓			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.	✓			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).			✓	30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	<b>Travel training (includes mobility training)</b>	✓			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.	✓			

California Special Education Management Information System

Service Descriptions

Special Education Local Plan Area: 1513

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
<b>900**</b>	<b>Other special education/related services:</b> Any other specialized service required for a student with a disability to receive educational benefit.	✓			
* B&PC –Business and Professional Codes CCR –California Code of Regulations CFR –Code of Federal Regulations EC –Education Code GC –Government Code					
<b>** Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.</b>					

## Customized Service Descriptions

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2015)		Special Education Division				
CASEMIS Code	Special Education Service Category Descriptions Birth-21 Years	Compliance Standard (Legal Requirement)	For CDE Use Only			
			Compliance	Meets Compliance	Findings/Comments	
900	<b>Specially Designed Physical Education-Physical Education that has been adapted to meet the needs of the child with a disability and is provided by the itinerant special education teacher at the school that the child is attending.</b>	Provision of FAPE	Has the Special Education Local Plan Area (SELPA) included:  <ul style="list-style-type: none"> <li>- Name of service?</li> <li>- Description of service?</li> <li>- How service provided?</li> </ul>	Yes	No	

# Customized Service Descriptions

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2015)				Special Education Division	
CASEMIS Code	Special Education Service Category Descriptions Birth-21 Years	Compliance Standard (Legal Requirement)	For CDE Use Only		Findings/ Comments
			Compliance	Meets Compliance Yes No	
900	Home Instruction-Home Instruction was provided to the student as the result of the IEP team's decision that the student needed a more restrictive environment. The instruction was provided by a credentialed Special Education teacher.	Provision of FAPE	Has the Special Education Local Plan Area (SELPA) included:  - Name of service? - Description of service? - How service provided?	Yes No	

## Customized Service Descriptions

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2015)			Special Education Division		
CASEMIS Code	Special Education Service Category Descriptions Birth--21 Years	Compliance Standard (Legal Requirement)	For CDE Use Only		Findings/ Comments
			Compliance	Meets Compliance  Yes      No	
900	<b>Social Skills Group-Service is provided by the Speech Teacher or school counselor for students to provide practice with social language and learning to read other's nonverbal social cues. Service is provided in a small group setting.</b>	Provision of FAPE	Has the Special Education Local Plan Area (SELPA) included:  - Name of service? - Description of service? - How service provided?		

SELPA:1513 Sierra Sands SELPA

LEA:1573742 SIERRA SANDS

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 Sierra Vista Education Center	10	415   450
1531367 Burroughs High	10	330   415   425   435   436   510   515   720   820   830   840   850   855   860   865   890   900
6009294 Pierce Elementary	10	330   415   900
6009310 Murray Middle	10	330   415   435   436   510   515   530   725   730   900
6009328 Richmond Elementary	10	330   340   415   425   435   436   450   510   520   725   730   900
6009609 Inyokern Elementary	10	330   415
6009617 Monroe (James) Middle	10	330   415   435   515   715   840   900
6009625 Las Flores Elementary	10	330   415   450
6009633 Faller Elementary	10	330   415   450
6110712 Gateway Elementary	10	330   415   450   510   515
1530054 Mesquite Continuation High	20	210   510   820   840   890
0119495 Sierra Vista Education Center	24	820

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA

SELPA:1513 Sierra Sands SELPA

LEA:1573742 SIERRA SANDS

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6009617 Monroe (James) Middle	40	330   415   840

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

Local Educational Agency (LEA):

[illegible]

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

SELPA:1513 Sierra Sands SELPA

LEA:1573742 SIERRA SANDS

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 Sierra Vista Education Center	00	415
0119495 Sierra Vista Education Center	10	415   900
6009294 Pierce Elementary	10	415
6009328 Richmond Elementary	10	330   415   450   900
6009609 Inyokern Elementary	10	415   436
6009625 Las Flores Elementary	10	330   415
6009633 Faller Elementary	10	415
6110712 Gateway Elementary	10	330   415
611071A *** Sch Code Not Found *** Gateway Preschool	10	250   330   350   415   450   900

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

## **Annual Service Report Other Facilities**

### **Facility 32: County Jails**

Currently, there are no incarcerated students served at the county jail Facility 32. Should services become necessary during the 2015-16 year, a full array of services would be available through coordination with the Kern County Superintendent of Schools.

Sierra Sands Unified School District  
Seventh Month Enrollment 2014-15

SCHOOL	2014-15 YTD%	2013-14 YTD%	K	1	2	3	4	5	6	7	8	9-12	SDC	2014-15 TOTAL	2013-14 TOTAL	CHANGE
FALLER	96.0%	96.1%	108	70	73	62	67	69						449	442	7
GATEWAY	96.1%	95.1%	57	54	55	66	63	65					26	386	412	-26
INYOKERN	95.5%	95.2%	40	31	26	29	17	24						167	165	2
LAS FLORES	95.5%	95.3%	124	90	81	83	79	79						536	508	28
PIERCE	95.8%	95.7%	54	51	51	57	57	60						330	333	-3
RAND	95.3%	95.6%	1	3	5	0	0	0						9	8	1
RICHMOND ANNEX	92.8%	93.0%											97	97	97	0
RICHMOND	96.5%	96.6%	63	64	68	60	60	67						382	381	1
TOTAL K -5	0.0%	95.6%	447	363	359	357	343	364					123	2356	2346	10
MONROE	94.7%	95.1%							164	146	144		28	482	463	19
MURRAY	95.3%	95.9%							188	183	194		26	591	594	-3
TOTAL 6 -8	0.0%	95.5%							352	329	338		54	1073	1057	16
BURROUGHS	94.9%	95.1%										1277	66	1343	1343	0
MESQUITE	92.7%	96.0%										91		91	106	-15
														0	0	0
														0	0	0
TOTAL 9 - 12												1368	66	1434	1449	-15
14-15 TOTAL	95.4%		447	363	359	357	343	364	352	329	338	1368	243	4863	---	---
13-14 TOTAL		95.4%	402	380	379	349	365	342	334	332	336	1379	244		4852	---
CHANGE		0.00%	45	-17	-20	8	-22	22	18	-3	2	-11	-1	---	---	11

Elementary K - 5

2014-15   2013-14

Regular -

K                      447           402

1 - 3                   1079           1108

4 - 5                   707           717

Special Education -

SDC                   123           119

RSP                   86           91

Middle 6-8

Regular              1019           1002

Special Education -

SDC                   54           55

RSP                   76           76

High School 9 - 12

Regular              1277           1273

Continuation           91           106

ROP                   231           256

Special Education -

SDC                   66           70

RSP                   83           76

Adult

428           518

## Open Houe Schedule 2014 - 2015

<b>Site</b>		<b>Date</b>	<b>Time</b>
Faller	Mon	5/11/15	6:30 p.m.
Gateway	Tues	5/12/15	6:30 p.m.
Inyokern	Wed	5/13/15	6:30 p.m.
Las Flores	Mon	5/18/15	6:30 p.m.
Pierce	Tues	5/19/15	6:30 p.m.
Rand	Wed	5/20/15	6:30 p.m.
Richmond	Thurs	5/14/15	6:30 p.m.
Monroe	Thurs	5/7/15	6:30 p.m.
Murray	Tues	5/5/15	6:30 p.m.

## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Adoption of Textbooks and Instructional Materials for Algebra 1, Geometry, Algebra 2, and ROP Criminal Justice

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BACKGROUND INFORMATION: Pursuant to Education Code 60200 and 60400, the Governing Board is responsible for the adoption of textbooks and other instructional materials as defined in Education Code 60010 for use in district schools. The board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education or have otherwise been determined to be aligned with the California State Academic Content Standards or the Common Core Standards. The board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and administrative regulations.

The board approved the adoption of Go Math, a State Board of Education approved program for grades K-8 in April 2014. At that time, publishers had some materials developed for high school mathematics, Algebra 1, Geometry, and Algebra 2, and staff reviewed all available programs. Publishers indicated that more programs were being developed and would be available for review in 2014-15. After reviewing the available high school materials, staff recommended to the Textbook Selection Committee and the District Instructional Materials Selection Committee that the district wait for additional programs to be developed for review and consideration for adoption in the coming year, 2014-15.

Instructional materials for ROP Criminal Justice are reviewed and selected on an as needed basis. There is no state adoption cycle for this program. The last instructional materials adoption for ROP Criminal Justice was 2005.

CURRENT CONSIDERATIONS: Beginning this school year, additional instructional materials became available for review for Algebra 1, Geometry, and Algebra 2. These instructional materials, along with instructional materials for ROP Criminal Justice, were reviewed by staff, parents, and community using the process outlined in Board Policy and Administrative Regulations 6161.1, Selection and Evaluation of Instructional Materials. The mathematics program being recommended to the board for adoption is California AGA (Algebra 1, Geometry, Algebra 2) by Houghton, Mifflin, Harcourt. This program is the high school version of the adopted Go Math program for grades K-8. The program selected for ROP Criminal Justice is Criminal Justice in America by Cengage Learning. The district's ROP Criminal Justice course is articulated with the Criminal Justice courses at Cerro Coso Community College (CCCC) and the instructional materials review process included the participation and evaluation of the CCCC Criminal Justice instructor.

A complete list of all recommended texts and materials is included in your packets. A press release dated March 2, 2015 informed the public that all texts and materials being considered for adoption by the Board of Education are available for review in the Textbook Depository located at the Sierra Vista Education Center.

FINANCIAL IMPLICATIONS: The anticipated cost of secondary mathematics instructional materials for grades 9-12 is approximately \$275,429.01. The anticipated cost of ROP Criminal Justice is approximately \$7,154.53. Common Core Implementation Funds and Lottery will be used for these purchases.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt the selected secondary mathematics and ROP Criminal Justice textbooks and instructional materials as presented.

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

**DISTRICT WIDE INSTRUCTIONAL MATERIALS ADVISORY COMMITTEE RECOMMENDATIONS FOR 2015-16**

<u>COURSE NAME(S)</u>	<u>GRADES(S)</u>	<u>TITLE</u>	<u>PUBLISHER</u>	<u>©</u>
<b><u>HIGH SCHOOL</u></b>				
MATHEMATICS DEPT				
Algebra 1	9-12	California AGA	Houghton Mifflin	2015
Geometry	9-12	California AGA	Houghton Mifflin	2015
Algebra 2	9-12	California AGA	Houghton Mifflin	2015
<b><u>HIGH SCHOOL</u></b>				
ROP				
Criminal Justice	9-12	Criminal Justice in America	Cengage Learning	2016

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.1 Approval of Revisions to Board Policy/Administrative Regulations 1312.3, Uniform Complaint Procedures: Community Relations

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**BACKGROUND INFORMATION:** The Assistant Superintendent of Human Resources reviews selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations. BP/AR 1312.3, Uniform Complaint Procedures was last updated November 2014.

**CURRENT CONSIDERATIONS:** 5 CCR 4621 mandates districts to adopt policies and procedures that are compliant with the state's uniform complaint procedures as specified in 5 CCR 4600-4687. During the Federal Program Monitoring (FPM) process, the California Department of Education (CDE) staff reviewed the district's Uniform Complaint Policy, Administrative Regulation, and annual notification. During this review, CDE staff checked to ensure that the district's policy contains updates that include, among others, policies and procedures implementing the use of the UCP to resolve complaints alleging noncompliance with requirements related to the Local Control and Accountability Plan (LCAP). Upon review, the audit staff pointed out our recent adopted update did not include specific state-mandated language for required procedures. We determined the CSBA update that prompted our November 2014 revisions did not contain the necessary California Department of Education's required updates. The newly enclosed UCP BP/AR update includes the necessary changes to be in compliance.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** Approve revisions to BP/AR 1312.3 as presented. Please note that the revised administrative regulations are presented for informational purposes only.

## Uniform Complaint Procedures

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt a uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

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

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)  
(cf. 3555 - Nutrition Program Compliance)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)  
(cf. 5148 - Child Care and Development)  
(cf. 6159 - Individualized Education Program)  
(cf. 6171 - Title I Programs)  
(cf. 6174 - Education for English Language Learners)  
(cf. 6175 - Migrant Education Program)  
(cf. 6178 - Career Technical Education)  
(cf. 6178.1 - Work-Based Learning)  
(cf. 6178.2 - Regional Occupational Center/Program)  
(cf. 6200 - Adult Education)

2. Any complaint alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, ~~in district programs and activities~~ against any person based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610) ***In any program or activity conducted by the LEA, which is funded directly by, or that receives or benefits from any state financial assistance. (GC§11135, EC§200, 220, 234.1, 5 CCR 4610, PC§422.56)***

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

**Uniform Complaint Procedures**

(cf. 4031 - Complaints Concerning Discrimination in Employment)  
(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging *harassment, intimidation and/or* bullying in district programs and activities, regardless of whether the bullying is based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics

(cf. 5131.2 - Bullying)

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

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

5. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

7. Any other complaint as specified in a district policy

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

In filing and investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation, unlawful

## Uniform Complaint Procedures

discrimination, *harassment, intimidation and/or* bullying, the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained. *Complainants are protected from retaliation and the identity of the complainant alleging discrimination, harassment, intimidation or bullying will remain confidential as appropriate. (EC§234.1, 5 CCR 4621)*

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

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

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

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

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

## Non-UCP Complaints

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

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

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

**Uniform Complaint Procedures**

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

4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

**Legal Reference:**

**EDUCATION CODE**

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

**GOVERNMENT CODE**

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

**Uniform Complaint Procedures**

**PENAL CODE**

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

**CODE OF REGULATIONS, TITLE 5**

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

**UNITED STATES CODE, TITLE 20**

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

**UNITED STATES CODE, TITLE 29**

794 Section 504 of Rehabilitation Act of 1973

**UNITED STATES CODE, TITLE 42**

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

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

**CODE OF FEDERAL REGULATIONS, TITLE 28**

35.107 Nondiscrimination on basis of disability; complaints

**CODE OF FEDERAL REGULATIONS, TITLE 34**

99.1-99.67 Family Educational Rights and Privacy

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

**Management Resources:**

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

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Community Relations

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other

## Community Relations

BP 1312.3 (f)

### Uniform Complaint Procedures

Students, or Third Parties, January 2001

#### WEB SITES

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

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

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

Policy

SIERRA SANDS UNIFIED SCHOOL DISTRICT

adopted: ~~November 20, 2014~~ ***April 16, 2015***

Ridgecrest, California

**Uniform Complaint Procedures**

Except as the Governing Board may otherwise specifically provide in other Board policies, the general uniform complaint procedures (UCP) shall be used only to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.2 - Complaints Concerning Instructional Materials)  
(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 4031 - Complaints Concerning Discrimination in Employment)

**Compliance Officers**

The Governing Board designates the following compliance officer identified below as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual also serve as the compliance officer specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination, ***harassment, intimidation and/or bullying***. The individual shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 - Sexual Harassment)

Assistant Superintendent of Human Resources  
Sierra Sands Unified School District  
113 W. Felspar Avenue  
Ridgecrest, CA 93555  
(760) 499-1620

The compliance officer who receives a complaint may assign another compliance officer to investigate the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is designated to investigate the complaint.

In no instance shall a compliance officer be designated to investigate a complaint if he/she is mentioned in the complaint or has a conflict of interest that would prohibit him/her from fairly investigating the complaint. Any complaint filed against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs which they are assigned to investigate. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating complaints, including

**Uniform Complaint Procedures**

those involving alleged discrimination, *harassment, intimidation and/or bullying and* applicable standards for reaching decisions on complaints, and appropriate corrective measures. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the results of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more of the interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013, 52075;5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

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

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

**Uniform Complaint Procedures**

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination ***harassment, intimidation and/or bullying*** laws, if applicable.
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination, ***harassment, intimidation and/or bullying***.
4. Include statements that:
  - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
  - c. A complaint alleging retaliation, unlawful discrimination, ***harassment, intimidation and/or bullying*** must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, ***harassment, intimidation and/or bullying***. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
  - d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
  - e. The Board is required to adopt and annually update a local control and accountability plan (LCAP), in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.  
  
(cf. 0460 - Local Control and Accountability Plan)
  - f. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 days of receiving the district's decision.

**Uniform Complaint Procedures**

- g. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- h. Copies of the district's UCP are available free of charge.

**District Responsibilities**

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

Compliance officers shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in allegations shall be notified when a complaint is filed, and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation, unlawful discrimination, **harassment, intimidation and/or** bullying confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

**Filing of Complaint**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in accordance with the following:

1. A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. (Education Code 49013, 52075)
3. ***A pupil fee complaint shall be filed no later than one year from the date the alleged violation occurred. (5 CCR 4630 (c)(2))***

**Uniform Complaint Procedures**

3.4. A complaint alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, ***harassment, intimidation and/or bullying*** or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, ***harassment, intimidation and/or bullying*** occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, ***harassment, intimidation and/or bullying***. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4.5. When a complaint alleging unlawful discrimination ***harassment, intimidation and/or bullying*** is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

5.6. When the complainant or alleged victim of unlawful discrimination, ***harassment, intimidation and/or bullying*** requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

6.7. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

**Mediation**

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of asexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a alleging retaliation, unlawful discrimination, ***harassment, intimidation and/or bullying***, the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

### Uniform Complaint Procedures

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

#### Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation, shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To resolve a complaint alleging retaliation, unlawful discrimination, **harassment, intimidation, and/or** bullying, the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation of his/her engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a

**Uniform Complaint Procedures**

remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

**Report of Findings**

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the district's initially receiving the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

**Final Written Decision**

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the decision or affected by the complaint, as long as the privacy of the parties is protected.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In other all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

**Uniform Complaint Procedures**

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination, including discriminatory harassment, intimidation, or bullying, the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination, *harassment, intimidation and/or bullying* has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to

**Uniform Complaint Procedures**

Community Relations address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, the notice may, as required by law, include:

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
  - b. Individual remedies offered or provided to the subject of the complaint
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence.
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, and bullying, based on state law, the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination, ***harassment, intimidation and/or bullying*** complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination, ***harassment, intimidation and/or bullying*** based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination, ***harassment, intimidation and/or bullying***.

**Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district

**Uniform Complaint Procedures**

policies, training for faculty, staff, and students, updates to school policies, or school climate surveys.

For complaints involving retaliation, unlawful discrimination, *harassment, intimidation and/or bullying*, appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation, unlawful discrimination, *harassment, intimidation and/or bullying*, appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

Uniform Complaint Procedures

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, including discriminatory harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, such remedies, where applicable, shall include *good faith and* reasonable efforts to ~~ensure~~ *identify and fully* reimbursement to affected students and parents/guardians *all pupils, parents, and guardians who paid a pupil fee within one year prior to the filing of the complaint.* (Education Code 49013; 5 CCR 4600(u))

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complain
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file, including but not limited to, all notes, interviews, and

## Community Relations

AR 1312.3 (I)

### Uniform Complaint Procedures

documents submitted by the parties and gathered by the investigator

5. A report of any action taken to resolve the complaint
6. A copy of the district's complaint procedures
7. Other relevant information requested by the CDE

Regulation

approved: ~~November 20, 2014~~ ***April 16, 2015***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

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\*\*\*

Allison Hays\*\*\*  
4<sup>th</sup> Grade – Richmond  
Effective 5-29-15

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 14-15 year:

Susan Leatham  
Sharlene Turner

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Joyce Booth  
Food Service Assistant I – Mesquite  
Effective 3-27-15

Tandy Janson\*\*\*  
8 hr. Clerk – Transportation  
Retirement Date of 6-30-15 Rescinded 4-16-15

Susan Sanders  
3 hr. Transportation Monitor – Transportation  
And  
2 hr. Noon Duty Supervisor – James Monroe  
Effective 3-24-15

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Student Food Service Workers for the 2014-2015 School Year

Student Workability Workers for the 2014-2015 School Year

Classified Substitutes for the 2014-2015 School Year:

Mark Burwell  
Judith Centeno  
Jennifer Kriedel  
Artemio Milagrosa  
Rebecca Morphis  
Maria Shaffer  
Christi Shermer

8.24 CHANGE OF STATUS

Tina Jones  
Added: 2 ¼ hr. Transportation Monitor – Transportation  
Effective 3-16-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Christina Miller

From: 5 ½ hr. Paraprofessional – James Monroe

To: 5 ½ hr. Paraprofessional – Murray

Effective 3-16-15

Nancy Saenz

From: 3.5 hr. Food Service Assistant II – Vieweg

And: 2 hr. Food Service Assistant I - Vieweg

And: 1 hr. Food Service Assistant I - Mesquite

To: 4 hr. Food Service Assistant II - Las Flores

And: 3 hr. Food Service Assistant I - Las Flores

Effective 3-23-15

Susan Sanders

Added: 3 hr. Transportation Monitor – Transportation

Effective 2-27-15

Connie Williams

From: 6 hr. Library Specialist – Richmond

To: 8 hr. School Office Manager – Richmond Annex

Effective 7-1-15

## 8. PERSONNEL ADMINISTRATION

### 8.3 Adoption of Resolution #21 1415, Reduction of Classified Service

---

**BACKGROUND INFORMATION:** The transportation routes and needs continuously change due to the number of students and their needs, and the paraprofessional position was only intended to be short term to work with a specific student.

**CURRENT CONSIDERATIONS:** The proposed elimination and reductions is a result of efficient scheduling of bus routes, reducing the number of hours transportation monitors are needed.

California Education Code sections 45101, 45114, 45117, and 45308 authorize a school district to layoff classified employees due to a lack of work and/or lack of funds upon sixty (60) days prior notice. Resolution #21 1415 calling for reduction of classified services for the 2015-16 school year is presented for adoption due to lack of work. The reduction will become effective June 22, 2015.

**FINANCIAL IMPLICATIONS:** The district estimates that it may be able to save as much as \$11,838 with the reductions and elimination of the positions identified in Resolution #21 1415.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the Board of Education adopt Resolution #21 1415 reducing classified service as presented.

BEFORE THE BOARD OF EDUCATION  
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #21 1415  
Reduction of Classified Service

WHEREAS, Education Code sections 45101, 45114, 45117 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to lack of work, certain classified services now being provided by the district must be reduced or eliminated effective June 22 ,2015;

NOW, THEREFORE, BE IT RESOLVED that as of the 16<sup>th</sup> day of April, 2015, the following positions be reduced or eliminated:

Transportation Monitor	One 1.25-hour, reduced to 1 hour (Transportation)
	One 1.25-hour, reduced to .75 hour (Transportation)
	One 2-hour, reduced to 1.5 hours (Transportation)
Paraprofessional	One 2-hour, Paraprofessional (SELPA)

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to give notice of reduction and termination of employment to the affected employees of this district pursuant to district rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at the regularly called meeting of the governing board of the Sierra Sands Unified School District on the 16th of April, 2015 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

---

Ernest M. Bell, Jr.,  
Secretary to the Board of Education

8. PERSONNEL ADMINISTRATION

8.4 Adoption of Resolution #22 1415, Teacher Appreciation Week and Day of the Teacher

BACKGROUND INFORMATION: Each May certificated employees throughout California are recognized for their service to students and the educational community.

CURRENT CONSIDERATIONS: Resolution #22 1415 declares the week of May 4-8, 2015, as Teacher Appreciation Week in Sierra Sands Unified School District. The resolution also designates May 5, 2015, as National Teacher Day and May 13, 2015, as California Day of the Teacher. Adoption of this resolution designates a time when administrators, staff, parents, students, and the community have an opportunity to recognize and salute district teachers and their many contributions to our students' success. A copy of Resolution #22 1415 will be displayed at all district schools and sites.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Adopt Resolution #22 1415 as presented and approve May 4-8, 2015, as Teacher Appreciation Week as well as May 5, 2015 as National Teacher Day and May 13, 2015 as California Day of the Teacher in Sierra Sands Unified School District.

BEFORE THE BOARD OF EDUCATION OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
County of Kern, State of California

IN THE MATTER REGARDING       )  
TEACHER APPRECIATION WEEK   )

RESOLUTION #22 1415

WHEREAS, the contributions of teachers have been crucial in the lives of America's youth; and

WHEREAS, the economic, political and cultural well-being of this nation has been enriched through public education and its teachers; and

WHEREAS, the significance of the teacher in the lives of students is growing as a consequence of educational reform and the change in the impact of other institutions in society; and

WHEREAS, the Board of Education and citizens of the Sierra Sands Unified School District are gratified by the overall academic performance of our students, who have been so well prepared by our teachers;

NOW, THEREFORE, BE IT RESOLVED that the Sierra Sands Unified School District salutes its teachers and declares May 4-8, 2015 TEACHER APPRECIATION WEEK , May 13, 2015 as CALIFORNIA DAY OF THE TEACHER and May 5, 2015 NATIONAL TEACHER DAY;

AND BE IT FURTHER RESOLVED that the Board of Education of the Sierra Sands Unified School District urges students and community members to take measures to give special meaning to this significant celebration.

\* \* \* \* \*

I, MICHAEL SCOTT, CLERK OF THE GOVERNING BOARD, certify that the above resolution, proposed by \_\_\_\_\_ and seconded by \_\_\_\_\_, was duly passed and adopted by the Governing Board of the Sierra Sands Unified School District of Kern County, California, at an official and public meeting thereof held on April 16, 2015.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

DATED: \_\_\_\_\_

GOVERNING BOARD OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

TITLE:   Vice President/Clerk of the Board

8. PERSONNEL ADMINISTRATION

8.5 Adoption of Resolution #23 1415, Classified School Employee Week May 18-22, 2015

BACKGROUND INFORMATION: Every May classified employees throughout California are recognized for their service to students and the educational community.

CURRENT CONSIDERATIONS: Resolution #23 1415 declares the week of May 18-22, 2015, as Classified School Employee Week in Sierra Sands Unified School District. Adoption of this resolution provides an opportunity for administrators, staff, parents, students, and the community to recognize the many accomplishments and contributions of our classified staff. A copy of Resolution #23 1415 will be displayed at all district schools and sites.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Adopt Resolution #23 1415 as presented and approve May 18-22, 2015 as Classified School Employee Week in Sierra Sands Unified School District.

BEFORE THE BOARD OF EDUCATION OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
County of Kern, State of California

IN THE MATTER REGARDING    )  
CLASSIFIED EMPLOYEE WEEK )

RESOLUTION #23 1415

WHEREAS, Education Code 45460 encourages recognition of the valuable contributions classified employees make to the programs and students in the Sierra Sands Unified School District; and

WHEREAS, classified employees participate in countless activities that contribute to and support a positive instructional environment; and

WHEREAS, classified employees are an integral part of the educational team which provides beneficial learning experiences for the students in the Sierra Sands Unified School District; and

WHEREAS, classified employees serve a vital role in providing for the welfare and safety of Sierra Sands Unified School District's students; and

WHEREAS classified employees have continuously maintained an exceptional level of service to the entire educational community;

NOW, THEREFORE, BE IT RESOLVED that the Sierra Sands Unified School District Board of Education hereby recognizes classified employees for the many services they perform and declares the week of May 18-22, 2015 as the CLASSIFIED SCHOOL EMPLOYEE WEEK in the Sierra Sands Unified School District.

\* \* \* \* \*

I, MICHAEL SCOTT, CLERK OF THE GOVERNING BOARD, certify that the above resolution, proposed by \_\_\_\_\_ and seconded by \_\_\_\_\_, was duly passed and adopted by the Governing Board of the Sierra Sands Unified School District of Kern County, California, at an official and public meeting thereof held on April 16, 2015.

AYES: \_\_\_\_ NOES: \_\_\_\_ ABSTENTIONS: \_\_\_\_ ABSENT: \_\_\_\_

DATED: \_\_\_\_\_ GOVERNING BOARD OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

TITLE: Vice President/Clerk of the Board

8. PERSONNEL ADMINISTRATION

8.6 Adoption of Board Resolution #24 1415 – Certificated Layoff

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BACKGROUND INFORMATION: On March 12, 2015, the Governing Board approved Resolution #19 1415, reducing certificated staff by 2.66 full-time equivalent.

CURRENT CONSIDERATIONS: On March 13, 2015, the district issued initial layoff notices to two certificated employees, Patricia Calkins and Laura Olinger. The employees were notified that they were entitled to participate in a hearing to determine whether cause exists for their release at the conclusion of the 2014-2015 school year. On March 31, 2015, the district rescinded the initial layoff notice issued to Ms. Olinger and no further action is required by the board regarding Ms. Olinger. Ms. Calkins did not request a hearing.

FINANCIAL IMPLICATIONS: The district can project an approximate cost savings of \$66,976 with the reduction of this position.

SUPERINTENDENT’S RECOMMENDATION: Adopt Resolution #24 1415 authorizing the layoff of Ms. Calkins and direct the superintendent to issue a final layoff notice to her.

BEFORE THE GOVERNING BOARD OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT

Resolution to Not Reemploy Certificated Employees  
Resolution #24 1415

WHEREAS, the Governing Board of the Sierra Sands Unified School District adopted Board Resolution #19 1415 on March 12, 2015 authorizing and directing the Superintendent, or Superintendent's designee, to initiate and pursue procedures necessary to not reemploy the equivalent of 2.66 full-time certificated employees of this District pursuant to Education Code sections 44949 and 44955 because of a reduction and discontinuance of particular kinds of services; and

THE BOARD HEREBY FINDS that Patricia Calkins did not request a hearing, that therefore, sufficient cause for not reemploying this certificated employees and that not reemploying said employee relates to the welfare of the schools of the Sierra Sands Unified School District and the pupils thereof;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the District Superintendent of Sierra Sands Unified School District, or Superintendent's designee, is authorized and directed to notify Patricia Calkins, pursuant to sections 44949 and 44955 of the Education Code, that her services will not be required by this District for the ensuing 2015-2016 school year as designated in Board Resolution #19 1415. Said Notice shall be given by serving upon the certificated employee a true copy of this Resolution.

BE IT FURTHER RESOLVED AND ORDERED that the District Superintendent or Superintendent's designee, is authorized and directed to take any other actions necessary to effectuate the intent of this resolution and to finalize the certificated layoffs.

Duly and regularly adopted this 16<sup>th</sup> day of April, 2015, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

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Ernest M. Bell, Jr., Secretary to the Board

8. PERSONNEL ADMINISTRATION

8.7 Presentation of Initial Sunshine Contract Proposal for 2015-16 from the Board of  
Education to the Desert Area Teachers Association

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BACKGROUND INFORMATION: The Board of Education would like to submit their sunshine proposal to the Desert Area Teachers Association for the 2015-16 school year.

CURRENT CONSIDERATIONS: The Board of Education will submit its initial sunshine contract proposal for 2015-16 to the Desert Area Teachers Association (DATA) at the meeting.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board present the initial sunshine contract proposal for 2015-16 to the Desert Area Teachers Association and set the next regular meeting date as the date for the public hearing on the proposal.

8. PERSONNEL ADMINISTRATION

8.8 Presentation of Initial Sunshine Contract Proposal for 2015-16 from Chapter 188  
of the California School Employees to the Board of Education

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BACKGROUND INFORMATION: Chapter 188 of the California School Employees (CSEA) will submit their sunshine proposal to the Board of Education for the 2015-16 school year.

CURRENT CONSIDERATIONS: Chapter 188 of the California School Employees (CSEA) will submit their sunshine proposal to the Board of Education for the 2015-16 school year.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board receive the initial sunshine contract proposal from Chapter 188 of the California School Employees and set the next regular meeting date as the date for the public hearing on the proposal.

## 9. GENERAL ADMINISTRATION

### 9.1 Gifts to District

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CURRENT CONSIDERATIONS: The following donations have been received: Ridgecrest Presbyterian Church donated a rolling clothing cart with an estimated cash value of \$10.00 to Mesquite High School for use in their school prom closet, Mr. Hugh Edwards donated costumes with an estimated cash value of \$496.00 to the Burroughs High School Drama Department, Mr. James Gunnell donated two computers and 2 keyboards with an total estimated cash value of \$100.00 to Mrs. Browne's classroom at Richmond Elementary School, Ms. Ellen Knehans donated miscellaneous school supplies with an estimated cash value of \$349.66 to the student store at Richmond Elementary School, and Sydney Peak Stone, Inc. donated landscape boulders with a cash value of \$4,500.00 to Burroughs High School.

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 letters of appreciation.

## 9. GENERAL ADMINISTRATION

- 9.2 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
- 

**BACKGROUND INFORMATION:** California Education Code 35186 specifies that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

This procedure is intended to address all of the following:

(1) A complaint related to instructional materials as follows:

(A) A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional material to use in class.

(B) A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.

(C) Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

(2) A complaint related to teacher vacancy or misassignment as follows:

(A) A semester begins and a certificated teacher is not assigned to teach the class.

(B) A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class. This subparagraph does not relieve a school district from complying with state or federal law regarding teachers of English learners.

(C) A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

(3) A complaint related to the condition of facilities that pose an emergency or urgent threat to the health or safety of pupils or staff as defined in paragraph (1) of subdivision (c) of Section 17592.72 and any other emergency conditions the school district determines appropriate.

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between January 1, 2015 and March 31, 2015 in any of the designated areas.

FINANCIAL CONSIDERATION: None.

SUPERINTENDENT'S RECOMMENDATION: This report is for informational purposes only. A copy of this report will be forwarded to the Kern County Superintendent of Schools as required by state law.

# Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Sierra Sands Unified School District

Person completing this form: Dave Ostash Title: Assistant Superintendent of Human Resources

Quarterly Report Submission Date: ☒ April 1, 2015 (for period Jan 1 - Mar 31)  
 (check one) ☐ July 1, 2014 (for period Apr 1 - Jun 30)  
☐ Oct 1, 2014 (for period Jul 1 – Sep 30)  
☐ Jan 1, 2015 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: April 16, 2015

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Mis-assignment	0	0	0
Facilities Conditions	0	0	0
<b>TOTALS</b>	0	0	0

Ernest M. Bell, Jr.

Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

## 9. GENERAL ADMINISTRATION

### 9.3 Adoption of the Board Meeting Calendar for the 2015-16 School Year

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**BACKGROUND INFORMATION:** Board Bylaw 9320 states that regular meetings of the board be held on the first and third Thursday of each month or as designated on the board meeting calendar. During the 2010-11 school year, the board designated the third Thursday of every month as the regular meeting of the Board of Education with special meetings of the board scheduled as needed. In an effort to align with requirements to submit approved fiscal reports to the Kern County Superintendent of Schools for review on or before the 15<sup>th</sup> day of September, December, and March, meeting dates during those months have been designated as the second Thursday of the month. The meetings are also designated by board bylaw to be held at 7:00 p.m. in the Ridgecrest City Council Chambers.

**CURRENT CONSIDERATIONS:** It is recommended that regular board meetings for the 2015-16 year be conducted on the following dates:

July 16, 2015	August 20, 2015
September 10, 2015	October 15, 2015
November 19, 2015	December 10, 2015
January 21, 2016	February 18, 2016
March 10, 2016	April 21, 2016
May 19, 2016	June 16, 2016

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** Adopt the board meeting calendar for the 2015-16 school year as presented.

9. GENERAL ADMINISTRATION

9.4 Appointment of Student Member to the Board of Education for the Remainder of the  
2014-15 School Year Spring Semester

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BACKGROUND INFORMATION: In accordance with board policy, candidates have been solicited to serve as student members of the Board of Education for the 2014-15 school year. Student Madeline Portillo is being presented tonight for recommendation for the remainder of the spring semester.

CURRENT CONSIDERATIONS: Madeline Portillo is a junior at Mesquite High School. Better known as “Maddy”, she has earned an impressive 61 credits since transferring to Mesquite last spring, made the honor roll, and earned a perfect attendance award. Maddy is a determined young lady who has become one of the most positive leaders on the Mesquite High School campus.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the Board of Education appoint Madeline Portillo as student member to the board for the remainder of the 2014-15 school year spring semester.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

---

BACKGROUND INFORMATION: The purpose of this item is to keep the board, administration, and especially the community informed as to the progress of the district's construction efforts.

CURRENT CONSIDERATIONS: Design, documentation activity, and planning continue at several sites. Mr. Steve Hubbard, Project Manager with Maas Co., will update the board and community on these activities.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This item is presented for informational purposes and no action is required.



# Capital Projects Report

*to the*

**Board of Trustees** of the

Sierra Sands Unified School District

April 16, 2015

# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT

· Address	500 E. French Ave. Ridgecrest, CA 93555
· Project Manager	Maas Steve Hubbard
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	ProWest PCM



### Fast Facts

Complete renovation of the permanent instructional spaces throughout the campus along with the addition of a new Administration Building at the front of the campus and a new Concessions/Restroom Building adjacent to the existing stadium. Work will include replacement of all existing HVAC systems, site paving improvements, a new and enlarged student parking lot, and modern audio visual and technology infrastructure.

- Total Project Budget ..... \$31,909,274
- Project Square Footage (GSF) ..... 178,202 SF
- Funding Source ..... 80% DOD, 20% District Funds
- Construction Start ..... Sept 2015 (Previously August 2014; quality control delay)
- Targeted Completion ..... 06/30/17 (Originally 12/31/15; Grant Agreement Amended)

### Sustainable Features

Meets requirements of the National Environmental Policy Act

# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT DSA REVIEW AND APPROVAL

### Fast Financial Facts

- Total Project Budget .....\$31,909,274
- Construction Budget ..... \$22,410,282
- Expenditures To Date..... \$ 5,547,222.
- Percent Complete of Project Cost ..... 17%
- Percent Complete of Construction ..... 0%

### Project Update

- Peer review for quality control of prior contract documents complete; field survey of existing condition complete.
- Final DSA back-check revisions as well as quality control revisions continue in process; target date for resubmission to DSA is May 15, 2015.
- Project remains over budget; cost saving measures presented by Architect/Engineering team; revisions scheduled.
- Target schedule revised to indicate commencement of Construction in September 2015 in order to execute revisions to documents to execute quality control corrections of prior architect's documents.
- Redesign of Student Parking Lot and Admin Building in process to bring project into budget.
- CDE final application remains pending final approval of construction documents by DSA .

# BURROUGHS HIGH SCHOOL

## SCHEDULE: 12 MONTH

•DSA Back-check Submittal	05-04-15* (Prior 11-04-14)
•DSA Plan Check Duration –8 weeks	07-06-15
•Bid Advertisements (twice)	07-06-15 and 07-13-15
•Bidding Period	07-06-15 thru 08-06-15
•Bid Notices of Intent	08-07-15
•Board Approval of Awards (Special)	08-10-15
•Notices to Proceed	08-11-15
•Submittal Review	08-11-15 thru 08-28-15
•Construction Start (Mobilization)	09-12-15**(Prior 8-12-15)

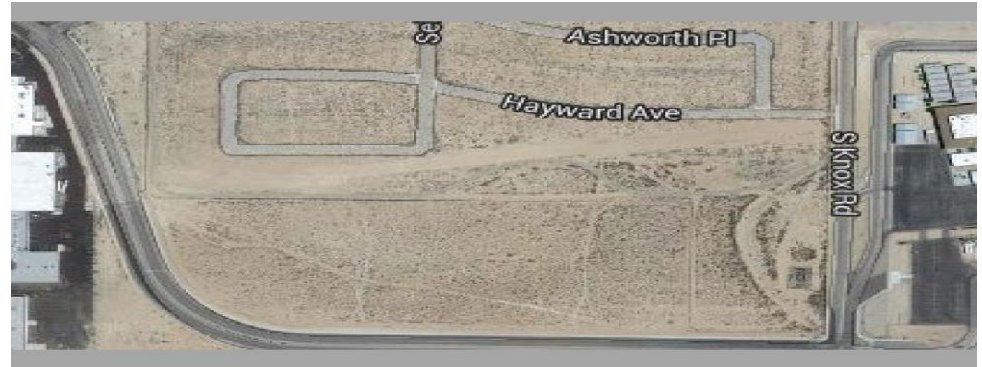
\* Delay due to extent of errors and omissions in prior architect's construction documents

\*\*Increased Construction Mobilization period due to complexity related to sequencing of work during regular school session.

# MURRAY MIDDLE SCHOOL

## PROJECT STATUS REPORT CONSTRUCTION DOCUMENTS PHASE

• Address	200 E. Drummond Ave. Ridgecrest, CA 93555
• Project Manager	Maas Steve Hubbard
• Architect	IBI Group Bakersfield, CA
• Construction Manager	ProWest PCM



### Fast Facts

New construction of a complete middle school campus to house the students from the existing Murray Middle School including Classroom Buildings, Music and Art Building, Library, Gymnasium, Multi-purpose Room and Administration Building, along with playing fields and a central campus courtyard.

- Total Project Budget ..... \$39,542,838
- Project Square Footage (GSF) ..... 65,425 SF (originally 93,000 SF)
- Funding Source ..... 80% DOD, 20% District Funds
- Construction Start ..... September 2015 (originally December 2014)
- Targeted Completion ..... 9/30/2017 (originally 9/30/16)

### Sustainable Features

- Meets requirements of the National Environmental Policy Act

# MURRAY MIDDLE SCHOOL

## PROJECT STATUS REPORT CONSTRUCTION DOCUMENTS PHASE

### Fast Financial Facts

- Total Project Budget .....\$39,542,838
- Construction Budget ..... \$24,510,544
- Expenditures To Date. .... \$ 7,017,343
- Percent Complete of Project Cost ..... 18%
- Percent Complete of Construction ..... 0%

### Project Update

- DSA submittal complete; plan review comments anticipated on or about May 8, 2015; final approval anticipated to be 7-7-15.
- Plan revisions to reduce the cost of roadway changes and campus drive paving approved and in process.
- CEQA consultant preparing Remediation Action Workplan (RAW) for submission DTSC.
- Relocation of the Base boundary fence complete and approved by the Navy.
- Review by multiple regulatory agencies in process including Division of the State Architect, Department of Toxic Substance Control, Naval Facilities Engineering Command, and Kern County Fire Department.

# MURRAY MIDDLE SCHOOL

## SCHEDULE: 12 MONTH

•DSA Submittal	03-10-15
•DSA Plan Check Duration – 12 weeks	07-07-15
•Bid Advertisements (twice)	07-07-15 and 07-14-15
•Bidding Period	07-07-15 thru 08-06-15
•Bid Notice of Intent	08-10-15
•Board Approval of Awards	08-20-15
•Notices to Proceed	08-21-15
•Site Soil Remediation and Approval	08-24-15 thru 10-23-15
• Site Construction Start	11-15-15
•Commence design of modular units	09-01-15
•DSA completion of review of modular unit design	03-23-16
•Commence construction of modular units	03-24-16

# HVAC REMEDIATION

## PROJECT STATUS REPORT CONSTRUCTION DOCUMENTS

· Address	Various
· Project Manager	Maas Steve Hubbard
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	TBD



### Fast Facts

Remediation of prior substandard construction and installation of HVAC units. Work at school sites that have not yet benefitted from Modernization projects includes structural, mechanical and electrical retrofitting of existing HVAC units to properly respond to existing conditions and to correct prior substandard work. Due to budget constraints, work now includes Monroe Middle School, Mesquite Continuation School, and Burroughs High School.

- Total Project Budget . . . . . \$7,024,500
- Project Square Footage (GSF) . . . . . Varies
- Funding Source . . . . . Facilities Hardship /Siemens
- Construction Start . . . . . July 2015 (prior June 2015)\*
- Targeted Completion . . . . . December 2015 (prior August 2015)\*
- \* DSA Plan check submission delayed due to additional information received regarding equipment necessity minor design revision.

- Meets requirements of the National Environmental Policy Act



# HVAC REMEDIATION

## PROJECT STATUS REPORT CONSTRUCTION DOCUMENTS

### Fast Financial Facts

- Total Project Budget .....\$7,024,500
- Construction Budget ..... \$4,917,150
- Expenditures To Date. .... \$ 796,580
- Percent Complete of Project Cost ..... 11%
- Percent Complete of Construction ..... 0%

### Project Update

- DSA requirement for correction of all prior BHS Open A# work as part of Modernization revisions in process by Architectural team.
- Mesquite DSA Plan Check in process
- PAC HVAC Remediation DSA Plan Check in process
- Applications for State Facilities Hardship funds remain in process; CDE consultant submitted Monroe Application; Mesquite and Burroughs PAC pending DSA approval of documents.

# HVAC REMEDIATION

## SCHEDULE:

•DSA Submittal, Phased Intake	08-03-14 thru 03-17-15
•DSA Plan Check Duration – 12 weeks each Phase (as each phase design is completed)	08-03-14 thru 06-03-15
•Bid Advertisements (twice)	06-08-15 and 06-15-15
•Bidding Period	06-08-15 thru 07-08-15
•Bid Notices of Intent	07-14-15
•Board Approval of Awards, first phases	07-23-15
•Notices to Proceed, first phases	07-24-15
•Construction Start, first phases	08-04-15

## 11. BUSINESS ADMINISTRATION

### 11.1 Authorization to Renew the License Agreement with Ridgecrest Regional Hospital for Joint Use of Underutilized District Property Adjacent to Mesquite High School

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BACKGROUND INFORMATION: In March of 2005, the Governing Board of Sierra Sands Unified School District authorized the district to enter into a license agreement between the district and Ridgecrest Regional Hospital (RRH). The agreement allows Ridgecrest Regional Hospital to occupy underutilized property located between Ridgecrest Regional Hospital and Mesquite Continuation High School. The term of the original agreement was five years and was renewed for an additional period of 5 years, which expired March 31, 2015. Payment for use of the property is part of the agreement.

CURRENT CONSIDERATIONS: Ridgecrest Regional Hospital's need for use of the district's space for employee parking overflow at Mesquite continues. Ridgecrest Regional Hospital therefore has requested that the term of the agreement be extended for an additional five (5) years. RRH also proposed to increase the monthly license fee from \$1,000.00 to \$1,250.00 per month. Continuing with the terms of the original agreement upon expiration or termination of this agreement at the district's request, Ridgecrest Regional Hospital shall remove all improvements or alternations it has made. The property shall be restored to its original condition. The proposed contract renewal is made with consideration to the community service orientation of both entities and is made in the spirit of cooperation. Currently and for the short to mid-term, since Sierra Sands Unified School District has no plans to utilize this property in any way other than the way it is proposed per this agreement, conclusion of this agreement is considered desirable.

FINANCIAL IMPLICATIONS: The terms and conditions of this contract provide that a payment in the amount of \$1,250.00 per month be forwarded to Sierra Sands USD commencing April 1, 2015. It is the superintendent's recommendation that the income be retained in an account for use by Mesquite High School to enhance its program.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize renewal of the current license agreement Ridgecrest Regional Hospital for joint use of underutilized Sierra Sands property on the Mesquite High School campus as presented.

## **LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into between the Sierra Sands Unified School District, a political subdivision of the State of California ("District"), and Ridgecrest Regional Hospital, a California nonprofit public benefit corporation ("Licensee").

### **RECITALS**

This Agreement is based on the following facts and understandings of the parties:

A. District owns real property adjacent to its Mesquite Continuation High School site, which is also adjacent to Licensee's principal place of business, more particularly described in Exhibit A ("the Property"), which is incorporated by reference in this Agreement. District does not currently need the Property for school classroom buildings.

B. Licensee desires to renew a non-exclusive license to use the Property for the purpose of employee overflow parking.

C. District desires to renew the non-exclusive License on the following terms and conditions:

### **TERMS**

Based on the Recitals and in consideration of the mutual promises and covenants exchanged in this Agreement, District and Licensee agree as follows:

#### **1. TERM AND TERMINATION**

Subject to earlier termination as provided in this Agreement, District licenses the Property to Licensee on a non-exclusive basis for a period of five years commencing on April 1, 2015, and ending March 31, 2020. Either Party may terminate this Agreement without cause on 60 days' written notice.

#### **2. CONSIDERATION**

Licensee agrees to pay District a license fee of \$1,250.00 per month for its use of the Property, to be paid on or before the first of the month in advance. Delinquent payments shall be subject to a late fee of ten percent per month.

### 3. USE OF PROPERTY

Licensee shall use the property for the purpose of employee overflow parking. Licensee shall not use the Property for any other purpose without the advance written consent of District. Licensee shall permit District to share use of the Property for parking purposes during school hours.

### 4. MAINTENANC AND REPAIRS

Licensee shall, at its own cost and expense during the term of this lease, maintain the Property in good order and repair and make all repairs and replacements that may become necessary to the Property, any buildings or improvements on the Property, or sidewalks, landscaping, driveways, or parking areas that are part of the Property. Any and all repairs and replacements required by this section shall be made promptly by Licensee and shall be of such quality and workmanship as will not cause depreciation in the value of the Property.

### 5. SECURITY FENCING-IM OVEMENTS-REMOVAL

A. Licensee shall at its expense maintain a security fence to prevent access to District's adjacent school site. The fence shall be made of chain link material, at least 96 inches in height, around the perimeter of the Property, with a fire access gate of a dimension and at a location specified by District.

B. Licensee shall be responsible for all damages to persons or property that occurs as a result of the construction or installation of any alterations, improvement or additions to the Property. Licensee shall take, and require its contractors and subcontractors to take, all necessary precautions for safety of workers and others present on the Property and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment.

C. Upon expiration or termination of this Agreement, at District's request, Licensee shall remove all improvements, or alterations to the Property which it has installed, including but not limited to asphalt paving, and shall restore the Property to its original condition or pay to District an amount equivalent to the reasonable cost of restoration, as District may choose.

### 6. COMPLIANCE WITH LAWS

The Property shall not be used or permitted by Licensee to be used in violation

of any law, ordinance, or regulation. Licensee shall maintain the property in compliance with all laws, ordinances, rules, and regulations, including all environmental laws and applications applicable to the Property enacted or promulgated by any public or governmental authority or agency having jurisdiction over the Property.

## **7. INDEMNIFICATION**

Licensee shall hold harmless, indemnify, and defend District, its officers, trustees, agents, and employees from and against any and all liability, claims, loss, damages, penalties, fines and expenses, including attorneys' fees and costs, arising from the death or injury of any person, including any person who is an employee or agent of Licensee, or from damage to or destruction of the Property, caused or allegedly caused by (1) any cause as a result of Licensee's occupancy while the person or property is in or on the Property or in any way connected with the Property or with any improvements or personal property on the Property; (2) some condition of the Property or some building or improvement on the Property as a result of Licensee's occupancy; (3) some act or omission on the Property of Licensee or any person in, on, or about the Property with the permission and consent of Licensee; or (4) any matter connected with Licensee's occupation and use of the Property, including, but not limited to, a release or threatened release of hazardous materials, substances or wastes, or other violation of federal, state or local environmental laws or regulations by Licensee, its agents, officers, employees, invitees or assigns.

In the event that any action or proceeding is brought against District by reason of any claim or demand discussed in this section, upon notice from District, Licensee shall defend the action or proceeding at Licensee's expense through counsel reasonably satisfactory to District. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.

Licensee's obligations under this section not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of District, its officers, employees, trustees or agents.

## **8. INSURANCE REQUIREMENTS**

Licensee shall obtain, pay for and maintain in effect during the life of this Agreement (and shall require of any contractors working on the Property) the following policies of insurance issued by an insurance company rated not less than "A-VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) property casualty insurance insuring all buildings, improvements, and other structures on the Property for their full replacement cost against loss or destruction by fire and other perils, including vandalism and malicious mischief, commonly covered under the standard extended coverage endorsement in the county where the property is located; and (3) workers' compensation insurance as required under state law.

Each policy shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Licensee shall furnish District with a certificate of insurance containing the endorsements required under this section, and District shall have the right to inspect Licensee's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Licensee shall immediately file with District a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce Licensee's liabilities or obligations under the indemnification provisions of this Agreement.

## **9. DAMAGE**

If at any time, without the fault of Licensee, the Property is damaged, destroyed, or otherwise rendered unusable by Licensee for a period in excess of 30 days, then further payments by Licensee to District shall be abated, on a percentage basis, based upon the extent of the damaged, destroyed, or unusable square footage in relation to the total square footage.

## **10. ASSIGNMENT**

Licensee shall not encumber, assign, or otherwise transfer this Agreement, or a right or interest in this Agreement, without the express written consent of District. Any purported assignment or sublicense without District's express written consent shall be void.

#### 11. UTILITIES

Licensee shall pay all periodic usage charges incurred for the furnishing of gas, electricity, water, garbage or refuse service, security and other public utilities and services to the Property during the term of this Agreement.

#### 12. DEFAULT

In the event Licensee defaults in the payment of any amount due under the terms of this Agreement, or defaults in the performance of any covenants and/or conditions to be performed by it, then all of Licensee's rights under this lease shall, at the option of District, be terminated and District shall be entitled to enter and retake exclusive possession of the Property and retain all rents previously paid.

#### 13. WAIVER

The waiver, by District, of any breach by Licensee of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Licensee of the same or a different provision of this Agreement.

#### 14. BINDING EFFECT

This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of each of the parties. However, nothing contained in this section shall be construed as a consent by District to any assignment of this lease or any interest in this Agreement by Licensee.

#### 15. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given either party by the other shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed at the address indicated on the signature page.

Either party may change its address for purposes of this section by giving written notice to the other party in the manner provided in this section.

#### 16. ATTORNEYS' FEES

Should any litigation be commenced between the parties to this Agreement concerning the Property, this Agreement, or their rights and duties the party prevailing

shall be entitled, in addition to other relief granted in the litigation, to a reasonable sum for its attorneys' fees, as determined by the court in that litigation or any separate action brought for that purpose.

17. ENTIRE AGREEMENT

This Agreement, including any exhibits or schedules referred to in this Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the leasing of the Property described. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

18. AMENDMENT

The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

19. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

The parties have executed this Agreement at Ridgecrest, Kern County, California.

District

Licensee

SIERRA SANDS UNIFIED  
SCHOOL DISTRICT

RIDGECREST REGIONAL HOSPITAL

By \_\_\_\_\_

Ernest M. Bell Jr., District Superintendent  
113 Felspar Avenue  
Ridgecrest, California 93555

By \_\_\_\_\_

Name: James A. Suver, CEO  
Address: 1081 W. Chimalala

Ridgecrest CA 93555

DATED: \_\_\_\_\_

DATED: March 30, 2015

## **EXHIBIT A**

### **Legal Description of Property**

Unimproved real property located at Mesquite High School, 140 Drummond Avenue, City of Ridgecrest, County of Kern, State of California, more particularly described as: two hundred sixty-two (262) feet along the northernmost edge of Mesquite High School property which is the southernmost edge of a private driveway owned by Ridgecrest Regional Hospital; by one hundred twenty (120) feet south of said property line.

## 11. BUSINESS ADMINISTRATION

### 11.2 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 anticipated school facilities projects for which the related expenses are appropriate for the use of these funds. The current list is included as an attachment. Board authorization to obligate funds not to exceed \$4.2 million dollars is requested through this item.

FINANCIAL IMPLICATIONS: In September of 2014, when reporting Unaudited Actuals information, the board approved designating the Inyokern Schools Financing Authority as the appropriate fund source for use for its facilities and modernization needs.

It is the intent of this board item to request that expenditures and related transfers of funds from the Inyo-Kern School Financing Authority fund be authorized for those specific items for which immediate funding is required as well as designating funds for which anticipated funds will be required, per the attached listing. It should be noted that all of the costs are cited as “not to exceed” amounts. Funding for any other projects listed are designated now in order to proceed in a timely fashion.

The current fund balance is approximately \$4.2M 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 items on the attached list with Inyo-Kern Schools Financing Authority dollars and the related transfer of funds and expenditure in the not to exceed amounts provided. Total costs are anticipated to be approximately \$4.2M.

# INYO-KERN SCHOOLS FINANCING AUTHORITY PRIORITY FUNDING LIST

ITEM	DESCRIPTION	NOT TO EXCEED COST
CTE Loan	Yearly Loan Payment 2014-15	\$373K
MAAS	DoD Project Management Cost 2014-15	\$550K
QSCB Series B	Payment of Principal amount due June 1, 2015	\$1.9M
Portables	Portable Building Lease Payments 2014-15	\$ 38K
Facilities	Current and Future Facilities Projects	\$1.4M
TOTAL		\$4.2M

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

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CURRENT CONSIDERATIONS: “A” and “B” warrants released in March 2015 are submitted for approval. “A” warrants totaled \$2,603,563.81. “B” warrants totaled \$1,215,802.63.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for March 2015 as presented.

This list represents the "A" and "B" warrants released during the month of **March 2015**  
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	\$1,799,389.83
End of month classified	\$ 593,142.78
10th of month certificated	\$95,843.47
10th of month classified	\$115,187.73
<b>Total "A" Warrants</b>	<b>\$2,603,563.81</b>

### "B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
176	\$124,320.52
177	Food Service
178	February
179	\$52,936.56
180	Food Service
181	\$2,794.47
182	\$13,332.05
183	Food Service
184	\$18,959.58
185	\$22,646.48
186	\$20,598.62
187	\$216,191.25
188	\$169,283.69
189	\$13,890.00
190	\$16,242.78
191	Food Service
192	\$180,250.00
193	\$11,119.76
194	\$66,212.53
195	\$676.34
196	\$45,001.75
197	\$88,975.63
198	Food Service
199	\$19,938.61
200	\$4,364.38
201	\$32,890.86
202	Food Service
203	April
204	\$75,155.74
205	April
206	\$13,432.96

207	April
208	Food Service
209	April
210	\$6,588.07
<b>Total "B" Warrants</b>	
	\$1,215,802.63

12. CONSENT CALENDAR

12.2 Approval for Burroughs High School Band, Choir, and Orchestra to Attend an Out of Country Music Cruise Festival to Baja, Mexico, February 12-15, 2016

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

CURRENT CONSIDERATIONS: The Burroughs High School Band, Choir, and Orchestra have the opportunity to attend a Music Cruise Festival to Baja, Mexico from February 12-15, 2016 which will depart out of Long Beach harbor. The Band, Choir, and Orchestra will have the opportunity to experience an Adjudicated Performance and Clinic on board the ship. The travel package is arranged through Adventure Cruise Travel and students will stay four to a room on board the Carnival Inspiration provided by Carnival Cruise Lines. A minimum of one adult (25 years or older) chaperone for every 10 performers is required. Approximately 70 music students will attend.

FINANCIAL IMPLICATIONS: All transportation, lodging, and other considerations will be paid by individual families with help from the BHS Music Boosters with no cost to the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the travel for the BHS Band, Choir, and Orchestra to attend the out of country cruise to Baja, Mexico from February 12-15, 2016.



## CARNIVAL CRUISE LINES INFORMATION FOR STUDENT GROUP BOOKING

- **FOR 2015!!** All cruises include a 1 hour Karaoke party (no snacks or drinks provided) along with a Group Travel Video keepsake for all groups over 30 in size!!
- Spacious Cabin with 24 Hour Stateroom Service
- All Meals including Fine Dining, Late Night Buffets, Casual dining in the Sea View Bistro, including 24 Hour Pizzeria and Ice Cream, Snacks and more!
- All Shipboard Activities and Entertainment including "Live" Entertainment, Swimming, Dancing, Health Club, '02 Teen Club, Karaoke and much more!
- 1 FREE Cruise Per 20<sup>th</sup> Paid Persons so every 21<sup>st</sup> goes free (Includes All Taxes, Fees & Pre-Paid Gratuities)
- Lanyards for the entire group
- Gift for Director
- Performance Onboard Ship (Optional) and only one performance per Group! (please ask your ACT Rep to explain)
- Commemorative Award for Performing Groups
- Representative onboard to assist with Check-in, performances and various needs
- Prepaid Gratuities onboard Ship
- All Taxes & Fees

**Cruise rate are based on 30 or more. If under there will be an additional fee.**

Cruise rates are per person, Inside Cabins will be allocated Category 4B. ***Ocean View Cabins are based on very limited availability. If you would like a rate for an Ocean View cabin please contact your ACT Representative as soon as possible.***

**Transportation** (i.e. Motor coach, Air or Train) is not included but ACT we can provide you a quote. Ask your representative.

All Taxes, fees (includes International Departure Tax and U.S. Customs Fees), and prepaid gratuities are included in your cruise package cost. These items are subject to increase by the Port Authority and cruise line and will be the only variable cost in your package.

Security Deposits are not required. The Group is responsible for any damage to the vessel or any additional costs incurred as a result of inappropriate behavior, including excessive disturbance to other guests that may require Carnival to make reparations.

Complimentary cruise berths must be used by Parent Chaperones or School Affiliated Chaperones Only. These berths are based on quad occupancy and include all taxes, fees and prepaid gratuities. Although you are not required to have a chaperone in each cabin, each group must have one chaperone (over age 25) for each ten students.

## PAYMENT, CANCELLATION AND NAME CHANGE POLICIES

- Due: **3 Weeks after Booking** 1. \$100.00 per Person deposit, signed Contract
- Due: **120 Days Prior to Sailing** 1. \$ 200.00 per person Cruise Deposit  
2. Rooming list (**LEGAL FIRST AND LAST NAMES AS STATED ON PASSPORT AND DATE OF BIRTH**)  
3. Performance Information Sheet (if applicable)  
4. Group Arrival Form
- Due: **90 Days Prior to Sailing** 1. Final Cruise Balance  
2. Student Conduct Agreements  
3. Chaperone Acknowledgements  
4. Air Balance and Passenger List (if applicable)  
5. Total Motorcoach Cost (if applicable)

## CRUISE/TOUR PACKAGE CANCELLATION POLICY

- \$75.00 Fee per person if the entire group cancels by 3:00 pm (EST) 120 days prior to arrival. All group deposits are 100% Non-Refundable if the entire group cancels after this date and time.
- \$75.00 Fee per **individual** cancellation made After 3:00pm (EST) 120 through 90 days prior to arrival.
- \$200.00 Fee per **individual** cancellation made After 3:00pm (EST) 90 through 60 days prior to arrival.
- 50% of Total Fare per **individual** cancellation made After 3:00pm (EST) 60 days prior to arrival through 5:00pm (EST) 30 days prior to arrival.
- Cancellations made inside of 30 days prior to arrival are 100% Non-Refundable.

## NAME CHANGES

### Rooming List

Once your rooming list has been received, a \$75.00 Fee will be applicable for each and every change involving names. This name change will only take effect if you are making the change in the same cabin.

**(Example: If a boy cancels and a girl takes his place within the above individual cancellation policy it will be fee above plus the name change fee).** Important: Legal first and last names and date of birth must be provided on the original rooming list.

Written notice of all cancellations and name changes must be received into our office in accordance with the deadline dates listed on your contract. The most current rooming list received by our office will serve as a guideline when individual cancellation fees become applicable. If for any reason a rooming list has not been received, the guideline will revert to the number of reservations originally confirmed on the group confirmation.

## PERFORMANCE INFORMATION

**ONBOARD PERFORMANCE:** All performing groups have the opportunity to perform onboard the ship. One performance is included in this cost and additional performances are based on availability and will incur additional charges. Performances are organized and designed to enhance your cruise experience. The dates, times and location for your performance are assigned by Carnival Cruise Lines. Whenever possible the performance takes place in the main lounge, however, the location is at the discretion of Carnival Cruise Lines.

**LIGHTING AND SOUND EQUIPMENT:** Theatrical lighting and sound equipment is provided by Carnival Cruise Lines. Sound equipment is capable of playing compact discs only, and is not capable of playing cassette tapes. A Carnival sound and lighting technician will be provided to assist with your production. Only the technician is permitted to operate the sound and lighting equipment. NOTE: It is suggested that a person from your group sit in the booth with the technician during the performance. This person can introduce your group from the booth or you may designate someone to make the introduction from the stage.

**DRESSING FACILITIES:** Where possible, uniform and costume changes should be made in the performer's cabin prior to the performance. A backstage manager will be present to supervise activities on stage including changing areas.

**INSTRUMENT STORAGE/LOADING:** U.S. Customs mandates that all instruments and equipment be registered, ***before sailing***, with your local U.S. Customs Office using the U.S. Customs Form 4455, which ACT will provide.

We recommend that instruments/equipment be stored in the performer's cabin. If additional storage is necessary, a special storage cabin may be provided at an additional cost.

Assistance with instrument and luggage loading at the pier is provided by the stevedores. They are employed by the port authority and they will expect a gratuity. This gratuity is not covered under the pre-paid gratuity in your tour package. Carnival Cruise Lines or Adventure Cruise Travel is not responsible for lost, stolen, or damaged luggage or instruments loaded by the stevedores or stored in cabin provided.

## **DANCE**

- **Tap Dancing:** Carnival will allow tap dance groups to perform on-board our vessels, fleet-wide, in the Main Show Lounge only. To ensure the integrity of our stages, all taps must be properly tightened (loose taps and/or rough edges will not be permitted). Carnival will require our Stage Manager and the group's Group Leader/Dance Instructor to inspect the stage before and after each performance, as well as inspect all dancers' shoes prior to each of their performances. Tapping will not be permitted in any other area on-board our ships, fleet wide.
- **Clogging:** To ensure the integrity of our stages/dance floors/flooring, Carnival does **NOT** allow clog dancing in any area on-board our ships, fleet wide.
- **Barefoot Dancing:** To ensure the safety of our guests, Carnival does **NOT** allow barefoot dancing in any area on-board our ships, fleet wide. Guests should instead dance with soft soled shoes. There are no exceptions to this policy.

**"FESTIVALS AT SEA" OPPORTUNITIES** (\$35.00 per person with a minimum of 50 passengers)

The nationally acclaimed "Festivals at Sea" program is again available on board ALL the sailings for 2012! Your performing group(s) will have the opportunity to enhance their cruise experience with an Adjudicated Performance and Clinic on board ship. For the low price of \$35.00 Per Person, we will provide a nationally known instrumental, vocal or dance Adjudicator to clinic each group performance while providing written and taped evaluations for ratings based on a national standard. Festivals groups must have a minimum of 50 paid persons. **The entire group, including non-performers, must pay this additional charge.**

## **ALL FESTIVAL PROGRAMS INCLUDE.....**

- Festival Adjudication with Nationally Known Clinician(s)
- Commemorative Award for Each Festival Performing Group (Rating Optional)
- Written and Taped Evaluation for Ratings based on a national standard
- Announcement in Daily Cruise program of Performance date and time

**WHAT ARE THE NEW PASSPORT REQUIREMENTS? (PASSPORTS ARE NOT REQUIRED; PLEASE CONTACT YOUR ACT REPRESENTATIVE FOR FURTHER INFORMATION!)**

## **TRAVEL DOCUMENTATION – All Ports**

Proper travel documentation is required at embarkation and throughout the cruise. Even though a guest has completed registration using FUNPASS, it is still the responsibility of the guest to bring all required travel documents. Guest should check with their travel agent and/or government authority to determine the travel documents necessary for each port of call. Any guest without proper documents will not be allowed to board the vessel and no refund of the cruise fare will be issued. Carnival assumes no responsibility for advising guests of immigration requirements.

## **CRUISE TRAVEL**

The Western Hemisphere Travel Initiative (WHTI) Passport Requirements became effective June 1, 2009, for land and sea borders. While the WHTI requires a valid passport for land and sea travel, a final ruling was issued allowing leniency for “closed-loop” cruises, i.e., sailings that both originate and terminate in the same U.S. port.

Recent guidance received from the Department of Homeland Security indicates the documentary requirements under WHTI for “closed loop” cruises are not limited to cruises that travel only to contiguous territories or adjacent islands. This means U.S. citizens calling on ports in Honduras, Panama, Costa Rica and Belize will also be exempt from the passport requirement. U.S. citizens taking “closed-loop” cruises are not required to have a passport, but will need proof of citizenship such as an original or certified copy of a birth certificate, a certificate of naturalization, a passport card, an enhanced driver’s license (EDL) as well as a government-issued photo ID. Children are also required to bring proof of citizenship, and if 16 and over, a photo ID is also required. Canadian and Bermudian citizens are required to have a passport for air, land and sea travel, including all Carnival cruises.

Although a passport is not required for U.S. citizens taking “closed loop” cruises, we strongly recommend all guests travel with a passport (valid for at least six months beyond completion of travel). Having a passport will enable guests to fly from the U.S. to a foreign port in the event they miss their scheduled embarkation or to fly back to the U.S. if they need to disembark the ship mid-cruise due to an emergency.

If a cruise begins and ends in different U.S. ports or begins and ends in a foreign port (such as our Alaska cruises and Hawaii cruises) a valid passport or other recognized WHTI-compliant document is required. A valid passport is required if you are traveling on any of our Europe cruises.

For more information, a complete list of WHTI-compliant documents or to obtain a passport application, visit <http://www.travel.state.gov/>.

U.S. Alien Residents need a valid Alien Resident Card. Non-U.S. citizens need a valid passport and a valid, unexpired U.S. Multiple Re-entry Visa, if applicable.

## **AIR TRAVEL**

Passports are required for air travel to or from Canada, Mexico, Central and South America, the Caribbean, The Bahamas and Bermuda. This will impact all guests traveling by air to embark or debark in Vancouver for our Alaska or Hawaii cruises; and our Canadian guests that travel by air to or from any of our U.S. embarkation ports. This will also enable guests to fly from the U.S. to meet their ship at the first port should they miss their scheduled embarkation and allow guests that must debark the ship before their cruise ends to fly back to the U.S without significant delays and complications.

Guest names on travel documents (passport, Alien Resident Card, birth certificate, etc.) must be identical to those on the cruise and airline tickets. Otherwise, proof of name change (e.g., a marriage license) or a valid driver's license (or other government-issued photo ID) must be presented.

On occasion, non-U.S. citizens and U.S. Alien Residents may be asked to surrender their passport and/or Alien Resident Card at time of embarkation. These documents will be returned upon completion of the Immigration inspection at the time of debarkation. Non-U.S. citizens that are eligible to apply for admission under the Visa Waiver Pilot Program, must still have a valid unexpired passport. U.S. State Department regulations require all guests traveling from visa-waiver countries be in possession of a machine-readable passport that includes a biometric identifier - e.g., embedded digital photograph. Otherwise, guests will be required to obtain a U.S. Multiple Re-entry Visa. Guests without proper identification may be refused boarding or entry into the U.S.

For Europe and Transatlantic cruises, U.S. citizens must have a valid passport. Alien Residents and all other non-U.S. citizens are advised to check with their travel agent or appropriate government authority to determine the necessary documents. Certain foreign nationals will be required to obtain a Schengen Visa and/or Croatian Visa.

For sailings to Canadian ports of call, certain foreign nationals must obtain a Canadian visa in addition to the U.S. Multiple Re-entry Visa. Non-U.S. citizens must contact the appropriate consulates, U.S. Embassy and U.S. Immigration office to inquire about necessary travel documentation.

For sailings to Bermuda, U.S. Alien Residents must present their valid Alien Resident Card in addition to their passport or birth certificate from country of origin. These documents will be returned upon completion of the Immigration inspection.

To debark for more than 24 hours in Mexico, guests must have obtained a Mexican Tourist Card from either a travel agent or a Mexican consulate prior to their departure.

When traveling with a minor and both parents/legal guardians are not cruising, we strongly recommend bringing an original signed letter from the absent parent/legal guardian authorizing the minor to travel with you. This will expedite processing by the Department of Homeland Security. Please note that a notarized letter to this effect is required if debarking with children in Mexico.

**FUNPASS CHECK-IN.** After you receive your cruise individual booking number you will register on-line with Carnival at [www.carnival.com/mycruise](http://www.carnival.com/mycruise). This advance registration will expedite your check-in process on the day of sailing.

**STUDENT CHAPERONE ACKNOWLEDGMENT FORM.** Every student or chaperone must complete and return the respective Carnival Cruise Lines Acknowledgment Form. Performing groups are exempt from the statement that guests under the age of 18 years must be accompanied in the same stateroom by an adult 25 years of age or older. We require that the group have at least one chaperone for every ten students.

**CHECK-IN.** Upon your arrival at the port, you will be met in the baggage area by a representative, who will assist with your check-in.

**SAIL & SIGN.** No cash is accepted for purchases onboard ship. All passengers must use a Carnival "Sail & Sign" card for all ship purchases. Your "Sail & Sign" account must be set up with a valid credit card, cash, or travelers check. No business or personal checks of any kind will be accepted. The birth date of the cardholder is entered into the master computer on the ship and anyone under the age of 21 will not be permitted to purchase alcohol. Carnival Cruise Lines and your travel company are not responsible if a person under the age of 21 is caught with an alcoholic beverage. This is solely the responsibility of the group's chaperones. A \$50.00 minimum is required to set up a Sail & Sign account for students and \$100 for chaperones/adults.

**SPENDING MONEY.** You will need money for baggage handling, souvenirs, shore excursions, cab fare in port, and any beverages onboard ship not included with meals. Iced tea, water, milk and coffee/tea are included with meals. Juices are offered at breakfast. Soft drinks onboard ships are approximately \$2.75 per 20oz. bottle which does not include gratuity. An unlimited Soft Drink Fountain Card can be purchased onboard ship.

**GRATUITIES.** Your prepaid cruise gratuities cover Dining Room Waiter, Bus Boy, and Cabin Steward. Tips are not included for curbside stevedores, with a \$1.00 per bag/equipment being customary. Tips are not included for room service. \$1.00 per person is customary. Beverage purchases onboard ship include gratuity.

**CLOTHING.** Casual attire is in order during the day. For one or two nights, formal dress or dark suit is strongly suggested. A Tuxedo is also appropriate but not required. The dress codes for other evenings range from sport coat and tie to casual resort wear. Shorts, T-shirts and jeans are not permitted in the dining room during dinner.

**DINING ROOM SITTINGS.** All student groups are assigned 8:00PM seating. Table assignments will be on your Sign & Sail card. If you would like to request early dining contact your representative as soon as possible.

**MEDICAL SERVICES.** The ships' infirmaries are equipped to treat minor non-emergency matters. A doctor is available to render services at a customary charge. Doctors are independent contractors. Groups are encouraged to bring their own health history/medical forms for each person in the group.

**SPECIAL NEEDS.** Carnival seeks, to the extent feasible, to accommodate guests with special needs so they are able to enjoy their ships and other facilities. For example, service animals are permitted onboard ship if prior

arrangements have been made at time of booking. In situations where a guest with special needs, such as a guest in a wheelchair, would be unable to be comfortably accommodated due to vessel barriers and other criteria, they may find it necessary to ask the guest to bring along a companion to assist or make alternative arrangements.

**SPECIAL DIETS.** Special diet requirements may be requested at least two weeks prior to sailing. You should discuss the method of preparation of menu items with your waiter or head waiter. There may be limitations in our ability to accommodate special orders. Kosher meals are not available.

**CABIN BLOCK.** All cabins are blocked as close together as possible at Carnival's discretion. Groups are guaranteed at least Category 4B. Oceanview cabins may be purchased for an additional charge based on availability. Some triple/quad cabins will be accommodated with roll-a-way beds at the discretion of Carnival Cruise Lines. As always, Carnival holds our groups to booking quads first, then down to double. *Groups may not exceed a maximum of 20% in double occupancy.*

**SHIP RULES.** We want your cruise to be a pleasant experience for everyone. The following rules must be enforced. Failure to comply with these guidelines will result in the offender(s) being removed from the ship to make his or her own way home at his/her expense:

- 1) No noise in cabin areas after 11:00 pm
- 2) No running, congregating or consumption of food and beverage in the hallways
- 3) Abuse of physical property will not be tolerated
- 4) No abusive or offensive language
- 5) No drinking of alcoholic beverages for those under the age of 21
- 6) Purchase, possession and consumption of illegal drugs will not be tolerated
- 7) Large radios ("boom boxes") are not permitted onboard. Headphones must be used with radios on deck

**Restrictions Onboard:**

Casino: Guest must be 18 years of age or older to play the tables and the slot machines. Guests under 18 years of age are not permitted in the casino.

Spa Carnival and fitness center: Guests under 12 years of age are not permitted in these facilities. Guests between the ages of 12 and 16 must be accompanied by an adult at all times.

Lounges, shows, and the dance club: Guests under the age of 18 should be accompanied by an adult in all public areas of the ship. Guests under the age of 18 must vacate the dance club by 10:00pm. Guests under the age of 18 may not attend the Midnight Shows, which are "R" rated.

**EMERGENCY TELEPHONE NUMBERS.** 1-877-225-7447. You must know the name of the ship and the sailing date (Date of Departure). Approximate cost is \$25.00 - \$30.00 for the first minute and \$8.00 - \$10.00 for each additional minute. This telephone number should only be used in the event of an emergency. Rates are the same for calling ship to shore. Calling Cards may not be used on board.

**SHIP PHOTOS.** The ship photographers will be taking candid and posed pictures of the passengers on the ship throughout the cruise. Group photos can be arranged for your group through your cruise escort and the ship's photography department.

**LIMITATIONS.** Fruits & Vegetables from a foreign country are not permitted into the United States.

**LUGGAGE.** You are allowed one suitcase and one carry-on bag for your trip. Upon arrival at port, stevedores will take bags directly from the bus/car and deliver them to your cabin. Please be prepared prior to arrival to pay a gratuity of \$1.00 per bag for this service. Also make sure all bags and equipment have Carnival luggage tags and are clearly marked with your cabin number. Carnival luggage tags will be provided for your trip. Please keep your travel documents with you and not in your suitcase. Carnival Cruise Lines is not responsible for lost, stolen or damaged suitcases/bags or equipment.



# Carnival Inspiration

## 3 Night Baja Mexico Cruise from Long Beach, CA

**Ensenada:** one of Mexico's most successful cities has grown from a sleepy fishing village to become a popular beach resort. This oft-visited Baja destination is a multi-faceted jewel. Among its most popular locations are the waterfront promenades, the fashionable shops of Avenida Primera.

## 2016 PERFORMANCE CRUISE PROPOSAL PREPARED FOR BURROUGH'S HIGH SCHOOL BAND

**FRIDAY, FEBRUARY 12, 2016**

### (Interior Cabin):

Quad rate: \$515.00 pp

Triple rate \$539.00 pp

Double rate: \$585.00 pp

- All rates quoted include all taxes, fees and prepaid on-board gratuities. Pricing is subject to change until a booking is made.
- One 30 minute performance (**can be split between your groups**) is included in this cost. Additional performances are based on availability and will incur additional charges.
- Festival and workshop opportunities are available at an additional cost of \$35 per person (minimum of 50 passengers)
- Carnival Cruise Lines reserves the right to re-instate the fuel supplement for all guests. This cost will be added to the above fare should this be implemented.
- **FOR 2016!!! All Cruises include a 1 hour Karaoke gathering for groups over 30 or more. Group Travel Video maybe added for additional cost.**
- Ocean View Cabins are based on availability. (Contact your ACT Rep for pricing).
- For every 20 paying passengers, the 21st person will travel completely free at the quad occupancy interior cabin rate.
- One chaperone, 25 years of age or older, is required for every 10 students traveling.
- Chaperones need not be berthed in the same cabin as the students.
- Above pricing based on 30 or more total guests.

*Note: Rates & availability subject to change until booked with  
Cruise Reservation Form*



Day	Port	Arrive	Depart
Fri	Long Beach		5:30pm
Sat	Ensenada	8:00am	5:00pm
Sun.	Fun Day at Sea		
Mon.	Long Beach	8:00am	



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**Experienced Cruise Planner Specializing in Group Travel**