

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education Regular Meeting

JUNE 16, 2016
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusd.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
Tim Johnson, Vice President/Clerk
Kurt Rockwell – telephonically from 22520 Three Notch Rd., Lexington Park, MD 20653
Michael Scott, President

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 May 19, 2016.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

4.1 Public Hearing for the Proposed Local Control Accountability Plan (LCAP)

The LCAP is posted on the district's website at www.ssusd.org

4.2 Sierra Sands Unified School District Budget for Fiscal Year 2016-17

The budget is posted on the district's website at www.ssusd.org

4.3 Public Hearing for Initial Sunshine Contract Proposal for 2016-17 from Chapter 188 of the California School Employees Association to the Board of Education

4.4 Public Hearing for Statement of Reasons for Assigned and Unassigned Fund Balances for Fiscal Year 2016-17

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

5.2 Superintendent's Report

- Enrollment Report
- End of School Activities
- Summer Goals
- Superintendent/Board Evaluations

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

5.4 Report to the Board of Trustees by the California School Employees 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 Approval of the Annual Budget Plan and the Annual Service Plan for 2016-2017 for the Sierra Sands SELPA

6.2 Approval of Local Education Agency Plan (LEAP)

6.3 Approval of the Consolidated Application for Funding Categorical Programs, Part I, 2016-17 School Year

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy and Administrative Regulation 6142.1, Sexual Health and HIV/AIDS Prevention Instruction

7.2 Presentation of Board Policy 6152.1, Placement in Mathematics Courses

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 AB 1200 Documentation for the Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2015-16
- 8.4 Presentation of Initial Sunshine Contract Proposal for 2016-17 from the Board of Education to Chapter 188 of the California School Employees Association
- 8.5 Approval of Salary Schedules for Management and Confidential Employees, 2015-2016 and 2016-2017 School Years

9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 Discussion and Possible Action to Adopt Resolutions #21 1516, #22 1516, and #23 1516 Regarding Election Specifications

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues
- 10.2 Approval for Updated Equipment and Installation Services with Digital Networks Group, Inc. at Burroughs High School
- 10.3 Approval for Carport Equipment and Installation Services with National Carport Industries at Burroughs High School

11. BUSINESS ADMINISTRATION

- 11.1 Resolution #24 1516 and Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account

12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants
- 12.2 Approval of Preschool Self-Evaluation Annual Report for the 2015-16 School Year
- 12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern, and Pierce Elementary Schools for the 2016-17 School Year
- 12.4 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Preschool Programs in 2016-17
- 12.5 Approval of the 2016-17 AVID (Advancement Via Individual Determination) Implementation Contract
- 12.6 Approval of Contract for Services with Capitol Advisors Groups, LLC
- 12.7 Authorization to Utilize Temporary Interfund Transfers throughout the 2016-2017 School Year
- 12.8 Approval of Recommendations for Expulsion, Expulsion Case #17 1516
- 12.9 Approval of Recommendations for Expulsion, Expulsion Case #18 1516
- 12.10 Approval of Recommendations for Expulsion, Expulsion Case #19 1516
- 12.11 Approval of Recommendations for Expulsion, Expulsion Case #20 1516

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be July 21, 2016.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: May 19, 2016
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 Student Discipline Matter pursuant to California Education Code sections 48900 et seq. and 35146

The board took action to approve a 30 day continuance of the expulsion hearing regarding student #010904 by unanimous roll call vote.

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.

2.3 Public Employee Discipline/Dismissal/Release pursuant to Government Code Section 54957

The board voted to accept the Commission on Professional Competence decision regarding one (1) certificated employee.

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

2.4 Conference with Legal Counsel – Existing Litigation pursuant to Government Code section 54956.9(d)(1), OAH Case Nos. 2016030633, 2016030558

The board approved a settlement agreement in OAH Case Nos. 2016030633/2016030558 by unanimous roll call vote.

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

3. ADJOURNMENT

THE BOARD OF EDUCATION

Tim Johnson, Vice President/Clerk

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Concurrent Special Meeting of the Board of Education

DATE OF MEETING: May 19, 2016
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
MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus with Item 6.3 of the concurrent special meeting agenda being heard following Item 6.2, and Items 10.7 through 10.9 being heard following Item 10.6 on the regular meeting agenda.

6. EDUCATIONAL ADMINISTRATION

6.3 Overview of the California Healthy Youth Act, Assembly Bill 329, Sexual Health and
HIV/AIDS Prevention Instruction

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

10. CONSTRUCTION ADMINISTRATION

10.7 Approval to Amend the Agreement with Maas Companies, Inc. for Project Management for
Construction Services for the New Murray Middle School and the Burroughs High School
Modernization Projects

Motion passed to approve the amendment with Mass Companies, Inc. for project management
construction services as presented. CASTILLO-COVERT/FARRIS

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

10.8 Approval to Enter into Agreement with Maas Companies, Inc. for Project Management
Services for Various Construction Projects

Motion passed to approve an agreement with Maas Companies, Inc. for project management
services for various construction projects. CASTILLO-COVERT/JOHNSON

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

10.9 Approval of Agreement with Indoor Environmental Services (IES) for Proposition 39 Planning
Services

Motion passed to approve the agreement with Indoor Environmental Services as presented.
JOHNSON/CASTILLO-COVERT

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

11. ADJOURNMENT

THE BOARD OF EDUCATION

Tim Johnson, Vice President/Clerk

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: May 19, 2016
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 Board Member Tim Johnson.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with Item 6.3 of the special concurrent agenda being heard following Item 6.2, Items 10.7 through 10.9 of the special concurrent agenda being heard after Item 10.6 on the regular agenda, and hearing the Inyo-Kern Schools Financing Authority agenda following Item 11.2. Superintendent Bell asked that Items 7.1 and 12.4 of the regular agenda be removed at this time.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of April 21, 2016 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation to Maddy Portillo, Student Board Member for Her Service for 2015-16

Maddy Portillo could not be present so Mrs. Jo Anne McClelland, Principal at Mesquite High School accepted a certificate of appreciation and nameplate on Ms. Portillo's behalf from Board President Mike Scott.

3.2 Presentation of the Sierra Sands Community Service Award to the Ridgecrest Musical Enrichment Society

Board President Mike Scott and Superintendent Ernie Bell presented the 2015-16 Sierra Sands Community Service Award to the Ridgecrest Musical Enrichment Society for their ongoing support of the middle and high school Visual and Performing Arts Programs throughout the district.

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

Principals of each school joined President Scott, Assistant Superintendent Ostash, and Superintendent Bell in presentation of the Annual Sierra Sands Rose Awards in Recognition of those parents and community members who are most generous in their support of the schools in the district.

3.4 Presentation of Sierra Sands Service Year Pins

Board President Scott and Superintendent Bell recognized employees marking their 5th, 10th, 15th, 20th, 25th, 30th, and 35th years of service at Sierra Sands.

3.5 Presentation of Service Awards to District Retirees

President Scott, Superintendent Bell, and Assistant Superintendent Ostash presented hourglasses to retiring district employees for their distinguished and dedicated service to the district.

A brief reception followed the presentations to greet and congratulate the award recipients and retirees. The meeting reconvened in open session at 8:10 p.m.

4. PUBLIC HEARING

4.1 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2016-17 for the Sierra Sands SELPA

Public Hearing opened at 8:15 p.m. Hearing no comments the public hearing closed at 8:16 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Murray Middle School: Murray Open House was unique in that it was combined with the History Fair, Book Fair, and orchestra concert. A Mustang Dog dinner was served to Open House guests. The orchestra, band, and choir entertained students last week. The 5th grade students visited and were greeted with fun activities and given a tour of the school.

James Monroe Middle School: Monroe hosted an after school Campus Pride Day. Students who helped clean for an hour were invited to attend a BBQ prepared by Mr. Sernett, Mr. Akin, and Mr. Cox. The orchestra, band, and choir held their end-of-year performances. Students enjoyed the planetarium brought by the Maturango Museum docents. Eighth grade students participated in various activities to celebrate their promotion to high school.

Burroughs High School: This week has been full of reviewing, testing, and nostalgia as the senior class gets closer to graduation. Sports and clubs have begun wrapping up for the year and ASB has been hosting fun end-of year activities. Burroughs High School graduation will take place on May 27, 2016.

Mesquite High School: Students had their final credit check and are working to earn all the credits they can before the end of the school year. All state testing is complete. Awards cere-

monies and many other end-of-year activities are planned to begin next week. Graduation will take place on May 26, 2016.

5.2 Reports from Members of the Board

Board Member Amy Castillo-Covert congratulated the senior classes for their dedication and hard work.

5.3 Superintendent's Report

Superintendent Ernie Bell reported district enrollment is up by 48 students over this time last year. The preliminary LCAP has been posted on the district website for review and input. There will be an LCAP public hearing at the June 16, 2016 regular board meeting. The promotion and graduation schedule has been posted on the district website.

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

Vanessa Vaughn, Vice-President of the Desert Area Teachers Association, thanked the negotiations teams for their time and effort in reaching a tentative agreement between DATA and SSUSD. DATA feels the negotiated increase in salary for this year and next is good until the increase in teacher contribution to maintain their current benefit package is factored in. DATA encouraged the board to make future choices that will not only benefit current staff but students as well.

5.5 Report to the Board of Trustees by the California School Employees Association

Leonard Verduzco, Chapter President for the California School Employees Association, introduced CSEA Labor Relations Representative, Tizoc Arenas. Mr. Arenas reported the CSEA bargaining team does not feel they have made significant progress in current negotiations with the district. CSEA feels the offer with regard to salary will not cover upcoming minimum wage increases. CSEA understands the district is trying to be fair and equitable with all the bargaining units but states the classified unit is unique and cannot be compared to DATA or DAGA. Mr. Arenas hopes the district and CSEA can come to an agreement that not only benefits the district and members but the community of Ridgecrest as well.

5.6 Communications from the public

Three members of the public spoke during the public comment period.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of a Transition Course to Support Targeted Ninth Grade Students at Burroughs High School

Motion passed to approve the transition course at Burroughs High School as presented.
CASTILLO-COVERT/JOHNSON

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

6.2 Approval of Revisions to the Agreement Between Kern Community College District and Sierra Sands Unified School District for Adult Education Block Grant

Motion passed to approve revisions to the agreement between KCCD and SSUSD for the Adult Education Block Grant. CASTILLO-COVERT/ROCKWELL

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy and Administrative Regulation 6142.1, Sexual Health and HIV/AIDS Prevention Instruction

At Superintendent Bell's request, this item was removed from the agenda.

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 8.1-8.2 as presented. ROCKWELL/CASTILLO-COVERT

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

8.3 Declaration of Need for Fully Qualified Teachers for the 2016-17 School Year

Motion passed to adopt the Declaration of Need for Fully Qualified Teachers for the 2016-17 school year as presented. CASTILLO-COVERT/JOHNSON

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

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

Motion passed to request a waiver enabling the district to assign individuals in certificated positions without appropriate credentials. CASTILLO-COVERT/ROCKWELL

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

8.5 Presentation of Initial Sunshine Contract Proposal for 2016-2017 from Chapter 188 of the California School Employees Association to the Board of Education

The Initial Sunshine Contract Proposal for 2016-2017 from Chapter 188 of the California School Employees Association was received by the Board of Education.

8.6 Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2015-16

Motion passed to ratify the tentative agreement between DATA and the Board of Education for 2016-2019 as presented. CASTILLO-COVERT/JOHNSON

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Ms. Terry Kellogg donated a 2000 Ford Expedition with an estimated cash value of \$3,000 to be used at the Burroughs High School auto shop, National Life Group Charitable Foundation, Inc. made a cash donation of \$2,500 to Mesquite High School to be used in their music program, Mr. Sam Alonge donated an HP LaserJet 5000 printer with an estimated cash value of \$1,100 to be used as needed in the district, and Ms. Amy Lerma donated a Hover manual hydraulic lift with an estimated cash value of \$500, a Rifton HTS toileting chair with an estimated cash value of \$1,500, and a Convaaid Cruiser mobility stroller with an estimated cash value of \$1,300 to be used for district special education students. JOHNSON/ROCKWELL

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

9.2 Approval of Revisions to the 2016-2017 Academic Calendar

Motion passed to approve revisions to the 2016-2017 academic calendar.
CASTILLO-COVERT/FARRIS

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

9.3 Approval of the 2017-2018 Academic Calendar

Motion passed to adopt the 2017-2018 academic calendar. JOHNSON/ROCKWELL

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

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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.

The Burroughs High School modernization project and the new Murray Middle School have begun construction.

Burroughs High School: Selective demolition of classroom building M, the library, and the girls' locker room has been completed. Unforeseen issues having cost and DSA approval impact must now be resolved. The project is still on schedule. The girls locker room is expected to be complete in July, the library in August, and classroom building M in September. Construction on the multipurpose room and art building is expected to begin in June as well as the site work associated with the concession building. The central courtyard is scheduled to be renovated this summer. The new administration building is currently in the DSA review process

Murray Middle School: The cut and fill for the building pads, road, and sidewalks is complete. After completion of the cut and fill, it was determined the site was approximately 10,000 yards short on fill. This will be resolved by taking soil from the retention pond at Burroughs and moving it to the new Murray site. Site utilities and electrical are currently in process and are scheduled for completion in July. The district, architect, and modular manufacturer met with DSA regarding their review process. Currently 12-16 weeks review time is needed which puts the project into November 2016 before anticipated stamp out.

HVAC Remediation: The Burroughs High School PPAC boiler relocation is in the bidding process. The Mesquite High School HVAC replacement contract has been awarded with construction expected to begin in June 2016.

10.2 Adopt Resolution #19 1516 to Approve a Change Order for Additional Work by Innovative Construction Services (ICS) for the New Murray Middle School Construction Project

Motion passed to adopt Resolution #19 1516 approving a change order for additional work by Innovative Construction Services as presented. CASTILLO-COVERT/FARRIS

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

10.3 Approval to Award a Piggyback Contract for Vinyl Flooring to KYA Services, LLC for the Burroughs High School Modernization Project

Motion passed to award a piggyback contract to KYA Services, LLC for the Burroughs High School Modernization Project. ROCKWELL/JOHNSON

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

10.4 Approval to Award a Piggyback Contract for Vinyl Flooring to KYA Services, LLC for the Murray Middle School Construction Project

Motion passed to award a piggyback contract to KYA Services, LLC for the Murray Middle School construction project. JOHNSON/CASTILLO-COVERT

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

10.5 Approval to Award a CMAS Contract to KYA Services, LLC for the Murray Middle School Construction Project

Motion passed to award a CMAS contract to KYA Services, LLC for the Murray Middle School construction project. CASTILLO-COVERT/ROCKWELL

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

10.6 Approve the Substitution of Sub-Contractors by the Prime Trade Contractor General Trades (Bid Package #2) for the Burroughs High School Modernization Project and Adopt Resolution #20 1516 Delegating Authority Regarding Hearings on Substitution of Subcontractors

Motion passed to adopt Resolution #20 1516 and approve the substitution of sub-contractors for the Burroughs High School modernization project as presented. ROCKWELL/JOHNSON

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

11. BUSINESS ADMINISTRATION

11.1 Consideration and Action to Declare District Personal Property to be Surplus Property and Authorizing Sale of Surplus Property by Auction Company

Motion passed to declare district property to be surplus and authorize the sale of said property by auction company as presented. CASTILLO-COVERT/FARRIS

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

11.2 Authorization to Contract with Desert Garage Door, Inc. for Fencing at James Monroe Middle School

Motion passed to authorize withdrawal of board approval with Our Valley Fence as vendor for the James Monroe fencing project and approve an agreement with Desert Garage Door, Inc. as presented. CASTILLO-COVERT/JOHNSON

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

President Scott temporarily adjourned the Sierra Sands Unified School District board meeting at 9:49 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 9:50 p.m.

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants

12.2 Appointment of 2016-17 California Interscholastic Federation (CIF) League Representatives for Burroughs High School

12.3 Approval of Perkins Career Technical Education Application for Funding for the 2016-17 School Year

12.4 Approval of the 2016-17 AVID (Advancement Via Individual Determination) Implementation Agreement

12.5 Approval of a Memorandum of Understanding (MOU) between Sierra Sands Unified School District (AVID Consortium Member) and Kern County Superintendent of Schools

12.6 Approval of Contract #02 1516 with Provo Canyon School for Provision of Educational Room and Board and related Mental Health Services for April 8, 2016 through June 30, 2016 and Contract #03 1516 with Provo Canyon School for Same Services for July 1, 2016 through June 30, 2017

12.7 Approval of Recommendations for Expulsion, Expulsion Case #14 1516

12.8 Approval of Recommendations for Expulsion, Expulsion Case #16 1516

Superintendent Bell requested agenda Item 12.4 be removed from the Consent Calendar. Motion passed to adopt the remainder of the consent calendar as presented.
CASTILLO-COVERT/FARRIS

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 9:52 p.m.

THE BOARD OF EDUCATION

Tim Johnson, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

4. PUBLIC HEARING

4.1 Public Hearing for the Proposed Local Control Accountability Plan (LCAP)

BACKGROUND INFORMATION: As part of the Local Control Funding Formula (LCFF), school districts, County Offices of Education (COE), and charter schools are required to develop, adopt, and annually update a three-year Local Control and Accountability Plan (LCAP), beginning on July 1, 2014, using a template adopted by the California State Board of Education (SBE). LEAs must obtain parent and public input in developing, revising, and updating LCAPs.

The LCAP is required to identify goals, and measure progress, for student subgroups across multiple performance indicators. The LCAP and the district budget must be presented at a public hearing prior to the board meeting at which the LCAP and the budget are adopted. The Sierra Sands Unified School District LCAP, followed by the budget, will be presented for approval at the June 23, 2016 special board meeting. Not later than five days after adoption of the LCAP, the governing board shall file the LCAP with the Kern County Superintendent of Schools. County superintendents must review school district LCAPs and ensure alignment of projected spending, services, and goals.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District proposed LCAP is posted on the district website, www.ssusd.org, for review and comment. Comments received from the public hearing, and comments from the district website, will be considered as appropriate to make final revisions to the LCAP.

Included in the LCAP is a timeline that outlines the process the district used to gather stakeholder input and draft the LCAP. Several meetings were held to review district data, determine district needs, and develop goals with actions and services to address the eight state priorities in the LCAP. Stakeholder membership includes staff, parents, students, community members, board members, and bargaining unit members. Data being collected, and progress being made with implementation of LCAP goals, actions, and services, was presented on an ongoing basis to keep stakeholders informed of the status of the LCAP. Revisions were made to the LCAP as stakeholder input was received and considered. As a result of the evaluation of the implementation of this year's LCAP goals, actions, services and expenditures, and the development of an annual comprehensive needs assessment developed by stakeholders, the following revisions have been made to actions, services, and expenditures outlined in the LCAP in order to meet stated goals:

- Maintain two grant funded elementary counselor positions using Supplemental/Concentration funds in order to sustain these services.
- Provide computer paraprofessional support at each elementary site to implement grade level digital literacy skills and support intervention plans.

- Add a course to support the success of at-risk students transitioning from middle school to high school.
- Implement the California Department of Education Parent Engagement Framework Continuum of Implementation.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board conduct a public hearing on the proposed 2016-2019 LCAP. Stakeholder input will be considered when making final revisions to the LCAP and a final version will be presented to the board for approval at the June 23, 2016 special board meeting.

4. PUBLIC HEARING

4.2 Sierra Sands Unified School District Budget for Fiscal Year 2016-17

BACKGROUND INFORMATION: Education Code 42127 requires that a public hearing will be conducted prior to the adoption of the district's annual budget.

CURRENT CONSIDERATIONS: An opportunity will be provided for public comment on the district's budget for the 2016-17 school year.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the district's budget for the 2016-17 school year. The budget is posted on the district web site at www.ssusd.org.

4. PUBLIC HEARING

4.3 Public Hearing for Initial Sunshine Contract Proposal for 2016-17 from Chapter 188 of the California School Employees Association to the Board of Education

BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association submitted its initial sunshine contract proposal for the 2016-17 school year to the Board of Education at its regular meeting of May 19, 2016.

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 proposal for Initial Sunshine Contract Proposal for 2016-17 from Chapter 188 of the California School Employees Association to the Board of Education.

4. PUBLIC HEARING

4.4 Public Hearing for Statement of Reasons for Assigned and Unassigned Fund Balances for Fiscal Year 2016-2017

BACKGROUND INFORMATION: Education Code 42127(a)(2)(B) requires that a Statement of Reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget be made available at a public hearing prior to the adoption of the district's annual budget.

CURRENT CONSIDERATIONS: School district governing boards are responsible for maintaining fiscal solvency of the school district they govern. Subsequently, Sierra Sands Unified School District reserve levels, as well as its fund balances, are determined by its governing board to meet local priorities and allows the district to save for potential future expected and unexpected expenditures and for eventual economic downturn. With LCFF close to being fully implemented, future increases are expected to be smaller. Sierra Sands is still funded below 2007-08 levels, therefore must be prepared for eventual economic downturn by maintaining fiscally responsible reserves. Sierra Sands Unified School District's board currently maintains a reserve of 5% of expenditures for reserve for economic uncertainty to maintain fiscal solvency, per board Resolution #29 1011 approved at the regular May 19, 2011 board meeting.

An opportunity will be provided for public comment on the district's Statement of Reasons for the 2015-16 school year.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the district's Statement of Reasons for Assigned and Unassigned Ending Fund Balances for the 2016-2017 school year.

District: Sierra Sands Unified
CDS #: 15-73742

**Adopted Budget
2016-17 Budget Attachment**

Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances			
Form	Fund	2016-17 Budget	Objects 9780/9789/9790
01	General Fund/County School Service Fund	\$2,503,286.70	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$0.00	Form 17
Total Assigned and Unassigned Ending Fund Balances		\$2,503,286.70	
District Standard Reserve Level		3%	Form 01CS Line 10B-4
Less District Minimum Reserve for Economic Uncertainties		\$1,501,972.02	Form 01CS Line 10B-7
Remaining Balance to Substantiate Need		\$1,001,314.68	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties			
Form	Fund	2016-17 Budget	Description of Need
01	General Fund/County School Service Fund	\$1,001,314.68	Board fund balance policy requiring available reserves of at least 5% of expenditures for economic uncertainty for responsible fiscal management.
Total of Substantiated Needs		\$1,001,314.68	

Remaining Unsubstantiated Balance \$0.00 Balance should be Zero

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

Sierra Sands Unified School District
Tenth Month Enrollment 2015-16

SCHOOL	2015-16 YTD%	2014-15 YTD%	K	1	2	3	4	5	6	7	8	9-12	SDC	2015-16 TOTAL	2014-15 TOTAL	CHANGE
FALLER	95.8%	95.8%	66	80	80	70	64	64						424	458	-34
GATEWAY	96.0%	96.0%	69	65	60	54	65	65					24	402	389	13
INYOKERN	95.9%	95.9%	33	30	40	26	35	22						186	172	14
LAS FLORES	95.4%	95.4%	75	106	72	83	76	79						491	515	-24
PIERCE	95.0%	95.0%	42	60	38	46	56	53						295	335	-40
RAND	95.3%	95.3%	1	0	5	3	0	0						9	7	2
RICHMOND ANNEX	93.0%	93.2%											85	85	96	-11
RICHMOND	96.4%	96.4%	58	63	56	61	64	60						362	375	-13
TOTAL K -5	95.7%	95.7%	344	404	351	343	360	343					109	2254	2347	-93
MONROE	94.6%	94.6%							173	162	152		37	524	481	43
MURRAY	95.3%	95.3%							198	204	180		37	619	591	28
TOTAL 6 -8	95.0%	95.0%							371	366	332		74	1143	1072	71
BURROUGHS	94.9%	94.9%										1267	63	1330	1329	1
MESQUITE	84.3%	84.3%										36		36	70	-34
TOTAL 9 - 12												1334	63	1366	1399	-33
15-16 TOTAL	1322.6%		344	404	351	343	360	343	371	366	332	1334	246	4794	---	---
14-15 TOTAL		95.3%	432	365	355	359	344	371	354	331	336	1334	237		4818	---
CHANGE		#####	0	39	-4	-16	16	-28	17	35	-4	0	9	---	---	-24

Elementary K - 5

2015-16 2014-15

Regular -

K 344 432

1 - 3 1098 1079

4 - 5 703 715

Special Education -

SDC 109 121

RSP 0 99

Middle 6-8

Regular 1069 1021

Special Education -

SDC 74 51

RSP 0 80

High School 9 - 12

Regular 1267 1264

Continuation 36 70

Special Education -

SDC 63 65

RSP 0 83

Adult

0 451

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of the Annual Budget Plan and the Annual Service Plan for 2016-2017 for the Sierra Sands SELPA

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. This public hearing was held on May 19, 2016 at 7:00 p.m. at the regular meeting of the Sierra Sands Unified School District Board of Education at Ridgecrest City Council Chambers, 100 West California Avenue.

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

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

Annual Budget and Service Plan

Checklist of Items to Submit to the California Department of Education by June 30, 2016

Annual Budget Plan:

- ☐ **Form ABP-01:** Certification of Annual Budget Plan
- ☐ Annual Budget Plan–Page 2
- ☐ Copy of Public Hearing Notice

Annual Service Plan:

- ☐ **Form ASP-03:** Certification of Annual Service Plan
- ☐ **Form ASP-01a:** California Special Education Management Information System (CASEMIS) Service Descriptions
- ☐ **Form ASP-01b:** Modified or Customized CASEMIS Descriptions
 - ☐ Description of CASEMIS Code 900, if applicable
- ☐ **Physical Location of Services Plan–Form ASP-02a**
 - ☐ Annual Service Plan (001)
 - ☐ Other Facilities (002)
 - ☐ Infant Services (003)
 - ☐ Pre-School Services (004)
- ☐ **Facility 32: County Jails** Included in the Plan
- ☐ Copy of Public Hearing Notice

Annual Budget Plan Fiscal Year 2016–17

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)	3,753,265
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	293,808
C	Special Education services to pupils with: (1) severe disabilities , and (2) low-incidence disabilities	SACS Goal Code 5710	77,099
		SACS Goal Code 5730	536,458
		SACS Goal Code 5750	1,258,139
D	Special education services to pupils with non-severe disabilities	SACS Goal Code 5770	3,869,917
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments	Any SACS Goal Code with SACS Function Code 1130 ¹	49,298
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2 (SELPA Program Specialists Funding)	SACS Goal Code 5050	0
		SACS Goal Code 5060	0
G	The use of property taxes allocated to the special education local plan area pursuant to EC Section 2572	Statement is included in Local Plan	

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

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

California Special Education Management Information System
Service Descriptions

Special Education Local Plan Area:

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

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

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	Adapted physical education: 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.	x			5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	Health and nursing–specialized physical health care services: 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.	x			5 CCR Section 3051.12; 30 EC sections 56363, 49423.5(d) 34 CFR Section 300.107;
436	Health and nursing–other services: 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.	x			5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customized Service Descriptions

Special Education Local Plan Area:

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California Department of Education Form ASP-01b (rev March 2016)			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
				Yes	No	
900	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 physical education teacher at the school that the child is attending.	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	330 415 425 435 510 515 530 715 720 725 730 820 830 840 865 870 890 900
6009294 Pierce Elementary	10	330 415 510
6009310 Murray Middle	10	330 415 425 435 436 510 515 520 900
6009328 Richmond Elementary	10	210 330 340 415 435 436 450 520 725 900
6009609 Inyokern Elementary	10	330 415 450
6009617 Monroe (James) Middle	10	330 415 435 725 730 900
6009625 Las Flores Elementary	10	330 415 450
6009633 Faller Elementary	10	330 415
6110712 Gateway Elementary	10	330 415 510 515
1530054 Mesquite Continuation High	20	330 510 515 820 840 890
1530054 Mesquite Continuation High	24	210 510 520 820 840 890

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.
1531367 Burroughs High	40	330 510 520 820 840 890

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

SELPA:1513 Sierra Sands SELPA

LEA:1573742 SIERRA SANDS

Infant Services (003)		
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	210 240 250 450 460 710 980
0119495 Sierra Vista Education Center	10	250 990

Please ensure that the following are included on this form: (Ages 0-2)	
40-Home	45 Hospital Facility
62-Child Devt. or Child Care	65- Extended Day Care
10 Public Day School	19- Other Public School/Facilities
11- Public Residential School	
00-No School	

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	230 415
0119495 Sierra Vista Education Center	10	415
6009294 Pierce Elementary	10	415
6009328 Richmond Elementary	10	330 415 436 450 900
6009609 Inyokern Elementary	10	415
6009625 Las Flores Elementary	10	415
6009633 Faller Elementary	10	330 415
6110712 Gateway Elementary	10	330 415
611071A *** Sch Code Not Found *** Gateway Preschool	10	230 330 350 415 450 900
6009328 Richmond Elementary	40	330 415
0119495 Sierra Vista Education Center	61	415
0119495 Sierra Vista Education Center	62	415
0119495 Sierra Vista Education Center	63	415

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.

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of Local Education Agency Plan (LEAP)

BACKGROUND INFORMATION: The Elementary and Secondary Education Act (ESEA) requires school districts to develop a Local Educational Agency Plan (LEA Plan) as a requirement for receiving categorical federal funding. The LEA Plan is based on the Elementary and Secondary Education Act's (ESEA) 5 performance goals and 12 indicators. The LEA Plan describes the actions that SSUSD will take to ensure that it meets certain programmatic requirements.

The original Sierra Sands Unified School District LEA Plan was approved by the board on May 29, 2003 and approved by the California SBE in July 2003. Sierra Sands entered Title 1 Program Improvement in 2011 and entered Year 3 Program Improvement status in 2013-2014 and was identified for corrective action in 2014-15. Sierra Sands has been identified for Title III improvement status for more than four consecutive years (Year 4+) and is required to modify curriculum, program, and method of instruction provided to English learners outlined in LEAP Plan Goal 2 as well as provide a budget update for Goal 2.

While the Elementary and Secondary Education Act (ESEA) of 1965 has been reauthorized as the Every Student Succeeds Act (ESSA) and signed into law by President Obama on December 10, 2015, most of the provisions of the ESSA will not take effect until the 2017–18 school year. The Local Educational Agency (LEA) Plan process remains the same at this time.

CURRENT CONSIDERATIONS: The 2016-17 school year serves as a transition year for states and LEAs. The California State Board of Education approved the CDE's ESSA Transition Plan on May 11, 2016. The 2016-17 Transition Plan outlines requirements for Program Improvement, School Choice, Supplemental Education Services, and Parent Notifications:

1. Students who previously transferred to a non-PI school under NCLB can remain in that school until the child has completed the highest grade in that school.
2. LEAs may, but will not be required to, offer the Title I, Part A Choice to any eligible students.
3. LEAs that have students who previously transferred to a non-PI school based upon Title I, Part A must set aside funds for Choice-related transportation.
4. LEAs with schools identified in PI Year 2 and beyond must provide alternative supports to eligible students in the 2016-17 school year. LEAs must set aside a reasonable amount of Title I, Part A funds for alternative supports.

5. Alternative supports will be locally defined but should be designed to meet the academic needs of students, and specifically to increase the academic achievement of socioeconomically disadvantaged students.
6. For the 2016-17 school year, LEAs are not required to notify parent/guardians of Title I PI status or Title III improvement status; however, LEAs may notify parents/guardians about alternative supports and Choice.
7. To comply with Title III requirements, Goal 2 was revised based on an evaluation of actions taken and the corresponding budget was updated. The Title III LEA Plan Goal 2 will be submitted to the CDE through the California Monitoring Tool upon approval by the board.

FINANCIAL IMPLICATIONS: The LEA Plan must be revised and submitted to the California Department of Education as part of the process for receiving categorical federal funding of approximately \$1,300,000 and to satisfy program improvement requirements.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the revised LEA Plan and Title III LEA Plan Goal 2 for the Sierra Sands Unified School District as presented. Once approved, the revised LEA Plan and Title III LEA Plan Goal 2 will be submitted to the California Department of Education and posted on the district's website.

Application #

Elementary and Secondary Education Act/No Child Left Behind Act of 2001

LOCAL EDUCATION AGENCY PLAN

Mail original and two copies to:

**California Department of Education
School and District Accountability Division
1430 N Street, Suite 6208
Sacramento, California 95814 - 5901**

LEA Plan Information:

Local Educational Agency (LEA): Sierra Sands Unified School District
County/District Code: 15-73742
Dates of Plan Duration: June 2015-2020
(should be five - year plan)
Date of Local Governing Board Approval: June 16, 2016

LEA Information:

Superintendent: Ernest Bell, Jr.
Address: 113 Felspar Street
City, State Zip: Ridgecrest, CA 93555
Phone: 760-499-1600
Fax: 760-375-3338

Signatures (Signatures must be original. Please use blue ink.)

The superintendent and governing board of the LEA submitting the application sign on behalf of all participants included in the preparation of the plan.

Ernest M. Bell, Jr.

June 17, 2016

Printed or typed name of Superintendent

Date

Signature of Superintendent

Michael Scott

June 17, 2016

Printed or typed name of Board President

Date

Signature of Board President

**Local Education Agency Plan
Sierra Sands Unified School District
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Part I

Background and Overview

Background

The No Child Left Behind (NCLB) Act of 2001 embodies four key principles:

- stronger accountability for results;
- greater flexibility and local control for states, school districts, and schools in the use of federal funds
- enhanced parental choice for parents of children from disadvantaged backgrounds, and
- focus on what works, emphasizing teaching methods that have been demonstrated to be effective.

(Text of the legislation can be found at <http://www.cde.ca.gov/nclb/fr/>.)

In May 2002, California's State Board of Education (SBE) demonstrated the state's commitment to the development of an accountability system to achieve the goals of NCLB by adopting five **Performance Goals**:

1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-2014.
2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.
3. By 2005-2006, all students will be taught by highly qualified teachers.
4. All students will be educated in learning environments that are safe, drug-free, and conducive to learning.
5. All students will graduate from high school.

In addition, 12 performance indicators linked to those goals were adopted (see Appendix A), as specified by the U.S. Department of Education (USDE). Performance targets, developed for each indicator, were adopted by the SBE in May 2003.

Collectively, NCLB's goals, along with the performance indicators and targets, constitute California's framework for ESEA accountability. This framework provides the basis for the state's improvement efforts, informing policy decisions by SBE, and implementation efforts by CDE to fully realize the system envisioned by NCLB. It also provides a basis for coordination with California's Legislature and the Governor's Office.

Since 1995, California has been building an educational system consisting of five major components:

- rigorous academic standards
- standards-aligned instructional materials
- standards-based professional development
- standards-aligned assessment
- an accountability structure that measures school effectiveness in light of student achievement.

As a result, California is well positioned to implement the tenets of NCLB.

State and federally funded initiatives aimed at improving student achievement must complement each other and work in tandem in order to have the greatest impact. In California, the state and federal consolidated applications, competitive grants, the state accountability system, the Federal Program Monitoring process, **local educational agency plans**, professional development opportunities, and technical assistance all are moving toward a level of alignment and streamlining. The result of this consolidation will be to provide a cohesive, comprehensive, and focused effort for supporting and improving the state's lowest-performing schools and appropriate reporting mechanisms.

Descriptions of the Consolidated Application, the LEA Plan, and Federal Program Monitoring

In order to meet legislative requirements for specific state and federal programs and funding, California currently employs four major processes: the Consolidated State Application, the Local Educational Agency Plan, the school-level Single Plan for Student Achievement, and Federal Program Monitoring. California is moving toward more closely coordinating and streamlining these processes to eliminate redundancies and make them less labor intensive for LEA's, while continuing to fulfill all requirements outlined in state and federal law.

Below is a brief description of the ways in which these various processes currently are used in California.

The Consolidated Application (ConApp)

The Consolidated Application is the **fiscal** mechanism used by the California Department of Education to distribute categorical funds from various state and federal programs to county offices, school districts, and charter schools throughout California. Annually, in June, each LEA submits Part I of the Consolidated Application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

Part II of the Consolidated Application is submitted in the fall of each year; it contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

The Single Plan for Student Achievement (SPSA)

State law requires that school-level plans for programs funded through the Consolidated Application be consolidated in a Single Plan for Student Achievement (Education Code Section 64001), developed by school site councils with the advice of any applicable school advisory committees. LEA's allocate NCLB funds to schools through the Consolidated Application. LEA's may elect to allocate other funds to schools for inclusion in school plans. The content of the school plan includes school goals, activities, and expenditures for improving the academic performance of students to the proficient level and above. The plan delineates the actions that are required for program implementation and serves as the school's guide in evaluating progress toward meeting the goals.

The Local Educational Agency Plan (LEA Plan)

The approval of a Local Educational Agency Plan by the local school board and State Board of Education is a requirement for receiving federal funding subgrants for NCLB programs. The LEA Plan includes specific descriptions and assurances as outlined in the provisions included in NCLB. In essence, LEA Plans describe the actions that LEAs will take to ensure that they meet certain **programmatic** requirements, including student academic services designed to increase student achievement and performance, coordination of services, needs assessments, consultations, school choice, supplemental services, services to homeless students, and others as required. In addition, LEA Plans summarize assessment data, school goals and activities from the Single Plans for Student Achievement developed by the LEA's schools.

Federal Program Monitoring (FPM)

State and federal law require CDE to monitor the implementation of categorical programs operated by local educational agencies. This state-level oversight is accomplished in part by conducting on-site reviews of eighteen such programs implemented by local schools and districts. Federal Program Monitoring is conducted for each district once every four years by state staff and local administrators trained to review one or more of these programs. The purpose of the review is to verify **compliance** with requirements of each categorical program, and to ensure that program funds are spent to increase student achievement and performance.

Development Process for the LEA Plan

LEAs must develop a single, coordinated, and comprehensive plan that describes the educational services for all students that can be used to guide implementation of federal and state-funded programs, the allocation of resources, and reporting requirements. The development of such a plan involves a continuous cycle of assessment, parent and community involvement, planning, implementation, monitoring, and evaluation. The duration of the plan should be five years. The plan should be periodically reviewed and updated as needed, but at least once each year.

In developing the plan, the LEA will review its demographics, test results, performance, and resources. Given that the majority of such information is readily available in the School Accountability Report Card (SARC), the Academic Performance Index (API) results, and other data sources, the LEA will find the data easy to access via the Internet. (See Appendix B for links to each of the web sites containing student and staff demographic information, SARC, Achievement Data, and API data.) **The LEA is expected to gather and review its own information from these resources and use it to inform the planning process.**

The LEA Plan can serve as a summary of all existing state and federal programs and establish a focus for raising the academic performance of all student groups to achieve state academic standards. In the context of this plan, improvements in instruction, professional development, course offerings, and counseling and prevention programs are means of achieving specific academic and support services goals for all groups of students, including identified underperforming student groups. **Federal law requires that school site administrators, teachers and parents from the LEA (which includes direct-funded charter schools) must be consulted in the planning, development, and revision of the LEA Plan.**

The LEA Plan can be completed using the following recommended steps for plan development:

Step One: Measure the Effectiveness of Current Improvement Strategies

Analyze Student Performance:

Conduct a comprehensive data analysis of student achievement, including multiple measures of student performance. Identify all relevant assessments and apply thoughtful analyses of current educational practices to establish benchmarks aimed at raising academic performance for all students, especially identified student groups.

Tables of data for your schools and district are available online:

- API Reports (<http://www.cde.ca.gov/ta/ac/ap>)
- Standardized Testing and Reporting (STAR) data (<http://www.cde.ca.gov/ta/tg/sr>)
- Title III Accountability Reports (AMAO 1, 2 & 3) for English learners (<http://www.cde.ca.gov/sp/el/t3/acct.asp>)
- AYP Reports (<http://www.cde.ca.gov/ta/ac/ay>)
- CAASPP 2015 Results at <http://caaspp.cde.ca.gov/sb2015/default>

Analyze Current Educational Practices, Professional Development, Staffing, and Parental Involvement:

Identify, review, and analyze data and related information on factors such as educational practices, parent and community involvement, professional development, support services, and resources that have an impact on student learning.

Over the past several years, CDE has developed several self-assessment tools that schools and districts can use to evaluate these factors and others needed to support academic student achievement:

- The Academic Program Survey (APS) - school-level survey of status of implementation of the nine essential program components
- Least Restrictive Environment Assessment - to examine educational practices for students with disabilities
- English Learner Subgroup Self-Assessment (ELSSA) - to improve outcomes for English Learners

These tools can be found in the Virtual Library on the CDE web site at <http://www.cde.ca.gov/ta/lp/vl/improvttools.asp>.

(See Part II, Needs Assessment, for further details.)

Step Two: Seek Input from Staff, Advisory Committees, and Community Members

Seek the input of teachers, administrators, councils, committees, and community members (e.g., school site council; school health council; committees for Limited English Proficient, state compensatory education, gifted and talented education, special education, etc.) The most effective plans are those supported by the entire LEA community. The integration of existing program plans, such as Immediate Intervention/Underperforming Schools Program, High Priority Schools Grant Program, Alternative Education Programs, Focus on Learning: Secondary School Accreditation, and others does not eliminate any program requirements. The combined process must include the requirements of every program involved.

Step Three: Develop or Revise Performance Goals

Using the five NCLB performance goals and indicators (see Appendix A), develop local performance targets that are: a) derived from school and student subgroup performance data and analysis of related, scientifically based educational practices; b) attainable in the period specified in this Plan and consistent with statewide targets for all students and subgroups; c) specific to the participants (i.e., students, teachers, administrators, paraprofessionals); and d) measurable.

Step Four: Revise Improvement Strategies and Expenditures

For **district-operated** programs, identify the participants, expected performance gains, and means of evaluating gains. Indicate specific improvements and practical monitoring of their implementation and effectiveness. For **school-operated programs**, summarize those same elements from approved Single Plans for Student Achievement.

Identify available resources. Aside from fiscal resources available through federal and state funding, programmatic resources are available on the CDE Web site at <http://www.cde.ca.gov>. The Consolidated Application provides funding for **district-operated programs** (including reservations from Title I for various purposes, Title II, Title IV, and Tobacco-Use Prevention) as well as for **school-operated programs** (including Title I, Parts A and D, Title III, Title V, School Improvement, Economic Impact Aid, and 10th Grade Counseling).

Step Five: Local Governing Board Approval

The LEA Plan must be approved by the local governing board prior to submittal to CDE. Ensure that all required signatures are affixed. All subsequent amendments should be approved by the local governing board and kept on file with the original LEA Plan.

Step Six: Monitor Implementation

To verify achievement of performance targets, monitor areas such as:

- a) assignment and training of highly qualified staff;
- b) identification of participants;
- c) implementation of services;
- d) provision of materials and equipment;
- e) initial and ongoing assessment of performance; and
- f) progress made toward establishing a safe learning environment.

The analysis of data (student, school-wide, support services, professional development) is part of the ongoing program monitoring and evaluation. When results are **not** as expected, it may be helpful to consider the following: a) How are performance targets and activities based on student performance and factual assessment of current educational practice? b) How educationally sound is the plan to help reach the targets? c) How timely and effectively is the plan being implemented? d) If the plan has not been implemented as written, what were the obstacles to implementation?

You may use the checklist to indicate planning steps as they are completed.

Planning Checklist for LEA Plan Development

LEA Plan - Comprehensive Planning Process Steps	
[X]	1. Measure effectiveness of current improvement strategies
[X]	2. Seek input from staff, advisory committees, and community members.
[X]	3. Develop or revise performance goals
[X]	4. Revise improvement strategies and expenditures
[X]	5. Local governing board approval
[X]	6. Monitor Implementation

Federal Programs Checklist

Check all applicable programs operated by the LEA.
In the "other" category, list any additional programs that are reflected in this Plan.

Federal Programs	
<input checked="" type="checkbox"/>	Title I, Part A
<input type="checkbox"/>	Title I, Part D, Neglected/Delinquent
<input checked="" type="checkbox"/>	Title II, Part A, Subpart 2, Improving Teacher Quality
<input type="checkbox"/>	Title II, Part D, Enhancing Education Through Technology
<input checked="" type="checkbox"/>	Title III, Limited English Proficient
<input checked="" type="checkbox"/>	Title III, Immigrants
<input type="checkbox"/>	Adult Education
<input checked="" type="checkbox"/>	Career Technical Education (Perkins)
<input type="checkbox"/>	McKinney - Vento Homeless Education
<input checked="" type="checkbox"/>	Individuals with Disabilities Education Act (IDEA), Special Education
<input type="checkbox"/>	21 st Century Community Learning Centers
<input type="checkbox"/>	Other (describe):

State Programs Checklist

Check all applicable programs operated by the LEA.
In the "other" category, list any additional programs that are reflected in this Plan.

State Programs	
<input type="checkbox"/>	Economic Impact Aid (EIA) - State Compensatory Education
<input type="checkbox"/>	EIA - Limited English Proficient
<input checked="" type="checkbox"/>	After School Education and Safety Programs
<input checked="" type="checkbox"/>	Child Development Programs
<input type="checkbox"/>	Educational Equity
<input type="checkbox"/>	Gifted and Talented Education
<input type="checkbox"/>	School Safety and Violence Prevention Act (AB1113, AB 658)
<input type="checkbox"/>	Healthy Start
<input type="checkbox"/>	Dropout Prevention and Recovery Act: School Based Pupil Motivation and Maintenance Program (SB 65)
<input type="checkbox"/>	Other (describe):

District Budget for Federal Programs

Programs	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
Title I, Part A		1,075,717		85%
Title I, Part D Neglected/Delinquent				
Title II Part A, Subpart 2 Improving Teacher Quality		176,262		85%
Title II, Part D Enhancing Education Through Technology				
Title III Limited English Proficient		36,624		98%
Title III Immigrants				
Adult Education		127,750		
Career Technical Education (Perkins)		42,706		85%
McKinney - Vento Homeless Education				
IDEA, Special Education		905,029		85%
21st Century Community Learning Centers				

District Budget for State Programs

Categories	Prior Year District Carryovers	Current Year District Entitlements	Current Year Direct Services to Students at School Sites (\$)	Current Year Direct Services to Students at School Sites (%)
EIA - State Compensatory Education				
EIA - Limited English Proficient				
After School Education and Safety Program		325,934		85%
Child Development Prog (State preschool)		483,928		85%
Educational Equity				
Gifted and Talented Education				
School Safety and Violence Prevention Act				
Tenth Grade Counseling				
Healthy Start				
Dropout Prevention and Recovery Act				
Other (describe)				

Part II The Plan

Needs Assessment

The passage of NCLB imposes a number of significant new requirements on LEAs as conditions for funding provided at the state and local levels. Among these are reporting requirements designed to facilitate accountability for improving **student academic performance, teacher quality, and school safety**. As such, a needs assessment to determine strengths and weaknesses in these areas must be conducted.

In determining specific areas of need to be addressed in the plan, the LEA should review its demographics, test results, and resources. The majority of such information is readily available on the LEA's School Accountability Report Card (SARC), performance results, the California English Language Development Test (CELDT) results, the Academic Performance Index (API) results, CBEDS, DataQuest, and other data sources. This data is easily accessible via the Internet (see Appendix B for links to each of the Web sites that contain student and staff demographic information, SARC, performance results, CELDT, and API data). The LEA is expected to gather and review its own information from these resources to determine strengths and needs and to shape the planning process.

Academic Performance

The needs assessment should include a focus on the academic areas highlighted in California's Performance Goals 1, 2, 3, and 5 (see Appendix A for a full listing of all of California's Performance Goals and Indicators), including:

- Statewide standards, assessment, and accountability
- Local assessments and accountability
- Coordination and integration of federal and state educational programs
- The LEA academic assessment plan

Through the LCAP the district is reviewing specific academic indicators in addition to the LEA Plan indicators.

Teacher Quality

Another component of the needs assessment should examine local needs for professional development and hiring. LEA teachers and administrators should participate in this process to identify activities that will provide:

- Teachers with the subject matter knowledge and teaching skills to provide all students the opportunity to meet challenging state academic achievement standards, and
- Principals with the instructional leadership skills to help teachers provide all students the opportunity to meet the state's academic achievement standards.

School Safety and Prevention

The LEA needs assessment also focuses on Performance Goal 4 (see Appendix A). It is based on an evaluation of objective data regarding the incidence of violence, alcohol, tobacco, and other illegal drug use in the elementary and secondary schools and the communities to be served. It includes the objective analysis of the current conditions and consequences regarding violence, alcohol, tobacco, and other illegal drug use, including delinquency and serious discipline problems, among students who attend such schools (including private school students who participate in the drug and violence prevention program). This analysis is based on ongoing local assessment or evaluation activities (Sec. 4115 (a)(1)(A). California's Healthy Kids Survey may also provide useful information in this area. The Survey is available at http://www.wested.org/pub/docs/chks_survey.html.

Descriptions - District Planning

Once local strengths and needs are identified as a result of examining and evaluating current district-level data, specific descriptions can be written of how program goals will be implemented to improve student academic achievement. **On the pages that follow, the LEA will provide descriptions and information about how it plans to address the requirements of NCLB based upon results of the needs assessment.** Collectively, these descriptions, along with the Assurances in Part III of this document, comprise the LEA Plan.

District Profile

In the space below, please provide a brief narrative description of your district. Include your district's vision/mission statement and any additional information about the make-up of your district, including grade levels and demographics of students served, in order to provide background and a rationale for the descriptions included in the LEA Plan.

Mission Statement: 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.

District Goals

1. Provide an academic program aligned with the Common Core State Standards that supports all students with equal opportunity for educational growth and creativity while preparing them for a productive future.
2. Provide district wide data systems to inform the implementation of a variety of student programs, opportunities, strategies, and targeted interventions that maximize student success.
3. Provide opportunities for community input and educational advocacy through communication of goals, activities, and accomplishments in order to represent the desires and utilize the capabilities of our unique community.
4. Provide safe, drug-free, well maintained, culturally sensitive, and appropriately equipped schools to ensure a positive learning environment.

Sierra Sands Unified School District is located in the Indian Wells Valley of California's beautiful high desert. SSUSD is located in the northwest quadrant of the Mojave Desert. The district is isolated from comparable population centers by approximately 120 miles. The district serves a large rural area of approximately 954 square miles with eleven schools including seven elementary schools, two middle schools, one comprehensive high school, and one continuation high school. TK-12 District enrollment according to 2015 CBEDS enrollment is 4,963 and students by ethnicity include 27.16% Hispanic or Latino, 1.40% American Indian or Alaska Native, 4.27% Asian, 0.90% Pacific Islander, 5.61% African American, 58.79% White, and 1.86% Two or More Races. Participants in special programs include 11.34% Students with Disabilities, 8.01% English learners, and 51.98% Free and Reduced Meals participants. Approximately 1.77% of our students attend alternative education. Based on the 2015-16 CALPADS English Language Acquisition Status report, Sierra Sands has 22 languages in the district other than English. Of these languages, 86.43% speak Spanish. The most current CALPADS data, school year 2015-16, indicates that Sierra Sands had 216.99 FTE and a student to teacher ratio of 25.08. The district also operates a state preschool at three elementary sites, three After School Education and Safety (ASES) programs, one before school program, and Adult School.

Students in grades TK-5 attend school at one of seven elementary school sites. Elementary schools operate on a trimester reporting system with parent conferences held in November and March. TK-12 instruction is based on Common Core State Standards for each grade level and subject. Achievement tests and benchmarks are utilized yearly. Parents receive detailed results of all standardized assessments. Gifted and Talented Education (GATE) opportunities are available at all elementary schools. Title I, a program specifically designed to provide students additional assistance, is available at seven schools. Interventions and before-and-after school programs are also available. Student access to after school programs is available at three schools (Faller, Inyokern and Pierce) through After School Education and Safety (ASES) grants.

The district has two middle schools. Instruction is based on Common Core State Standards and articulated with both the elementary and high school courses of study. Gifted and Talented Education services are provided to identified students. A full-time counselor at each school assists students and parents with developing a six year educational plan and ensures that program requirements are met. A variety of extracurricular activities are available, including student government, AVID, and a comprehensive pre-engineering program-Gateway to Technology. Athletic opportunities are offered to students in grades 7 and 8.

Sierra Sands operates two high schools: Sherman E. Burroughs High School and Mesquite Continuation High School. Both schools are accredited by the Western Association of Schools and Colleges and offer a wide range of educational opportunities. Instruction at Burroughs is based on course outlines articulated with the middle school course of study and university requirements. Honors and Advanced placement courses are provided in a number of subjects, and concurrent enrollment at Cerro Coso Community College is offered to students. Proficiency and remedial programs are also provided. At Burroughs, four full-time counselors assist students and parents to ensure that graduation and college entrance requirements are met. Burroughs is a member of the Mojave River League and the Southern Section of the California Interscholastic Federation. A full complement of athletic activities is provided. An award-winning band is part of the extensive performing arts program. Participation in club activities and student government is encouraged.

Burroughs offers a large career technical education program funded by both state and federal funds. Coordination with Cerro Coso and the Kern Community College District occurs to increase articulation efforts.

The district pursues grant opportunities to enhance instructional programs and facilities. Three CTE facility projects, a science computer lab with Vernier equipment, and chrome books in grades 2-12 classrooms have been accomplished over the past three years as a result of grants such as Proposition 1D, Department of Defense, and Common Core Implementation funding. The District also received a \$70 million Department of Defense grant to modernize the high school and build a new middle school.

Mesquite, a Model Continuation High School, offers an alternative program for students 16 years of age or older on a separate campus. One full-time counselor assists students in meeting all graduation requirements, provides social and emotional support, and collaborates with the local community college to enroll students at the college. Students have access to CTE courses at Burroughs. Students have many elective classes at Mesquite to include student government, art, music, and yearbook, all integral parts of the school culture.

The District entered Program Improvement in 2011 and progressed to Year 3-Corrective Action in 2013. Due to the changes in the accountability system and transition to the Every Student Succeeds Act (ESSA), all schools and the district remain frozen at the 2013 status. All sites, the district, and the SELPA completed the survey tools to ensure all essential components are being implemented and to what extent. The District Leadership Team analyzed all data and identified needs based on data. The District Leadership Team prioritized its needs for implementation over the next three years by sites, the SELPA, and the district. Our three prioritized goals are: 1) Curriculum, Instruction, Assessment, and Intervention, 2) Data Systems and Monitoring, and; 3) Professional Development. Using this information, the District revised its LEAP and is implementing its assigned corrective action by the State Board of Education.

The needs assessment developed by stakeholders to address Title I Corrective Action provided a strong foundation for the needs assessment to develop the Local Control Accountability Plan in spring 2014. Based on needs identified from both the federal and state processes, district goals were created, aligned and implemented in state and federal plans (LEAP, Single Plans for Student Achievement, LCAP) to provide a cohesive, comprehensive, and focused effort to support improved student achievement across the district. Parent and community input are used in reviewing and modify this plan throughout the school year and then more extensively on a yearly basis. The revised plan is submitted each year to the board for review and approval.

Local Measures of Student Performance (other than State-level assessments)

Per NCLB Section 1112 regarding Local Educational Agency Plans, each LEA must provide the following descriptions in its Plan:

A description of high-quality student academic assessments, if any, that are in addition to the academic assessments described in the State Plan under section 1111(b) (3), that the local educational agency and schools served under this part will use to:

- a) determine the success of students in meeting the State student academic achievement standards and provide information to teachers, parents, and students on the progress being made toward meeting student academic achievement standards;
- b) assist in diagnosis, teaching, and learning in the classroom in ways that best enable low-achieving students to meet State student achievement academic standards and do well in the local curriculum;
- c) determine what revisions are needed to projects under this part so that such children meet the State student academic achievement standards; and
- d) identify effectively students who may be at risk for reading failure or who are having difficulty reading, through the use of screening, diagnostic, and classroom-based instructional reading assessments.

If the LEA uses such assessments in addition to State Academic assessments, please provide a succinct description below, and indicate grade levels and students served with such assessments.

Also, please describe any other indicators that will be used in addition to the academic indicators described in Section 1111 for the uses described in that Section.

Per NCLB Section 1112 regarding Local Education Agency Plans, each LEA must provide a description of any high-quality student academic assessments, that the local educational agency and schools will use to:

- a) determine the success of students in meeting the State student academic achievement standards and provide information to teachers, parents, and students on the progress being made toward meeting student academic achievement standards;
- b) assist in diagnosis, teaching, and learning in the classroom in ways that best enable low-achieving students to meet State student achievement academic standards and do well in the local curriculum;
- c) determine what revisions are needed to projects under this part so that such children meet the State student academic achievement standards; and
- d) identify effectively students who may be at risk for reading failure or who are having difficulty reading, through the use of screening, diagnostic, and classroom-based instructional reading assessments.

In addition to the academic assessments described in the State Plan, Sierra Sands Unified School District uses:

- Benchmark Performance Assessments
- Teacher Evaluation Component (TK-12
- Multiple measures such as: STAR Early Literacy, STAR Reading, Oral Running Records, Fluency, Accelerated Reading and Math and UC/CSU Math Readiness tests.

The District disaggregates data at the site and district levels for analysis of student achievement by subgroups including English Language Learners, Socio Economically Disadvantaged, Foster, Special Education, ethnic subgroups, and GATE. The District uses Common Core State Standards and local measures to assess student achievement. Results are entered into the District database (AERIES and Illuminate) for access, analysis, and to inform instruction. The District has set a baseline growth percentage and timeline to measure growth toward learning targets. Recommendations for RSP, GATE, before/after school remediation, speech/language referrals, and instructional modifications are based on the comprehensive "picture" these tools provide of students' abilities. Based upon student need and group progress, programs are modified to maintain focus on student achievement toward learning targets.

Benchmark assessments for each grade level and the core programs have been developed and implemented. Benchmark data are entered into Illuminate for ease of analysis and to make instructional decisions. Professional development is provided for data analysis and use of Illuminate, the districts data monitoring system.

The district uses a variety of reading and writing assessments and tracking tools to constantly and consistently track the progress of students toward reading and writing proficiency. Consistent use of these measurement tools provides teachers with instant feedback and an immediate response to student difficulty is recognized and addressed. Teachers are provided state standards based materials and training. The district has implemented its three year plan (2011-2014) to transition to Common Core State Standards and the new assessment system which includes collaboration coaching, instructional materials, and technology.

Performance Goal 1:

All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics, by 2013-2014.

Planned Improvement in Student Performance in Reading

(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditure	Estimated Cost	Funding Source
<p>1. Alignment of instruction with content standards:</p> <p>The District will establish a coherent, comprehensive curriculum in English Language Arts/English Language Development, TK-12. Technical assistance will be provided to all schools identified for program improvement.</p> <p>-The District Leadership Team/PLC will review and revise</p> <ul style="list-style-type: none"> -District goals based on data -Professional development activities will focus on literacy and critical reading as outlined in the Common Core State Standards -District level grade/curricular collaboration will be provided across the district at a minimum of three times per year -Coaches will be provided to refine and deepen the implementation of the Common Core State Standards and assessment system, CAASPP. -Vertical alignment in English Language Arts/English Language Development will be addressed collaborations to ensure consistency in courses -All outlines and pacing schedules will be reviewed and modified to align to Common Core State Standards -Formative and summative assessments will be developed and implemented to monitor student progress in meeting proficiency in Common Core State Standards. -Single Plans for Student Achievement, WASC/Model School, and LCAP action plans will align to District goals. -Train and support the implementation of critical reading and literacy across content areas. 	<p>Assistant Superintendent of Curriculum and Instruction, Teachers, Administrators</p> <p>District Leadership Team</p> <p>Superintendent</p> <p>Assistant Superintendent, Coaches, Teachers</p> <p>Principals</p> <p>School Site Councils</p> <p>WASC Model school teams</p>	<p>Materials costs</p> <p>Teacher release, materials costs</p> <p>Salaries/benefits, materials costs</p> <p>Costs related to each specific goal in site plans</p>	<p>\$100.00</p> <p>\$60,000</p> <p>\$220, 000</p>	<p>General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>Title I, Title IIA, Title III, General Fund Grant funds</p>

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>2. Use of standards-aligned instructional materials and strategies</p> <p>-Provide sufficient materials and training for currently adopted ELA materials:</p> <ul style="list-style-type: none"> • Elementary—Treasures-Macmillan McGraw-Hill • Middle—Glencoe-Grade 6 and Holt-Grades 7-8 • High School—Holt Literature & Language Arts and Expository Reading and Writing Course (ERWC) <p>-Provide training and support of English Learner component of State Approved Textbook and Supplemental Materials including:</p> <ul style="list-style-type: none"> • Treasures-Macmillan McGraw-Hill • Glencoe-Grade 6 and Holt-Grades 7-8 • Cengage EL Supplementary Materials-Grades 6-12 <p>-Provide hardware, software, and training to support the implementation of technology into classroom instruction.</p> <p>-Continue to provide for AVID at the middle and high school levels to support implementation of school wide Common Core instructional strategies.</p> <p>-Continue district wide work with principals and teachers to identify and implement research based intervention programs, strategies, and materials to support students who are not meeting grade level standards.</p> <p>-Provide training in the use of Illuminate to regularly monitor student progress in mastery of Common Core standards.</p>	<p>Assistant Superintendent of Curriculum And Instruction, IMBT trainers</p> <p>Assistant Superintendent and ELD Academic Coach</p> <p>Board, Superintendent, Assistant Superintendent of Curriculum and Instruction, Director of Technology, Coaches, teachers</p> <p>Board, Superintendent, Assistant Superintendent, Principals, Coaches, teachers</p> <p>Assistant Superintendent, Coaches, principals, teachers</p> <p>Assistant Superintendent, Coaches</p>	<p>Training costs, materials costs, teacher release</p> <p>Teacher release, training, materials costs</p> <p>Materials costs, teacher release</p> <p>Professional development, materials costs, license fees</p> <p>Teacher release, materials costs</p> <p>Teacher release, stipends</p>	<p>\$400.00 per identified teacher each year</p> <p>\$400.00 per identified teacher per year</p> <p>General Fund</p> <p>\$4,000 site license fees per site per year. \$1,500 per AVID teacher per year for Summer Institute</p> <p>Trainer stipend-\$35/hr Teacher stipend-\$20/hr</p>	<p>Title IIA, General Fund</p> <p>Title II A, Title III, General Fund</p> <p>General Fund, Title IIA</p> <p>General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>Title I, General Fund</p>

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
3. Extended learning time: -Before, Lunch, and After School Intervention/Remediation -Enrichment Programs -Saturday School -During the school day intensive instruction-Project Teacher, Special Education staff -Literacy support programs -GATE activities -ESL classes and tutoring -Concurrent Enrollment -Full Day Transitional Kindergarten and Kindergarten	Assistant Superintendent, Principals Site Staff Academic Coach	Stipends, materials costs, training costs Materials costs, teacher stipends Materials costs, salaries/benefits Salaries, materials costs, facilities costs Stipends, materials costs Stipends, materials costs Stipends, materials costs Salaries/benefits, materials costs Salaries/benefits	Teacher stipend-\$35/hr Teacher stipend-\$35/hr Teacher stipend-\$35/hr Teacher stipend-\$35/hr Teacher stipend-\$35/hr Teacher stipend-\$35/hr General Fund General Fund	Title I, General Fund, ASES General Fund Title I, General Fund Title I, General Fund Title I, Title III, General Fund General Fund General Fund General Fund
4. Increased access to technology: -Fully implement District Technology Plan -Include the use of technology in district and site goals. -Maintain WAN	Assistant Superintendent, Director of Technology, Principals, Teachers, Coaches Board, Superintendent, Director of Technology, Leadership Team Board, Superintendent, Director of Technology	Hardware, Software, Contracts, Stipends, Supplies, Consultants/Travel Salaries/benefits, materials costs, hardware, software, contracts, stipends, training/travel Contracts	As described in Technology Plan As described in District budget, District Common Core Implementation Plan As described in District budget, District Common Core Implementation Plan	Title IIA, General Fund General Fund General Fund

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>-Increase student and staff access to technology by purchasing hardware and software for use in the classroom</p> <p>-Provide technology support/training for the implementation and use of hardware and software</p> <p>-Identify and implement effective practices for building global connections and 21st Century Skills such as collaboration, creativity, critical thinking and communication.</p> <p>-Investigate blended learning opportunities and the flexibility for students to access classes through multiple environments, including online courses, tutorial and extension activities, and home and school support.</p>	<p>Board, Superintendent, Director of Technology, Assistant Superintendent</p> <p>Board, Superintendent, Director of Technology, Assistant Superintendent, Coaches</p> <p>Assistant Superintendent, Coaches, principals, teachers</p> <p>Assistant Superintendent, Coaches, principals, teachers</p>	<p>Materials costs</p> <p>Teacher release, stipends, salaries/benefits, materials costs</p> <p>Teacher release, training</p> <p>Teacher release</p>	<p>As described in District budget, District Common Core Implementation Plan</p> <p>As described in District budget, District Common Core Implementation Plan</p> <p></p> <p>\$200/license-APEX \$35/student/license-ALEKS</p>	<p>General Fund</p> <p>General Fund</p> <p>General Fund, Title IIA</p> <p>General Fund, Title IIA</p>
<p>5. Staff development and professional collaboration aligned with standards-based instructional materials:</p> <p>-Annually schedule and meet with District Advisory Committees to review, revise, develop and implement district goals based on data.</p> <p>-Annually schedule and implement staff collaboration time at the district level to build awareness and support effective implementation of Common Core State Standards and assessments.</p> <p>-Schedule Instructional Based Materials Training as needed to support full implementation of textbook adoptions</p> <p>-Provide for and support Beginning Teacher Support and Assistance (BTSA)</p> <p>-Provide Coaching support to facilitate the implementation of the Common Core State Standards and assessment system. This includes learning new instructional strategies to increase students' depth of knowledge.</p> <p>-Single Plans, WASC/Model School plans, and LCAP will include professional development as action items.</p> <p>-Support District Initiatives for Professional Development in the areas of: Professional Learning Communities, Common Core Implementation Plan, Illuminate, and AVID</p>	<p>Superintendent Assistant Supt</p> <p>School Site Councils, WASC/Model school teams Superintendent, Assistant Superintendent, Principals, teachers</p>	<p>Materials costs</p> <p>Teacher release, materials costs</p> <p>Teacher release, training costs, materials costs Teacher release, stipends, materials costs</p> <p>Salaries/benefits, materials costs</p> <p>Materials cost Salaries/benefits, stipends, teacher release, materials costs</p>	<p>\$100.00</p> <p></p> <p>\$400 per identified teacher per year</p> <p>Same as above</p>	<p>General Fund</p> <p>General Fund</p> <p>Title I, Title II</p> <p>Title IIA</p> <p>General Fund</p> <p>Title I, Title III, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p>

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation student assessment results to parents):</p> <ul style="list-style-type: none"> -Superintendent's Council will continue to meet regularly so parents, staff, and community members have a means to collaborate with the district and its schools. -The District will maintain up to date information on its website so that staff, parents, and community have access to information such as School Accountability Report Cards, Rights and Responsibilities Handbook, and links to school and district departments. -The District will annually schedule District Advisory Committees and invite participation of staff, parents, and community members so that stakeholders have a means to confer and provide input in the development of district policies -Each site will maintain a School Site Council and English Language Advisory Council, with staff, parent and community representatives. -Parent involvement events are regularly offered by district and school sites such as parent nights, Back to School Night, Open House, parent conferences, and school activities. -Continue to include opportunities for community input and involvement as a district goal. -The District will provide translation services to all school sites to encourage and facilitate parent/school communication and support. 	<p>Superintendent</p> <p>Superintendent</p> <p>Assistant Superintendent</p> <p>Assistant Superintendent, Principals</p> <p>Superintendent, staff</p> <p>Board, Superintendent, staff</p> <p>Assistant Superintendent, Academic coach, Principals, Translators</p>	<p>Materials costs</p> <p>Materials costs</p> <p>Materials costs</p> <p>Materials costs</p> <p>Materials costs, stipends</p> <p>Materials costs</p> <p>Salaries/benefits, materials costs, stipends</p>	<p>\$100.00</p> <p></p> <p></p> <p>\$100.00 per site</p> <p>\$200.00 per site</p> <p></p> <p>\$85,000/year</p>	<p>General Fund</p> <p>General Fund</p> <p>General Fund</p> <p>General Fund</p> <p>Title I, Title III, General Fund</p> <p>General Fund</p> <p>Title 1, Title III, General Fund</p>
<p>7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school):</p> <ul style="list-style-type: none"> • Student Study Teams/ Student Assistance Teams • Community mental health services • Homework assistance • Homeless Services • Independent Study • Develop on-line educational program • Adult ESL classes • Parent technology and CCSS training <p>-Implement and support AVID, ELD, and ALAS classes at middle and high school</p>	<p>Assistant Superintendent, Principals, teachers</p>	<p>Salaries/benefits, materials costs, training</p>	<p>FTE salary schedule</p>	<p>Title I, General Fund</p>

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<ul style="list-style-type: none"> -Promote/Encourage Parent Conferences/meetings/activities -Conduct Kindergarten/Middle School/High School Orientations -Schedule and implement School Attendance Review Board meetings -Provide grade span transition programs for students: Link Crew at BHS, WEB, METS, Safe School Ambassadors -Provide parent support via: Parent Project, Adult ESL, parent nights, parent trainings (technology/CCSS) -Maintain Elementary Counseling support at the elementary level -Collaborate with the community college-dual enrollment and articulation agreements 	Assistant Superintendent Principals, counselors, teachers Coordinator of Pupil Support Services, Students	Training costs, stipends, materials costs Training costs, materials costs Salaries/benefits Materials costs	Teacher stipend-\$35/hr \$1,500 per counselor \$145,000	Title I, General Fund Title III, Title I, General Fund
8. Monitoring program effectiveness: <ul style="list-style-type: none"> -Board Evaluation of Superintendent -Superintendent's Evaluation of Administrator Performance -Federal Program Monitoring Findings -Program and Fiscal Audits Findings -District Leadership Team Action Items -School Site Councils-Single Plans for Student Achievement -Local Control Accountability Plan (LCAP) -Program Review Commendations and Recommendations and -School Performance Status: WASC, Model, Distinguished, API/AYP, Gold Ribbon -Student/Parent/Staff Surveys and Needs Assessments -Annual Assessment Reports to the Board of Education 	Board of Education Superintendent Assistant Superintendents Principals	Materials costs		General Fund Title I, Title IIA, Title III,
9. Targeting services and programs to lowest-performing student groups: <ul style="list-style-type: none"> -Support sites in the effective use of Student Study Teams to analyze student performance and identify needs and appropriate support. 		Training costs, materials costs		Title I, Title IIA, General Fund

Description of Specific Actions to Improve Education Practice in Reading	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<ul style="list-style-type: none"> -Effectively utilize Resource Specialists to analyze student performance, identify needs, and provide appropriate support to increase student achievement. -Continue district level PLC for counseling staff to more effectively identify and address barriers that negatively impact student success. -Provide timely Homeless services to those students who qualify. -Support the effective use of Project Teachers at the elementary level to identify and support students who are not mastering grade level standards. -Assist sites with providing timely and targeted research based interventions, both inside and outside the school day, for students not mastering grade level standards. -Assist sites with the effective use of paraprofessional support to increase student achievement. -Assist sites with the incorporation of technology to include hardware, software and the use of strategies/tools into the curriculum to address the differentiated needs of students. 	<ul style="list-style-type: none"> Director of SELPA, Assistant Superintendent, Principals, Resource Specialists Assistant Superintendent Assistant Superintendent Assistant Superintendent, Principals Assistant Superintendent, Principals Director of SELPA, Assistant Superintendent, Principals Assistant Superintendent, Director of Technology, Coaches, Principals, teachers 	<ul style="list-style-type: none"> Training costs, materials costs Materials costs Food, health, transportation costs, school supplies Salaries/benefits Materials costs, training costs Salaries/benefits, stipends, training costs, materials costs Materials costs, stipends, training costs 	<ul style="list-style-type: none"> 1% of Title I allocation \$5,000/site/year Trainer-\$35/hour Paraprofessional-hourly rate 	<ul style="list-style-type: none"> Title I, Title IIA, General Fund General Fund Title I Title I, General Fund, Title I, Title IIA, Title III, General Fund Title I, Title IIA, General Fund Title I, Title IIA, General Fund
<p>10. Any additional services tied to student academic needs:</p> <ul style="list-style-type: none"> -District Psychologist/Counseling Services/Speech Therapist -District Nurses -Mental Health Therapists -MediCal Services -College Community Services -School Resource Officers -Alternative High School -Independent Study Program 	<ul style="list-style-type: none"> Superintendent Director of SELPA Assistant Superintendent, Principal 	<ul style="list-style-type: none"> Salaries/benefits, materials costs, training costs 		<ul style="list-style-type: none"> General Fund MAA

Performance Goal 1 (continued):

All students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics, by 2013-2014.

Planned Improvement in Student Performance in Mathematics

(Summarize information from district-operated programs and approved school-level plans)

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>1. Alignment of instruction with content standards: The District will establish a coherent, comprehensive curriculum in Mathematics, TK-12. Technical assistance will be provided to all schools identified for program improvement.</p> <ul style="list-style-type: none"> -The District Leadership Committee/PLC will review and revise district goals based on data -Professional development activities will focus on Common Core State Standards and mathematical practices. -District level grade/content area professional development will be provided across the district at a minimum of three times per year. -Coaches will be provided to facilitate and assist with the transition to the Common core Standards and assessment system, CALMAPPS -Vertical alignment in Mathematics will be addressed in professional development to ensure consistency in content/courses. -All curriculum outlines and pacing schedules will be reviewed and modified to align to Common Core State Standards. -Formative and summative assessments will be developed and implemented to monitor student progress in meeting proficiency in Common Core State Standards. -Single Plans for Student Achievement, WASC/Model School 	<p>Assistant Superintendent, Teachers, Administrators</p> <p>District Leadership Committee Coaches Teachers School Site Councils</p> <p>WASC/Model School teams</p>	<p>Materials costs</p> <p>Teacher release, materials costs</p> <p>Salaries/benefits, materials costs</p> <p>Costs related to each specific goal in site plans</p>		<p>General Fund</p> <p>Title I, Title IIA</p>
<p>2. Use of standards-aligned instructional materials and strategies:</p> <ul style="list-style-type: none"> -Review, revise, and create math pathways that align to the Common Core State Standards -Develop and implement new mathematics courses that support the math pathways 	<p>Assistant Superintendent, Coaches, teachers</p> <p>Assistant Superintendent, counselors, Coaches, teachers</p>	<p>Teacher release, training costs</p> <p>Teacher release, stipends, training costs</p>		<p>General Fund Title IIA</p> <p>Title IIA</p>

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
-Implementation of mathematics instructional materials for grades 9-12 fall 2015 and continuation of professional development and support for TK-12 to increase student achievement in math.	District Textbook Selection Committee, District Instructional Materials Selection Committee	Teacher release		Title IIA
-Provide hardware, software, and training to support the implementation of technology into classroom instruction.	Assistant Superintendent, Director of Technology, Principals, Coaches	Salaries/benefits, materials costs, training costs		
-Continue to provide for AVID at the middle and high school levels to support implementation of school wide Common core instructional strategies.	Assistant Superintendent, Principals	Professional development, materials costs, license fees		Title IIA
-Continue district wide work with principals and teachers to identify and implement research based intervention programs, strategies, and materials to support students who are not at the proficient level.	Assistant Superintendent, Coaches	Teacher release, materials costs		Title I, Title IIA, Title III, General Fund
-Provide training in the use of Illuminate to regularly monitor student progress in mastery of Common Core standards.	Assistant Superintendent, Coaches	Teacher release, stipends		Title I, Title IIA, Title III, General Fund
3. Extended learning time:				Title I, Title IIA, Title III, After School Education and Safety, General Fund
-Before, Lunch, and After School Intervention/Remediation/Enrichment	Assistant Superintendent, Director of SELPA, Principals, teachers	Salaries/benefits, materials costs		Title I, Title III, General Fund
-During the school day intensive instruction-Project Teacher, Special Education	Assistant Superintendent, Principal, teachers	Salaries/benefits, materials costs, facilities costs		Title I, General Fund
-Summer School	Assistant Superintendent, Principals, teachers	Stipends, materials costs		General Fund
-GATE activities	Assistant Superintendent, Principals, teachers	Salaries/benefits, materials costs		General Fund
-Concurrent Enrollment				
-Full Day Transitional Kindergarten and Kindergarten	Assistant Superintendent, Principals, teachers	Salaries/benefits		General Fund

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>4. Increased access to technology</p> <ul style="list-style-type: none"> -Fully implement District Technology Plan -Include the use of technology in district and site goals. -Maintain WAN. -Increase student and staff access to technology by purchasing hardware and software for use in the classroom. -Provide technology support/training for the implementation and use of hardware and software -Identify and implement effective practices for building global connections and 21st Century Skills such as collaboration, creativity, critical thinking and communication. -Investigate blended learning opportunities and the flexibility for students to access classes through multiple environments, including online courses, tutorial and extension activities, and home and school support. 	<p>Assistant Superintendent, Director of Technology, Principals, Teachers</p> <p>Board, Superintendent, Director of Technology, Leadership Team</p> <p>Board, Superintendent, Director of Technology</p> <p>Board, Superintendent, Director of Technology</p> <p>Board, Superintendent, Asst. Superintendent, Director of Technology, Coaches</p> <p>Assistant Superintendent, Coaches, Principals, teachers</p> <p>Assistant Superintendent, Coaches, Principals, teachers</p>	<p>Hardware, Software, Contracts, Stipends, Materials, Consultants, Travel</p> <p>Salaries/benefits, materials costs, hardware, software, contracts, stipends, training/travel</p> <p>Contracts</p> <p>Materials costs</p> <p>Teacher release, stipends, salaries/benefits, materials costs</p> <p>Teacher release</p> <p>Teacher release, training</p>	<p>As described in District budget, District Common Core Implementation Plan</p> <p>As described in District budget, District Common Core Implementation Plan</p> <p>As described in District budget, District Common Core Implementation Plan</p> <p>As described in District budget, District Common Core Implementation Plan</p> <p></p> <p></p>	<p>Title IIA, General Fund</p> <p>General Fund</p> <p>General Fund</p> <p>General Fund, Title IIA</p> <p>General Fund, Title IIA</p>
<p>5. Staff development and professional collaboration aligned with standards-based instructional materials:</p> <ul style="list-style-type: none"> -Support District Initiatives for professional development in the areas of: Professional Learning Communities (data analysis, collaboration, identification of best practices, intervention) -Annually schedule and meet with District Advisory Committees to review, revise, develop and implement district goals based on data. -Annually schedule and implement staff collaboration time at the district level to build awareness and support effective implementation of Common Core State Standards/assessments 	<p>Superintendent, Cabinet, Principals, staff</p> <p>Assistant Superintendent</p> <p>Assistant Superintendent</p> <p>Assistant Superintendent</p>	<p>Salaries/benefits, stipends, materials costs, training costs, contracts, fees</p> <p>Materials costs</p> <p>Teacher release, materials costs</p> <p>Teacher release, training cost, materials cost</p>		<p>Title I, Title IIA, Title III, General Fund</p> <p>General Fund</p> <p>General Fund</p> <p>Title I, Title IIA</p>

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<ul style="list-style-type: none"> -Schedule Instructional Based Materials Training as needed to support implementation of textbook adoptions -Provide for and support Beginning Teacher Support and Assistance (BTSA) -Provide Coaches to facilitate and support the implementation of the Common Core State Standards and assessment system. This includes learning new instructional strategies to increase students' depth of knowledge. -Ensure Single Plans, WASC/Model School, and LCAP plans align to District goals and include professional development as action items. 	<p>Assistant Superintendent</p> <p>Superintendent, Assistant Superintendent</p> <p>School site Councils, WASC/Model School teams</p>	<p>Teacher release, stipends, materials costs</p> <p>Salaries/benefits, materials costs</p> <p>Materials costs</p>		<p>General Fund</p> <p>Title I, Title III, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p>
<p>6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents):</p> <ul style="list-style-type: none"> -Superintendent's Council will continue to meet regularly so that parents, staff, and community members have a means to collaborate with the district and its schools. -The District will maintain up to date information on its website so that staff, parents, and community have access to information such as School Accountability Report Cards, District Rights and Responsibilities Handbook, and links to school sites and district departments. -The District will annually schedule District Advisory Committees and invite participation of staff, parents, and community members so that stakeholders have a means for input in the development of district policies and procedures. -Each site will maintain a School Site Council and English Language Advisory Council, with staff, parent and community representatives. -Parent involvement events are regularly offered by district and school sites such as parent nights, Back to School Night, Open House, parent conferences, and school activities. -Continue to include opportunities for community input and involvement as a district goal. -The District will provide translation services to all school sites to encourage and facilitate parent/school communication and support. 	<p>Superintendent</p> <p>Superintendent</p> <p>Assistant Superintendent</p> <p>Assistant Superintendent, Principals</p> <p>Superintendent, staff</p> <p>Board, Superintendent, staff</p> <p>Assistant Superintendent, Academic Coach, Translators</p>	<p>Materials costs</p> <p>Materials costs</p> <p>Materials costs</p> <p>Materials costs</p> <p>Materials costs, stipends</p> <p>Materials costs</p> <p>Salaries/benefits, materials costs</p>		<p>General Fund</p> <p>General Fund</p> <p>General Fund</p> <p>General Fund</p> <p>Title I, Title III, General Fund</p> <p>General Fund</p> <p>Title III, General Fund</p>

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
7. Auxiliary services for students and parents (including transition from preschool, elementary, and middle school): <ul style="list-style-type: none"> • Student Study Teams/ Student Assistance Teams • Parent Conferences • Elementary Counseling • Summer school and/or Interventions <p>-Community mental health services</p> <p>-Homework assistance/Tutoring</p> <p>-Homeless Services</p> <p>-Independent Study</p> <p>-Promote/Encourage parent conferences/meetings/activities</p> <p>-Conduct TK/Kindergarten/Middle School/High School Orientations</p> <p>-Schedule and implement School Attendance Review Board meetings</p> <p>-Provide grade span transition programs for students: Link Crew at BHS, WEB, METS, Ambassadors</p> <p>-Provide parent support via: Parent Project, Adult ESL, parent technology/CCSS trainings</p>	<p>Director of SELPA, Principals, Counselors</p> <p>Assistant Superintendent, Principals, teachers</p> <p>Counselors</p> <p>Director of SELPA/PSS</p> <p>Coaches</p> <p>Staff</p>	<p>As identified by staff</p> <p>Stipends, materials costs</p> <p>As identified by staff-food, transportation, school supplies</p> <p>Salaries/benefits, materials costs, licenses</p> <p>Stipends, materials costs</p>		<p>General Fund</p> <p>Title 1, Title III, General Fund</p> <p>Title I</p>
8. Monitoring program effectiveness: <p>-Board Evaluation of Superintendent</p> <p>-Superintendent's Evaluation of Administrator Performance</p> <p>-Federal Program Monitoring Findings</p> <p>-Program and Fiscal Audit Findings</p> <p>-District Advisory Council Action Items</p>	<p>Board of Education</p> <p>Superintendent</p> <p>Superintendent</p> <p>Superintendent</p> <p>Assistant Superintendent</p>	<p>Materials costs</p> <p>Materials costs</p> <p>Materials costs</p> <p>Materials costs</p> <p>Materials costs</p>		<p>General Fund</p> <p>General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>General Fund</p>

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<ul style="list-style-type: none"> -School Site Councils-Single Plans for Student Achievement -Program Review Commendations and Recommendations and School Performance Status: WASC, Model, Distinguished, API/AYP, Gold Ribbon -Student/Parent/Staff Surveys and Needs Assessments -Annual Assessment Reports to the Board of Education -Local Control Accountability Plan (LCAP) 	<ul style="list-style-type: none"> Assistant Superintendent, Principals Superintendent, Cabinet, Principals Principals Superintendent, Assistant Superintendent 	<ul style="list-style-type: none"> Materials costs Materials costs Materials costs Materials costs 		<ul style="list-style-type: none"> Title I, Title IIA, Title III, General Fund General Fund Title I, General Fund General Fund
<p>9. Targeting services and programs to lowest-performing student groups:</p> <ul style="list-style-type: none"> -Support sites in the effective use of Student Study Teams to analyze student performance and identify needs and appropriate support. -Effectively utilize Resource Specialists to analyze student performance, identify needs, and provide appropriate support to increase student achievement. -Continue district level PLC for counseling staff to more effectively identify and address barriers that negatively impact student success. -Provide timely Homeless services to those students who qualify. -Support the effective use of Project Teachers at the elementary level to identify and support student who are not mastering grade level standards. -Assist sites with providing timely and targeted research based interventions, both inside and outside the school day, for students not mastering grade level standards. -Assist sites with the effective use of paraprofessional support to increase student achievement. -Assist sites with the incorporation of technology to include hardware, software, and the use of strategies/tools into the curriculum to address the differentiated needs of students. 	<ul style="list-style-type: none"> Assistant Superintendent, Principals Director of SELPA, Assistant Superintendent, Principals, Resource Specialists Assistant Superintendent Assistant Superintendent Assistant Superintendent, Principals Assistant Superintendent, Principals Director of SELPA, Assistant Superintendent, Principals Assistant Superintendent, Director of Technology, Coaches, Principals, teachers 	<ul style="list-style-type: none"> Training costs, materials costs Training costs, materials Materials costs As identified by staff-food, transportation, school supplies Salaries/benefits Salaries/benefits, stipends, training costs, materials costs Salaries/benefits, stipends, training costs, materials costs Salaries/benefits, materials costs, stipends, training costs 		<ul style="list-style-type: none"> Title I, Title IIA, Title III, General Fund
<p>10. Any additional services tied to student academic needs:</p> <ul style="list-style-type: none"> -The District provides Psychologist/Counseling and/or Mental Health Therapists/Speech Therapist services for those students who qualify. -The District provides Nursing services to eliminate any barriers to learning. 	<ul style="list-style-type: none"> Superintendent, Director of SELPA Superintendent, Director of SELPA 	<ul style="list-style-type: none"> Salaries/benefits, materials costs, training costs Salaries/benefits, materials costs, training costs 		<ul style="list-style-type: none"> Special Education General Fund General Fund

Description of Specific Actions to Improve Education Practice in Mathematics	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<ul style="list-style-type: none"> -The District assists with Medi-Cal services as needed. -The District assists with connecting students and their families to community resources as needed. -The District employs School Resources Officers to ensure a safe and nurturing learning environment. -The District offers Alternative Education (16 years and older) for those students who need more individualized instruction and support. -The District offers Independent Study for students who cannot attend school at the school site. 	Principals Counselors	<ul style="list-style-type: none"> As determined by staff As determined by staff Salaries/benefits, materials costs, training costs Salaries/benefits, materials costs, training costs Salaries/benefits, materials costs, training costs 		MAA

Performance Goal 2:

All limited-English-proficient (LEP) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

Planned Improvement in Programs for LEP Students and Immigrants (Title III)

(Summarize information from district-operated programs and approved school-level plans)

Description of How the LEA is Meeting or Plans to Meet this Requirement	
Required Activities	
<p>1. (Per Sec. 3116(b) of NCLB, this Plan must include the following:</p> <p>a. Describe the programs and activities to be developed, implemented, and administered under the subgrant;</p> <p>b. Describe how the LEA will use the subgrant funds to meet all annual measurable achievement objectives described in Section 3122;</p> <p>c. Describe how the LEA will hold elementary and secondary schools receiving funds under this subpart accountable for:</p> <ul style="list-style-type: none">• meeting the annual measurable achievement objectives described in Section 3122;• making adequate yearly progress for limited-English-proficient students (Section 1111(b)(2)(B));• annually measuring the English proficiency of LEP students so that the students served develop English proficiency while meeting State Academic standards and student achievement (Section 1111(b)(1)); <p>d. Describe how the LEA will promote parental and community participation in LEP programs.</p>	<p>a. The district will provide a comprehensive ELD program that delivers both integrated and designated ELD instruction in an effort to increase the English proficiency and academic proficiency of each English Learner. Two placements are offered in the district: Structured English Immersion and English Language Mainstream. Placement in each program is based upon the English proficiency level of each English Learner. Daily ELD instruction is provided at all levels. Primary Language support is provided as needed to assist students in learning the core curriculum.</p> <p>b. ELD instruction is provided by the general fund and supplemented by Title I when appropriate. Title III funding will be used to support supplementary teacher training in ELD instruction aligned to Common Core State Standards and implementation of ELA/ELD Framework. Supplemental parent education and training activities may be supported through general fund or Title III as appropriate. No federal funds will be used to support ELAC, DELAC and other state required activities such as testing.</p> <p>c. The District ensures that teachers have proper EL certification or are in training to teach English Learner students. Teachers are provided training in the new ELA/ELD Framework and Common Core State Standards in district professional development. Ongoing professional development is provided to develop and implement Integrated and Designated ELD to ensure ELs receive a comprehensive program that provides access to the core curriculum and increases English proficiency as measured by local common assessments, state testing, and AMAO targets.</p> <p>d. Each school site holds EL advisory meetings (ELAC) with parent members. The district conducts District English Language Learner meetings (DELAC). The advisory meeting agendas focus on parent and student information and needs. Advisory groups receive training in required elements (4 for ELAC and 8 for DELAC). Parents are encouraged to receive further training through participation in conferences at district expense. Parent and student information is sent out in English and Spanish as required. The EL Clerks make personal phone calls to parents for parent participation and ensures that every parent is contacted for meetings and important information.</p>

Description of How the LEA is Meeting or Plans to Meet this Requirement	
Required Activities	
<p>2. Describe how the LEA will provide high quality language instruction based on scientifically based research (per Sec. 3115(c).</p> <p>The effectiveness of the LEP programs will be determined by the increase in:</p> <ul style="list-style-type: none"> English proficiency; and Academic achievement in the core academic subjects 	<p>The District Instructional Materials Selection Committee has reviewed researched based State Approved programs, textbooks, and materials. A district committee has evaluated the programs, textbooks, and materials and recommended their best options to the Board of Education for meeting the needs of our students. The Board of Education has adopted the programs recommended by the District Instructional Materials Selection Committee. English Learner teachers have proper certification or are in training to teach English Learner students. Teachers are provided training in the new ELA/ELD Common Core State Standards in district professional development. Our programs are comprehensive and provide all students access to the core curriculum. Progress will be measured using AMAOs.</p>
<p>3. Provide high quality professional development for classroom teachers, principals, administrators, and other school or community-based personnel.</p> <p>a. designed to improve the instruction and assessment of LEP children;</p> <p>b. designed to enhance the ability of teachers to understand and use curricula, assessment measures, and instruction strategies for limited-English-proficient students;</p> <p>c. based on scientifically based research demonstrating the effectiveness of the professional development in increasing children's English proficiency or substantially increasing the teachers' subject matter knowledge, teaching knowledge, and teaching skills;</p> <p>d. long term effect will result in positive and lasting impact on teacher performance in the classroom.</p>	<p>a. The district provides training in the alignment of both the Common Core State Standards and the ELD standards using the ELA/ ELD Framework as a guide to drive instructional practices and program delivery. Through the use of Common Assessments and Formative Assessment practices, the progress of ELs is monitored and used to determine instructional needs. District wide and site grade level and department collaborations focus on Common Core Standards implementation including how to address the needs of ELs.</p> <p>b. Administrators and teachers are provided with training on Common Core State Standards, ELD Standards, and ELA/ELD Framework. The ELA/ELD Framework guides implementation of effective ELD strategies and practices.</p> <p>c. The district has set yearly targets for growth in student achievement to ensure that all students meet the proficiency level targets. The district will compare student data to set targets to analyze the effectiveness of programs and training.</p> <p>d. Students' achievement will be tracked from year to year (longitudinal) to determine if teaching strategies and programs are consistent and provide progress toward meeting proficiency. Ongoing grade level and department collaborations have been established to promote data driven monitoring of student achievement and teacher effectiveness.</p>
<p>4. Upgrade program objectives and effective instructional strategies.</p>	<p>Check if Yes: [X]</p> <p>If yes, describe:</p> <p>Staff members will participate in long term, research based professional development in order to identify and effectively implement instructional strategies. Teachers will receive training in Common Core State Standards, ELD Standards, technology and integrating technology into instruction and effective instructional strategies that promote improved student achievement.</p>

Planned Improvement in Programs for LEP Students and Immigrants (Title III)

(Summarize information from district-operated programs and approved school-level plans)

Description of How the LEA is Meeting or Plans to Meet this Requirement	
Allowable Activities	
<p>5. Provide:</p> <ul style="list-style-type: none"> a. tutorials and academic or vocational education for LEP students; and b. intensified instruction. 	<p>Check if Yes: [X]</p> <p>If yes, describe: Students identified as not making sufficient progress are provided intensive support within the school day. Students are also encouraged to participate in intensive intervention opportunities beyond the school day. Additional paraprofessional or teacher support may be provided to reduce the adult to student ratio. In addition to college preparation, EL students are actively encouraged to attend career technical education classes, including CTE courses.</p>
<p>6. Develop and implement programs that are coordinated with other relevant programs and services.</p>	<p>Check if Yes: [X]</p> <p>If yes, describe: The District implemented a MCSAP Grant focused on increasing math achievement in grades 5, 7 and in Algebra using technology. EL students needing credit recovery are provided additional support in summer school to retrieve college preparatory coursework. EL parents are being provided with technology training/support to assist student learning at home.</p>
<p>7. Improve the English proficiency and academic achievement of LEP children.</p>	<p>Check if Yes: [X]</p> <p>If yes, describe: The district provides ELD courses at the middle and high school levels to support newcomers. Supplementary materials have been purchased to meet individual student needs based upon CELDT performance. Teacher ELA/ELD training is consistent and ongoing in district professional development.</p>
<p>8. Provide community participation programs, family literacy services, and parent outreach and training activities to LEP children and their families -</p> <ul style="list-style-type: none"> • To improve English language skills of LEP children; and • To assist parents in helping their children to improve their academic achievement and becoming active participants in the education of their children. 	<p>Check if Yes: [X]</p> <p>If yes, describe: Adult ESL and support activities for parents and children are provided. Parent trainings are being provided to EL parents to assist them with supporting student learning at home.</p>
<p>9. Improve the instruction of LEP children by providing for -</p> <ul style="list-style-type: none"> • The acquisition or development of educational technology or instructional materials • Access to, and participation in, electronic networks for materials, training, and communication; and • Incorporation of the above resources into curricula and programs. 	<p>Check if Yes: [X]</p> <p>If yes, describe: Chrome books have been purchased for grades 2-5 and for students in English, math, science, and history in grades 6-12 to support implementation of CCSS. Google Apps has been implemented across the district. Teachers are provided with technology training and support to increase technology embedded lessons via three technology coaches both in and</p>
<p>10. Other activities consistent with Title III.</p>	<p>Check if Yes: []</p> <p>If yes, describe:</p>

Performance Goal 2 (continued):
Plans to Notify and Involve Parents of Limited-English-Proficient Students

Parents of Limited-English-Proficient students must be notified:

The outreach efforts include holding and sending notice of opportunities for regular meetings for the purpose of formulating and responding to recommendations from parents.

Description of How the LEA is Meeting or Plans to Meet this Requirement	
Required Activities	
1. LEA informs the parent/s of an LEP student of each of the following (per Sec. 3302 of NCLB):	
a. the reasons for the identification of their child as LEP and in need of placement in a language instruction educational program;	a. Each parent of a student who registers at SSUSD automatically completes a home language survey. If the survey indicates a language other than English on any of the first three lines, the student is enrolled in school and tested, not later than 30 days after enrollment, to determine if the student is to be classified as an English Learner. Parents are notified of the results of the test verbally and in writing (English and Spanish). If the parent agrees, the student is placed in the most appropriate learning program to best meet his/her needs. All EL students receive EL services. Each parent receives a notice of student placement no later than 30 days after the start of the academic year.
b. the child's level of English proficiency, how such level was assessed, and the status of the student's academic achievement;	b. Each EL child is given the CELDT assessment upon enrollment and annually thereafter to determine English proficiency. The level is assessed locally and at the state level. Students are tested in his/her primary language within 90 days of enrollment unless previously tested in another district. Other languages will be added if enrollment reaches 10%. Parents are notified annually in writing (currently English and Spanish) of their child's English proficiency level and student achievement. Students also take district benchmark assessments that are disaggregated to determine who needs extra time/support. Student achievement is communicated to parents via conferences, letters, progress reports, and report cards. The District EL Project Teacher monitors EL performance data and provides assistance, training, support, and guidance to schools, parents, and students.
c. the method of instruction used in the program in which their child is or will be, participating, and the methods of instruction used in other available, programs, including how such programs differ in content, instruction goals, and use of English and a native language in instruction;	c,d,e,f, Parents are contacted in writing (English and Spanish) concerning the best placement for their children. Parent conferences and parent meetings are held to explain placement options, curriculum, components of the program for learning English and meeting educational strengths and needs of the child, achievement, promotion, retention, transition rates, graduation rates, and any personal educational needs a child might have. A translator is present at all conferences as needed.
d. how the program in which their child is, or will be participating will meet the educational strengths and needs of the child;	c,d,e,f, Parents are contacted in writing (English and Spanish) concerning the best placement for their children. Parent conferences and parent meetings are held to explain placement options, curriculum, components of the program for learning English and meeting educational strengths and needs of the child, achievement, promotion, retention, transition rates, graduation rates, and any personal educational needs a child might have. A translator is present at all conferences as needed.

Description of How the LEA is Meeting or Plans to Meet this Requirement	
Required Activities	
e. how such program will specifically help their child learn English, and meet age appropriate academic achievement standards for grade promotion and graduation;	c,d,e,f, Parents are contacted in writing (English and Spanish) concerning the best placement for their children. Parent conferences and parent meetings are held to explain placement options, curriculum, components of the program for learning English and meeting educational strengths and needs of the child, achievement, promotion, retention, transition rates, graduation rates, and any personal educational needs a child might have. A translator is present at all conferences, as needed.
f. the specific exit requirements for such program, the expected rate of transition from such program into classrooms that are not tailored for limited English proficient children, and the expected rate of graduation from secondary school for such program if funds under this title are used for children in secondary schools;	c,d,e,f, Parents are contacted in writing (English and Spanish) concerning the best placement for their children. Parent conferences and parent meetings are held to explain placement options, curriculum, components of the program for learning English and meeting educational strengths and needs of the child, achievement, promotion, retention, transition rates, graduation rates, and any personal educational needs a child might have. A translator is present at all conferences, as needed.
g. in the case of a child with a disability, how such program meets the objectives of the individualized education program of the child;	g. Child study teams meet to discuss and develop programs for children with disabilities based upon individualized education plans. Training and support is provided to staff to support the identified needs of EL special education students.
h. information pertaining to parental rights that includes written guidance detailing - i. the right that parents have to have their child immediately removed from such program upon their request; and ii. the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available; iii. the LEA assists parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the LEA.	h. Parent rights are sent to parents in written form in English and Spanish in a letter from the Office of Instruction. Meetings are held to explain parental rights, and parent conferences are held to assist parents in selecting the best programs for their children. Parent notification includes the options: <ul style="list-style-type: none"> to have their child immediately removed from the program Structured English Immersion upon their request and placed in the English Language Mainstream. to decline to enroll their child in such a program or to choose another program or method of instruction if available. Parent Waiver Requests for alternate programs or assistance in selecting among programs and methods of instruction offered by the district.

Note: Notifications must be provided to parents of students enrolled since the previous school year: not later than 30 days after the beginning of the schools year. If students enroll after the beginning of the school year, parents must be notified within two weeks of the child being placed in such a program.

Sierra Sands Unified School District notifies parents of their rights not later than 30 days after the beginning of school, or not less than 30 days after enrollment in a program.

LEA Parent Notification Failure to Make Progress

If the LEA fails to make progress on the annual measurable achievement objectives it will inform parents of a child identified for participation in such program, or participation in such program, of such failure not later than 30 days after such failure occurs.

The district will notify parents of failure of the district to meet identified objectives in the program not later than 30 days after such failure occurs.

**Performance Goal 2 (continued):
Plans to Provide Services for Immigrants**

If the LEA is receiving or planning to receive Title III Immigrant funding, complete this table (per Sec. 3115(e)).

Description of How the LEA is Meeting or Plans to Meet this Requirement	
Allowable Activities	
1. Family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children:	<p>Check if Yes: [X]</p> <p>If yes, describe: The District will regularly conference with parents of newly identified English Learners to provide them with information about programs, navigating the school system, and parent involvement opportunities.</p>
2. Support for personnel, including teacher aides, who have been specifically trained, or are being trained, to provide services to immigrant children and youth:	<p>Check if Yes: [X]</p> <p>If yes, describe: Training is provided for English Learner staff on strategies for supporting the language development of Emerging/Expanding/Bridging proficiency level of ELs. Instructional Materials Based training is provided to teachers including training on the new ELA/ELD standards and strategies to support ELs at the Emerging/Expanding/Bridging proficiency levels. Additionally, our District EL Project Teacher provides training and support to all ELs and their families.</p>
3. Provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth;	<p>Check if Yes: [X]</p> <p>If yes, describe: The District provides before, during, and after school tutoring to include academic support and counseling.</p>
4. Identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds:	<p>Check if Yes: [X]</p> <p>If yes, describe: The District provides supplemental materials for ELs. Teachers are trained to use the EL components of the core ELA/ELD programs. Chrome books have been purchased and deployed to grades 2-12 to enhance and increase the engagement of students. This new instructional delivery provides additional methods and programs that support EL language acquisition.</p>
5. Basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services:	<p>Check if Yes: [X]</p> <p>If yes, describe: Bilingual paraprofessionals may be hired to support newcomers and the classroom teacher. ELD materials are provided to assist with language acquisition.</p>
6. Other instruction services designed to assist immigrant children and youth to achieve in elementary and secondary schools in the USA, such as programs of introduction to the educational system and civics education:	<p>Check if Yes: []</p> <p>If yes, describe:</p>
7. Activities coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services:	<p>Check if Yes: []</p> <p>If yes, describe:</p>

Performance Goal 3:

By 2005 - 06, all students will be taught by highly qualified teachers.

Summary of Needs and Strengths for Professional Development

Based on a needs assessment of teacher data for your district, include a narrative that describes areas of needed professional development and areas where adequate professional development opportunities exist.

[Description of activities under Title II, Part A, Subpart 1, Grants to LEA]

Based upon the Title II Compliance, Monitoring, Intervention, and Sanctions (CMIS) program, Sierra Sands Unified School District has been identified as Level C. Sierra Sands has entered into an agreement with the California Department of Education as prescribed in ESEA. The agreement consists of a Memorandum of Understanding, budget agreement, and non-compliant teacher action plan to meet Highly Qualified status for all teachers. Sierra Sands Unified School District uses Title IIA funds to support professional development strategies and activities to ensure 100% of teachers become highly qualified. Each year, all personnel is analyzed for Highly Qualified status and any teacher who does not meet HQT criteria is supported with professional development to become Highly Qualified.

Strengths	Needs
Dedicated/Knowledgeable Board of Education Dedicated Staff Dedicated Administration Access to Technology District Focus on Improved Student Achievement and Safety Rigorous Curriculum and High Expectations for Staff and Students Standards Driven Curriculum and Instruction District Adopted State Approved Materials and Programs Equal Access for All Students Beginning Teacher Support Assistance Teacher Recruitment and Retention Plan District Established goals Educational Partnerships Collaborative District culture Strong parent/community involvement Student focused district	Continue with efforts including: EL training Focused Approach to Systematic ELD Special Needs Options, Resources, Programs Effective interventions Differentiated Instruction Professional Learning Communities continued support Instructional Strategies for Reading Comprehension, Math, Writing Curriculum Alignment/TK-14 Articulation Formative/Summative assessments with progress monitoring using Illuminate ELA/Math/Technology coaching and strategies Transition/Implementation of Common Core Peer Mediation, Coaching, Mentoring opportunities Conflict Resolution and classroom management training Classroom technology integration training and other technology School Safety Student Assistance Team Training Parent Involvement strategies EAGLE (AERIES) database training Illuminate support

Performance Goal 3:
By 2005-06, all students will be taught by highly qualified teachers.

Planned Improvements for Professional Development (Title II)
(Summarize information from district-operated programs and approved school-level plans)

Descriptions	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>1. How the professional development activities are aligned with the State's challenging academic content standards and student academic achievement standards, State assessments, and the curricula and programs tied to the standards:</p> <p>-Student assessment data is disaggregated and analyzed annually to determine specific student needs.</p> <p>-District advisory committees and site staffs review performance data and collaborate and provide input regarding student needs and appropriate support.</p> <p>-Based on student outcomes, District and site staffs determine the most effective training needed to increase student achievement.</p> <p>Site staffs use the Academic Program Survey to ensure all site level components are being implemented and monitored for effectiveness. Results from these surveys provide the District and sites with prioritized needs. These needs are addressed in the LEAP, Single Plans for Student Achievement, and LCAP. Professional development has been identified as a need.</p> <p>-The District provides coaches to develop, implement, and facilitate professional development that supports identified needs.</p> <p>-The District developed and implemented a three year Common Core Transition Plan to ensure staff, students, and parents are informed and prepared for the implementation of the new standards and assessments</p> <p>-The District will purchase, implement, and provide training on all new textbook adoptions.</p> <p>-The District provides forums and workshops to staff, parents, and community members to inform them of the new standards and assessments.</p> <p>-The District supports three days of professional development for all grade levels and each content area so that outlines, pacing schedules, formative/summative assessments, and articulation between grade levels will occur.</p>	Assistant Superintendent, Coaches, Principals	Materials costs		Title IIA, General Fund
	Assistant Superintendent	Materials costs		General Fund
	Assistant Superintendent, Coaches, Principals	Training costs		Title I, Title IIA, General Fund
	Assistant Superintendent	Materials costs		General Fund
	Superintendent, Assistant Superintendent	Salaries/benefits, training costs, materials costs		Title I, Title IIA, Title III, General Fund
	Assistant Superintendent, Coaches	Materials costs, training costs		Title I, Title IIA, Title III, General Fund
	Superintendent, Assistant Superintendent	Materials costs, training costs		Title I, Title IIA, Title III, General Fund
	Superintendent, Cabinet	Materials costs, stipends		Title I, Title IIA, Title III, General Fund
	Superintendent, Assistant Superintendent, Coaches, Principals	Teacher release, materials costs		Title I, Title IIA

Descriptions	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
-District Initiatives and goals support professional development.	Superintendent, Cabinet, Principals	Materials costs		General Fund
<p>2. How the activities will be based on a review of scientifically based research and an explanation of why the activities are expected to improve student academic achievement:</p> <p>-With implementation of the components outlined in the APS, the District and sites have implemented data systems and progress monitoring to continually evaluate student achievement. Programs found to be ineffective are removed and replaced with those that are proven to be effective.</p> <p>-Ongoing, regularly scheduled grade level and content specific professional development provide the forum for staff to analyze data and determine effectiveness of programs/strategies. Modifications are made as necessary for continued success.</p> <p>-As outlined in the APS, site collaborations occur at least monthly and the District provides grade level and content collaboration three days/year. Additional professional development occurs as outlined in Single Plans, WASC, and LCAP action plans, and as determined by data analysis.</p> <p>-The District provides support (Coaches) for staff to learn and use Illuminate, our progress monitoring data system.</p>	<p>Assistant Superintendent, Director of Technology, Coaches, Principals, teachers</p> <p>Assistant Superintendent, Coaches, Principals, teachers</p> <p>Principals, teachers</p> <p>Superintendent, Assistant Superintendent, Coaches</p>	<p>Contracts, license fees, consultants, materials costs, training costs</p> <p>Salaries/benefits, teacher release, materials costs</p> <p>Stipends, materials costs</p> <p>Salaries/benefits, teacher release, stipends, training costs, materials costs</p>		<p>Title IIA, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>Title I, Title IIA, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p>
<p>3. How the activities will have a substantial, measurable, and positive impact on student academic achievement and how the activities will be used as part of a broader strategy to eliminate the achievement gap that separates low-income and minority students from other students:</p> <p>-Standardized assessment data is disaggregated and analyzed annually by both district and site staffs. This information guides discussion to determine annual goals and targets to improve student achievement. Goals and targets are incorporated into district and site plans and monitored throughout the school year.</p> <p>-Based upon data analysis and identified needs, resources are provided to sites to support stated goals and targets.</p> <p>-District professional development focuses on identified needs based on data analysis. Evaluation and modifications are made each year to address achievement gaps.</p> <p>-District Advisory Committees provide oversight and guidance in the goal setting and monitoring process.</p>	<p>Superintendent, Cabinet, District Advisory Committees, Principals, teachers</p> <p>Superintendent, Cabinet, Principals</p> <p>Assistant Superintendent, District Advisory Committees, Principals</p> <p>Assistant Superintendent, District Advisory Committees, Principals</p>	<p>Materials costs</p> <p>Salaries/benefits, training costs, materials costs, licenses, consultants</p> <p>Salaries/benefits, training costs, materials costs, licenses, consultants</p> <p>Materials costs</p>		<p>Title I, Title IIA, Title III, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>General Fund</p>

Descriptions	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>4. How the LEA will coordinate professional development activities authorized under Title II, Part A, Subpart 2 with professional development activities provided through other Federal, State, and local programs:</p> <p>-The District develops initiatives that provide focus for school sites. Professional Development and Professional Learning Communities are district initiatives. School sites align site goals and targets to support District initiatives.</p> <p>-The District uses the APS as its guide and ensures all components of the APS are implemented with full implementation as its goal. Professional Development is a component in both the APS.</p> <p>-The District provides the necessary resources to support its professional development goals/initiatives. Single Plans address professional development goals and resources are linked to these goals using site allocations.</p> <p>-The District provides three days of professional development to ensure all staff have the opportunity for discussion, input, data driven decision making.</p>	<p>Superintendent, Cabinet</p> <p>Assistant Superintendent, District Leadership Team</p> <p>Superintendent</p> <p>Superintendent, Assistant Superintendent</p>	<p>Materials costs</p> <p>Salaries/benefits, training costs, materials costs, consultants</p> <p>Salaries/benefits, training costs, materials costs, consultants</p> <p>Salaries/benefits, training costs, materials costs, consultants</p>		<p>General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p>
<p>5. The professional development activities that will be made available to teachers and principals and how the LEA will ensure that professional development (which may include teacher mentoring) needs of teachers and principals will be</p> <p>-The District strives to fully implement all components of the APS. Administrator and teacher professional development are components of these surveys. Instructional Materials Based Training and Administrator Training are annually addressed.</p> <p>-University Intern Programs through Chapman, CSU Bakersfield, Cal Teach, National, La Verne, and Fresno Pacific Universities are offered.</p> <p>-Beginning Teacher Support Assistance (SB2042 Induction Program) and Peer Assistance and Review programs are offered.</p>	<p>Assistant Superintendent</p> <p>Assistant Superintendent</p> <p>Assistant Superintendent</p>	<p>Training costs</p>		<p>Title II A</p> <p>Title IIA</p> <p>General Fund</p>

Descriptions	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>-Teachers are supported for CTET/CLAD training. Teachers and principals are offered the opportunity of participating in research based or selected programs through the district designed to improve student achievement and promote campus safety.</p> <p>-The District Leadership Team identified increased administrator training as a need and included administrators in the professional development essential component (G.) for the District to address.</p>	<p>Assistant Superintendent</p> <p>Assistant Superintendent, District Leadership Team</p>			<p>Title IIA</p> <p>Title IIA</p>
<p>6. How the LEA will integrate funds under this subpart with funds received under part D that are used for professional development to train teachers to integrate technology into curricula and instruction to improve teaching, learning, and technology literacy:</p> <p>-Technology use and literacy have been identified as areas of need in both our staff development plan and our state approved technology plan.</p> <p>-Technology use and literacy are inherent in all aspects of our curricula and instructional programs so it is being supported without Title IID funds at this time.</p> <p>-Title II A supports the improvement of academic achievement of all students by improving teacher and principal quality and is used to support District and site goals.</p> <p>-Title II A is used to train teachers in other areas to become highly qualified.</p>	<p>Superintendent, Director of Technology, Technology Committee, Assistant Superintendent, Coaches, Principals</p> <p>Superintendent, Director of Technology, Technology Committee, Assistant Superintendent, Coaches, Principals</p> <p>Assistant Superintendent</p> <p>Assistant Superintendent</p>	<p>Salaries/benefits, materials costs, training costs, contracts, licenses</p> <p>Salaries/benefits, materials costs, training costs, contracts, licenses</p> <p>Materials costs, training costs, contracts, licenses</p> <p>Materials costs, training costs, contracts, licenses</p>		<p>Title I, Title II, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>Title IIA</p> <p>Title IIA</p>
<p>7. How students and teachers will have increased access to technology; and how ongoing sustained professional development for teachers, administrators, and school library media personnel will be provided in the effective use of technology. (Note: A minimum of 25% of the Title II, Part D Enhancing Education through Technology funding must be spent on professional</p>				

Descriptions	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>-The District is committed to technological advancement and technological literacy as evidenced in our state approved technology plan.</p> <p>-The District was a recipient of a DoDEA grant that supports the integration of technology to increase math achievement in grades 4-Algebra I. The grant supports hardware, software, and personnel to meet improved math achievement in these classes.</p> <p>-The District purchased hardware and software to support integration of technology in grades 3-12 beginning in 2013-14 using CC Implementation and DoDEA funds. Coaches support the professional development needs of staff.</p> <p>-Coaches provide training for district staff. Teachers are committed to using technology in their classrooms to improve student technological literacy and achievement.</p> <p>-The District provides collaboration opportunities throughout the year for all district library media specialists so that best practices and trainings can occur.</p>	Superintendent, Director of Technology, Technology Committee, Assistant Superintendent, Coaches, Principals	Salaries/benefits, materials costs, training costs, contracts, licenses	\$1.9 million over 3 years or \$633,333/year	General Fund
	Superintendent, Assistant Superintendent, Coaches	Salaries/benefits, materials costs, training costs, contracts, licenses		DoDEA grant
	Superintendent, Assistant Superintendent, Director of Technology, Coaches	Salaries/benefits, materials costs, training costs, contracts, licenses		Title I, General Fund,
	Assistant Superintendent,	Stipends, materials costs, training costs		Title I, General Fund, Title IIA
	Superintendent, Assistant Superintendent	Materials costs		General Fund
<p>8. How the LEA, teachers, paraprofessionals, principals, other relevant school personnel, and parents have collaborated in the planning of professional development activities and in the preparation of the LEA Plan:</p> <p>-District and site committees are structured to include a membership that represents staff, parents, and community. The LCAP is used as the structure for discussion on the essential components required for increased student achievement.</p> <p>-Committee members analyze data and prioritize needs at the district level. The LEAP and LCAP are based on annual review of prioritized needs. Single plans are developed based on site analysis which are then linked to the LEAP and LCAP.</p> <p>-District and site funding allocations are used to support identified needs in the LEAP, SPSAs, and LCAP.</p>	District Advisory Committees, School Site Councils, ELAC, DELAC	Materials costs		General Fund
	Assistant Superintendent, District Advisory Committees	Materials costs		General Fund
	Assistant Superintendent, Principals, School Site Councils	Salaries/benefits, materials costs, training costs, licenses, fees		Title I, Title IIA, Title III, General Fund

Descriptions	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
-The final Local Education Agency Plan (LEAP) and LCAP are a reflection of the collaborative effort involving school staff, parents, students and community.	Assistant Superintendent, District Leadership Team	Materials costs		Title I-III, General Fund
-The Local Education Agency Plan and LCAP are submitted annually to the Local Board of Education for review and approval.	Assistant Superintendent	Materials costs		Title I-III, General Fund
9. How the LEA will provide training to enable teachers to: <ul style="list-style-type: none"> • Teach and address the needs of students with different learning styles, particularly students with disabilities, students with special learning needs (including students who are gifted and talented), and students with limited English proficiency; • Improve student behavior in the classroom and identify early and appropriate interventions to help all students learn; • Involve parents in their child's education; and • Understand and use data and assessments to improve classroom practice and student learning. <p>-The District identified Professional Learning Communities as a district initiative several years ago. Through this collaborative process, much progress has been made. Bringing teachers and staff together to analyze data, identify needs, and address these needs as a team has proven to be very effective in our district. Individual student assessments, including multiple measures and authentic assessments, provide teachers with information to determine the specific learning needs and styles of each student. A "Late Start Wednesday" calendar support embedded collaboration at all grade levels.</p> <p>-The District supports a minimum of three professional development days per year. Special education teachers attend grade level and content meetings. This allows for calibration of curriculum for special needs students.</p> <p>-Collaboration occurs at the site level at a minimum of once per month. These opportunities provide for ongoing progress in meeting student needs.</p> <p>-The District meets with Principals, Department Chairs and Liaisons and Coaches to provide focus and continuity in addressing District goals and targets. Progress is systematically monitored.</p>	<p>Superintendent, Cabinet, Principals, teachers</p> <p>Superintendent, Assistant Superintendent</p> <p>Principal, staff, coaches</p> <p>Assistant Superintendent, Coaches</p>	<p>Teacher release, stipends, materials costs, training costs</p> <p>Teacher release, stipends, materials costs, training costs</p> <p>Materials costs</p> <p>Materials costs</p>		<p>Title I, Title IIA, Title III, General Fund</p> <p>Title I, Title IIA, Title III, General Fund</p> <p>General Fund</p> <p>General Fund</p>

Descriptions	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
<p>-It is very apparent that technology is a major component in both Common Core and the new assessment system. The District is providing hardware, software, and training to support integration of technology into the classroom. It is obvious that student engagement has increased with the incorporation of these new instructional materials and change in lesson design and delivery.</p> <p>-The District maintains support services to remove barriers to student learning through a Resource Officers, District Mental Health Therapists, and additional elementary counselors to address student needs.</p> <p>-Parent and Community involvement has always been a district goal. The Board of Education and District continually strive to ensure two-way communication between the district and the community. Parent involvement is a goal that is addressed annually in Single Plans and is a goal identified by the District Leadership Team for both the LEAP and LCAP needs assessments.</p> <p>-With the shift in state assessments, data analysis and improving student achievement is a priority for the district. The District and its schools are currently transitioning to Common Core and have developed and implemented common assessments that align to CCSS. Common assessment data analysis will occur in collaborations to determine instructional needs.</p>	Superintendent, Assistant Superintendent, Director of Technology	Teacher release, stipends, materials costs, training costs		Title I, Title IIA, Title III, General Fund
	Superintendent, Assistant Superintendent, Director of SELPA, Director of Pupil Support Services	Teacher release, stipends, materials costs, training costs		Title I, Title IIA, Title III, General Fund
	Superintendent, District Leadership Team, Principals	Materials costs		
	Assistant Superintendent, Coaches, Principals	Teacher release, stipends, materials costs, training costs		Title I, Title IIA, Title III, General Fund
<p>10. How the LEA will use funds under this subpart to meet the requirements of Section 1119:</p> <p>-Sierra Sands Unified School District will use funding to recruit, train, and retain highly qualified teachers for the district.</p> <p>-The District annually identifies and monitors any teacher/paraprofessional that does not meet Highly Qualified requirements and offers a variety of programs designed to assist them in becoming highly qualified.</p> <p>-The District has developed, implemented, and annually monitors its Teacher Recruitment and Retention Plan.</p>	Assistant Superintendents, Coordinator of Special Projects	Travel costs, training costs		General fund, Title IIA
	Assistant Superintendents, Coordinator of Special Projects	Training costs, tuition costs, materials costs		Title IIA
	Assistant Superintendent	Materials costs		Title IIA

Performance Goal 4:

All students will be educated in learning environments that are safe, drug - free, and conducive to learning.

Environments Conducive to Learning (Strengths and Needs)

Please provide a list of the LEA's strengths and needs regarding how students are supported physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning, along with the LEA's strengths and needs regarding student barriers to learning (e.g., attendance, mobility, and behavior).

Strengths	Needs
High Expectations for Students Ongoing Assessment of Student Progress Positive School Environments Strong community involvement and effective non-profits and community service organizations Strong parental involvement School Pride Effective Counseling Staff Effective Administrative Interventions Effective Teacher Involvement Behavioral analysis consultation as needed District Policies CTE Programs Concurrent and dual enrollment with community college Strong relationship with local law enforcement Strong relationship with local Public Health department After school programs/ grants SARB School Resource Officers Parenting programs Comprehensive professional development plan Tier II Intervention Counselor for Secondary Second Step counseling curriculum at all elementary sites Student Support programs: AVID, WEB, Link Crew, METS	Resources for the home Resolution for reductions in state and federal funding Lower student to teacher ratio More extensive counseling services-especially in elementary Reading Specialists Classroom aides Project teachers Computer paraprofessionals Increased Technology Volunteer training Embedded collaboration Mental Health Services for non Medi-Cal families Counseling services that address the specific needs of students Local substance abuse resources for adolescents Additional School Resource Officers Additional student activity leaders Barriers needing services and resources include: High Mobility Latch Key Children Parental Apathy/Substance Abuse Fragmented Families Domestic Issues

Environments Conducive to Learning (Activities)

Please list the activities or programs supported by all NCLB or state funded programs that the LEA will implement to support students physically, socially, emotionally, intellectually, and psychologically in environments that are conducive to learning. Include programs and strategies designed to address students' barriers to learning (e.g. attendance and behavior). Include a copy of the LEA's code of conduct or policy regarding student behavior expectations

ACTIVITIES

Home Connection
 TAG for Underperforming Students
 Student Assistance Teams/ Child Study Teams Caught Being Good
 PeaceBuilder Program
 Second Step Anti-Bullying Program/ Second Step Violence Prevention Program
 Positive Behavior Interventions and Support
 Character Counts
 Career Lunch Program
 Super Stars Student Recognition Program
 Steps to Respect Bully Prevention Program
 Words of Wisdom—Positive Citizenship
 Peer Tutoring
 Kern County Superintendent of School Conflict Resolution Training
 Junior Olympics
 Sports/Clubs/ Extracurricular Activities
 Assemblies/Speakers
 Rachel's Challenge
 WEB, Link Crew, Safe School Ambassadors programs

Before and After School Programs
 Student (s) of the Month/ Perfect Attendance recognition
 Family Nights
 K Kids
 Community Partnerships
 Workability program for Special Needs students
 Community Service
 Adult Tutoring
 High School Football Team and others tutoring elementary school students
 Interventions- Reading and Math tutoring
 PTOs
 Superintendent's Council
 School Site Councils
 ELAC
 DELAC
 Adult ESL
 Principal's coffee
 Parent portal
 School websites, district website
 Technology
 Parent, student, staff surveys
 Mental Health Therapists
 AVID
 Cross Age Tutoring

Needs and Strengths Assessment (4115(a)(1)(A))

Based on data regarding the incidence of violence and alcohol, tobacco, and other drug use in the schools and communities to be served, and other qualitative data or information, provide a list of the LEA's strengths and needs related to preventing risk behaviors.

Strengths	Needs
Proactive Administration, Counseling and Teaching staff in assessing, recognizing, and intervening with student problems School Site Management of Student Behaviors Alternative Education Programs Researched-based drug, alcohol, and violence prevention education program for all students K-12 Before and After school programs Parenting programs School Resource Officers and strong relationship with local law enforcement agencies Active Shooter training by all local law enforcement agencies and organizations Parent and community involvement and support of schools	More personnel to intervene with student problems at the school site Identification of additional Community Resources Parent education on issues related to behavior/substance/tobacco issues Substance abuse intervention for adolescents Mental health programs Mental health therapists to work with students Community Agency availability to assist students in need

Other Performance Measures

List below any other performance measures and performance indicators the LEA has adopted specific to its prevention programs (drug, violence, truancy, school safety, etc.). Specify the performance measure, the performance indicator goal, and baseline data for that indicator.

LEA Specified Performance Measures District Records to date (Process to Collect Data)	Performance Indicator Goal	Baseline Data
Attendance: LCAP	At or above 95%	95%
Expulsions: LCAP	At or below 1%	0.5%
Suspensions: LCAP	Reduce by 1% annually	8.8%

Performance Goal 5:
All students will graduate from high school.

Planned Improvements: High School Graduation Rates, Dropouts, and AP

This section of the plan is intended to reflect the LEA's efforts to reduce the percentage of students dropping out of school, and therefore, increase the percentage of students who graduate from high school. Also include a description below of the LEA's efforts to ensure that all students have equal access to advanced placement (AP) opportunities.

5.1 (High School Graduates)	
Activities/Actions	Increase Attendance/Reduce Truancy Daily Auto Dialer School Resource Officers Teen Court Referrals SARB Process/Referrals Personal Contact/Conferences Home Visits Counseling Parent Portal to access attendance, grades School Connectedness Intervention/Support Programs Before, Lunch, After school tutoring/interventions Summer School Credit recovery During the school day interventions Good first teaching strategies Collaborative with local law enforcement to identify most at-risk students-provide supports AVID Teacher Collaboration Regularly monitor student performance and mastery of standards Increase student engagement via technology, instructional strategies/delivery methods Student Study Teams Content course pathways reviewed and revised as needed-high school goals include A-G and AP monitoring for increased participation Counselor collaborations, K-12 ELAC/DELAC meetings
Students Served	TK-12 and Adults
Timeline/ Person(s) Involved	All programs annually assessed for effectiveness-modified as needed Superintendent, Assistant Superintendent of Curriculum and Instruction, Coordinator of Special Projects, Principals, Staff, Community Members
Benchmarks/ Evaluation	Monthly review of attendance by board of education At least monthly review of student performance by teaching staff in collaborations Quarterly/trimester review of student performance by staff/administration Annual review of district performance by board of education Ongoing monitoring of RFEP student performance Review and evaluation of CAHSEE pass rates for each test administration with annual review of performance by board of education Annual review of Advanced Placement, EAP, SAT/ACT, UC eligibility performance by staff/administration Formative assessments by classroom teachers LCAP progress reports
Funding Source	General Fund Title 1, Title IIA, Title III

5.2 (Dropouts)	
Activities/Actions	<p>Create and regularly review six and four year graduation plans by counselor/parent/student</p> <p>Staff development to increase engaging instructional strategies and delivery methods</p> <p>Technology enhanced lessons</p> <p>Timely interventions</p> <p>Student Study Teams</p> <p>Parent access to attendance/grades through parent portal</p> <p>Communicate w/parents in home language</p> <p>Offer counseling and guidance services</p> <p>Recognize/instill student connectedness</p> <p>Career Tech/Job Placement/CTE</p> <p>Social events to engage student interest</p> <p>Referrals to Alternate Placement</p> <p>Collaborations with local law enforcement to identify at-risk students-provide support</p> <p>Tier II Intervention Counselor for Secondary</p>
Students Served	TK-12 and Adults
Timeline/ Person(s) Involved	<p>All programs annually assessed for effectiveness-modified as needed</p> <p>Assistant Superintendent of Curriculum and Instruction, Coordinator of Special Projects, Principals, Staff, Parents, Students, local support agencies</p>
Benchmarks/ Evaluation	<p>Academic Program Survey, Parent/Student Surveys, Single Plan for Student Achievement, LEAP, LCAP, WASC, Superintendent's Council, District Advisory Committees</p> <p>Regular review of all student performance data</p>
Funding Source	<p>General Fund</p> <p>Title I</p> <p>Title IIA</p> <p>Title III</p> <p>CTE</p> <p>CTEIG</p> <p>Perkins</p>
5.3 (Advanced Placement)	
Activities/Actions	<p>Equal Access-analyze disaggregated data to determine needs</p> <p>Create and regularly review six and four year plans-counselor/parent/student</p> <p>Parent contact/Notify in home language</p> <p>College Nights</p> <p>College tours</p> <p>Dual enrollment and course articulation with community college</p> <p>Teacher Collaboration</p> <p>Increasing A-G and AP enrollment are goals in Single Plan, LCAP, and WASC</p> <p>Encourage students to take class of highest ability</p> <p>Honors</p> <p>Courses</p> <p>AP Courses</p> <p>AVID-Grades 7-12</p>
Students Served	Grades 6-8 and 9-12
Timeline/ Person(s) Involved	<p>All programs annually assessed for effectiveness and modified as needed</p> <p>Assistant Superintendent of Curriculum and Instruction, Coordinator of Special Projects, Principal, Staff, Parents, Students, College Staff, counseling staff</p>
Benchmarks/ Evaluation	<p>Annual review of Single Plan for Student Achievement, LCAP, and WASC goals/targets</p> <p>Annual review of AP enrollments and pass rates</p> <p>Annual review of A-G enrollment</p> <p>Quarterly review of grades</p> <p>Annual review of four year plan</p>

Funding Source	General Fund
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Additional Mandatory Title I Descriptions

Please include in the space below the following descriptions mandated by NCLB legislation. If the LEA has already included any of the descriptions, they do not need to be provided again here; please indicate the page number or section of the Plan where this information is included.

Describe the measure of poverty that will be used to determine which schools are eligible for Title I funding in accordance with Section 1113, "Eligible School Attendance Areas."

Poverty criteria include numbers of students at each site eligible for free and reduced lunch program. The same criteria for the free and reduced lunch program are used to determine students eligible for Title I services in private schools. Schools qualify for Title I if they are above the district average for free and reduced lunch program, or are above 35% and are in the TK-5 grade span.

Description of How the LEA is Meeting or Plans to Meet this Requirement	
Identify one of the following options as the low-income measure to identify schools eligible for Title I funding: <ul style="list-style-type: none">• Number of children in families receiving assistance under the CalWorks program;• Number of children eligible for Free/Reduced Price Lunch programs;• Number of children ages 5-17 in poverty counted by the most recent census data;• Number of children eligible to receive medical assistance under the Medicaid program;• Or a composite of the above.	<ul style="list-style-type: none">• Number of children eligible for Free/Reduced Price Lunch programs;
Describe how the low-income measure described above is used to rank and select schools to receive Title I funds <ul style="list-style-type: none">• All schools with a 75% or above poverty level are funded• All other schools are funded by poverty ranking district wide or by grade span.	<ul style="list-style-type: none">• All other schools are funded by poverty ranking district wide or by grade span.

For more information on Schoolwide, please go to <http://www.cde.ca.gov/sp/sw/rt>.

For Targeted Assistance go to <http://www.cde.ca.gov/sp/sw/rt/tasinfo.asp>.

Our community has no local institutions for neglected or delinquent children. Students who are in need are offered the opportunity to attend the Independent Study program, or other programs, until their home lives are stable enough to attend school regularly. At the high school level, our continuation high school offers an alternative solution to assist students in achieving a high school diploma. The district has designated the Assistant Superintendent of Curriculum and Instruction to serve as the liaison for Homeless students and Foster students. Homeless students are defined using the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11435(2). Children and youth in homeless situations have the right to go to the local school where they are living, if they do not want to stay at the school of origin, or may remain at their initial school. The local school must let students experiencing homelessness go to classes and participate fully in school activities as soon as they come to the school. A school must call the last school to obtain the records. The school cannot delay enrollment if the student did not officially withdraw from the last school. Students have the right to go to the local school whether or not they live with their parents. Students can go to class and participate even if they do not have records, including immunizations, proof of residency, or birth certificates. Homeless students have the right to stay in their school even if they move, are entitled to transportation to school, may attend pre-school programs, obtain all of services they need, have disagreements with schools settled quickly, and attend school while disagreements are being resolved. Services for Homeless students, including those not enrolled at Title 1 schools, are provided using Title 1 funds designated for services to Homeless students. These services may include transportation, medical, dental, advocacy or whatever services are deemed necessary. Funding is coordinated with the Assistant Superintendent of Curriculum and Instruction. Students receiving homeless services are tracked in the district database for the purpose of federal annual reporting requirements

Schoolwide Programs (SWP) - Resources to Upgrade the Entire Educational Program	
<p>For schoolwide programs (SWP), describe how the LEA will help schools to bring together all resources to upgrade the entire educational program at the school and include assistance in activities such as:</p> <ul style="list-style-type: none"> • A comprehensive needs assessment of the entire school in relation to state standards. Schoolwide reform strategies that provide opportunities for all children to meet state standards. • Effective methods and instructional strategies based on scientifically-based research. • Strategies that give primary consideration to extended learning time, extended school year, before and after school and summer programs. • Proven strategies that address the needs of historically underserved students, low achieving students, and those at risk of not meeting state standards. • Instruction by highly qualified teachers and strategies to attract and keep such teachers. • High quality and ongoing professional development for teachers, principals, paraprofessionals, and if appropriate, pupil services personnel, parents and other staff. • Strategies to increase parental involvement. • Assistance to preschool children in transitioning from early childhood programs to elementary school programs. • Timely and effective additional assistance to students who experience difficulty mastering state standards. 	<p>Every school in the district completes the Academic Program Survey every other year to ensure all nine essential components are being implemented and to what extent. Each school sets goals each year for full implementation of each essential component. The District regularly meets with administration to support full implementation of each component. Academic Program Survey data is taken to the District Leadership Team for review and input. The District Assistance Survey is administered every other year as well and all survey data is considered when needs are prioritized. This process has been very effective in moving the District forward, focusing on student achievement. Prioritized needs identified as a result of this process include focusing on:</p> <ul style="list-style-type: none"> • Curriculum, Instruction, Assessment and Intervention • Data Systems and Monitoring and; • Professional Development <p>The District has put a system in place to effectively address these prioritized needs which is regularly monitored by all stakeholders.</p>

Please describe the actions the LEA will take to implement public school choice with paid transportation and Supplemental Educational Services, consistent with the requirements of Section 1116, "Academic Assessment and Local Educational Agency and School Improvement."

At this time, the District and three elementary schools are in program improvement. The District entered Year 3 Program Improvement in 2013 with "minor" performance concerns as determined by the State Board of Education. The District must continue to reserve an amount equal to 10 percent of its Title I allocation to provide professional development for teachers and administrators. The professional development must strengthen the academic achievement of the LEA's students determined to be in greatest need of assistance. This 10 percent reservation is a continuation of the mandated reservations for all LEAs identified for improvement in PI Years 1 and 2. Sierra Sands currently provides, and will continue to provide, professional development that is focused on standards-based/standards-aligned instruction and materials, implementation of the Common Core, and the use of effective instructional strategies. The District has implemented the following actions as required by No Child Left Behind:

- The district will meet with the site principal, staff, and parents to formulate a strategy to begin implementing the requirements of the No Child Left Behind.
- The district will notify parents that the district and specific district schools have been identified for improvement.
- The district will assist the school and school site council members in revising the school site plan to further address the needs of students and staff and to meet adequate yearly progress goals and objectives and to ensure that strategies based on scientifically based research are implemented. The plan will include successful policies and practices for core subjects that will ensure that all students enrolled in the school will meet the state's proficient level of achievement within 12 years. 10% of the school's Title I funding will continue to be allocated for professional development. The plan will include annual, measurable objectives to get all students to the proficient level of achievement by the year 2013-14. Notification to parents will be in writing and in a language understandable to the parent. Before, during, after school programs will be incorporated. And, the plan will specify the responsibilities of the school, district, and state.
- The district will monitor the school for progress, and assist the school in a timely manner with any changes or modifications that must take place to ensure the success of the school.

The district will revise its LEAP and address the assigned corrective action as identified by the State Board of Education.

In accordance with No Child Left Behind, Title 1, Section 1116, and the new California Title V SES Regulations and School Choice, the district will inform parents, at the beginning of the year per state and federal law, that the district will provide public school choice for a school identified for program improvement. The option indicates that a parent may choose another public school within the district that has not been identified for program improvement. This includes that the district will provide or pay for transportation to a student's new school of choice. The student may remain at the choice school until the child has completed the highest grade in that school.

After the first year of program improvement, if the school again fails to make AYP, the district will arrange for the provision of supplemental educational services for eligible students (low income) who attend that school. Currently, three schools in the district are providing school choice and supplemental educational services for eligible students.

Program Improvement (PI) - Parent Notification (SEE SBE 2016-17 TRANSITION PLAN.)	
Describe the process for parent notification of the school's identification as PI, including notification of the right for students to transfer to another school that is not PI with paid transportation, and the right to receive supplemental services.	Sierra Sands has two elementary schools in Year 2 and one elementary school in Year 3 Program Improvement as of 2013-14. All three schools have revised their school plans and are implementing these plans as required. All parents of these three schools have been notified of their school's Program Improvement status and have been offered School Choice. Any parent requesting School Choice has been offered transportation at no cost. The number of students who have chosen School Choice are monitored and reported on the District website. Additionally, all three schools provide professional development for staff using Title I funds.
Describe how the LEA will provide school choice and supplemental services to eligible children, including the selection of the children to receive services.	The District notifies and offers Supplemental Education Services to the parents of eligible students at all three elementary sites as described in regulations, including a second window. The number of students who are participating in SES is monitored and reported on the District website. This process occurs annually as outlined in ESEA legislation.

Please describe the strategy the LEA will use to coordinate programs under Title I with programs under Title II to provide professional development for teachers and principals, and, if appropriate, pupil services personnel, administrators, parents, and other staff, including LEA - level staff in accordance with Section 1118, "Parental Involvement," and Section 1119, "Qualifications for Teachers and Paraprofessionals."

No Child Left Behind requires that all teachers and paraprofessionals teaching in district who participate in Title I be highly training programs for paraprofessionals. Funding to support professional development for highly qualified teachers and paraprofessionals has been designated mainly from Title IIA funding. Title I funding will be used to cover any expenses not covered by Title IIA, and for any supporting staff development that might enhance the professional growth of a teacher as it relates to meeting the needs of the students.

Highly Qualified Teachers	
Describe the LEA's strategies for coordinating resources and efforts to help schools retain, recruit and increase the number of highly qualified teachers, principals, and other staff.	Human Resources continually monitors the status of all teachers and paraprofessionals for Highly Qualified status. Any teacher or paraprofessional that does not meet HQT requirements is referred to the Assistant Superintendent of Curriculum and Instruction so that support in meeting HQT status can be offered to these individuals. The Human Resources staff regularly monitors the progress of any staff member not highly
Describe the LEA's strategies for coordinating resources and efforts to prepare parents to be involved in the schools and in their children's education.	Strong parent involvement is a district and site goal. The District and all school sites offer many opportunities for parents to become actively engaged in their student's education. The District provides many strategies and programs to encourage parents to participate in school activities. Sites offer outreach to encourage strong parent participation. Examples of strategies and programs include: parent portal to attendance and grades, district and school websites, autodialer calls to inform parents of emergency situations, attendance, and school events, parent nights, Back to School nights, Open House, boosters, PTO, committee memberships, club/activity/athletic support, volunteer opportunities, and public comment, district forums, and televised board meetings.

Increased Program Effectiveness

Describe how the LEA will coordinate and integrate educational services to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program, including programs such as:

- a. Even Start
- b. Head Start
- c. Reading First
- d. Early Reading First
- e. Other preschool programs
- f. Services for children that are migratory, neglected or delinquent, Native American (Title VII, Part A), homeless, immigrant, and limited - English proficient, and children with disabilities.

Compare to programs listed on Page 11 of the LEA Plan to determine if all active programs have been addressed.

Sierra Sands embraced Professional Learning Communities several years ago and as a result of collaboration district wide, coordination of services has been greatly improved. Collaboration also occurs with community members and our local community college through formal educational partnerships. Beginning with services provided to infants through our SELPA, to adults attaining a high school diploma, services are aligned to reduce redundancy. Sierra Sands offers three state preschools, three after school programs, one before school program, a comprehensive TK-12 program with interventions, an independent study program, an alternative education program, dual enrollment, and adult school. Sierra Sands works closely with all outside agencies to coordinate student support services to improve student success.

Coordination of Educational Services

In the space below, please describe how the LEA will coordinate and integrate educational services at the LEA or individual school level in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program. Include programs such as: Even Start; Head Start; Reading First; Early Reading First and other preschool programs (including plans for the transition of participants in such programs to local elementary school programs; services for children with limited English proficiency; children with disabilities; migratory children; neglected or delinquent youth; Native American (Indian) students served under Part A of Title VII; homeless children; and immigrant children.

Sierra Sands Unified School District offers a comprehensive program to address the needs of each child including preparatory programs at the preschool level, infant care, special education, and English learners. Programs and funding are aligned to ensure that all students receive access to the core curriculum as well as social and emotional well-being and a safe and pleasant environment conducive to learning. The district developed and implemented a three year transition plan to the new Common Cores State Standards and assessment system for years 2012-2015. All students have equal access, regardless of program participation, to an extensive list of supplementary services. These may include before and after school enrichment programs, intervention, and access to support teachers. Programs are offered before and after school, during school hours, in the evening, and during the summer.

All students' performance is monitored through a network of personnel and services that constantly assess and modify to meet the needs of each individual student. The network consists of district personnel, parents, community members, and agencies. Meetings are held regularly to determine the best program for each student and to develop a plan for each student's success. Parents may enroll their children in district preschool programs to provide readiness for school. At the elementary school level, district program members begin to collaborate through child study teams, student assistance teams, teacher collaboration, parent conferences, and counseling to monitor student progress and develop a strategy for student success. This process follows the student throughout his/her educational career through high school and graduation. Student progress is tracked through our Aeries Eagle database and Illuminate systems so that consistency in monitoring is accomplished. Each transition from elementary, to middle school, to high school is marked by an orientation for students and parents. Special programs are structured to meet the needs of special education students and English learners. Remedial, proficiency, and enrichment programs are offered to enhance the learning of all students. Homeless students are provided with whatever services are needed for their particular situation. Clubs, sports, organizations, activities, and social events encourage the emotional growth of students. The district offers a safe learning environment for all students. Ongoing and consistent collaboration among all stakeholders promotes the efficient use of funding and resources to effectively meet the needs of all children.

Part III Assurances and Attachments

Assurances

To assure the LEA's eligibility for funds included in this Plan, the Superintendent must provide an original signature below attesting to compliance with all of the following statements.

General Assurances

1. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
2. The LEA will comply with all applicable supplement not supplant and maintenance of effort requirements.
3. (a) The control of funds provided under each program and title to property acquired with program funds will be in a public agency, a non - profit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; (b) the public agency, non - profit private agency, institution or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing law.
4. The LEA will adopt and use proper methods of administering each such program, including - (a) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and (b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
5. The LEA will cooperate in carrying out any evaluation of each such program conducted by, or for, the State educational agency, the Secretary, or other Federal officials.
6. The LEA will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program.
7. The LEA will - (a) submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and Secretary to perform their duties under each such program; and (b) maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties.
8. The LEA has consulted with teachers, school administrators, parents, and others in the development of the local consolidated application/LEA Plan to the extent required under Federal law governing each program included in the consolidated application/LEA Plan.
9. Before the application was submitted, the LEA afforded a reasonable opportunity for public comment on the application and considered such comment.
- 9a. The LEA will provide the certification on constitutionally protected prayer that is required by section 9524.
10. The LEA will comply with the armed forces recruiter access provisions required by section 9528.

TITLE I, PART A

The LEA, hereby, assures that it will:

11. Participate, if selected, in the State National Assessment of Educational Progress in 4th and 8th grade reading and mathematics carried out under section 411(b)(2) of the National Education Statistics Act of 1994.
12. If the LEA receives more than \$500,000 in Title I funds, it will allow 1% to carry out NCLB Section 1118, Parent Involvement, including promoting family literacy and parenting skills; 95% of the allocation will be distributed to schools.
13. Inform eligible schools and parents of school wide program authority and the ability of such schools to

consolidate funds from Federal, State, and local sources.

14. Provide technical assistance and support to school wide programs.
15. Work in consultation with schools as the schools develop the schools' plans pursuant to section 1114 and assist schools as the schools implement such plans or undertake activities pursuant to section 1115 so that each school can make adequate yearly progress toward meeting the State student academic achievement standards.
16. Fulfill such agency's school improvement responsibilities under section 1116, including taking actions under paragraphs (7) and (8) of section 1116(b).
17. Provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1120, and timely and meaningful consultation with private school officials regarding such services.
18. Take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research indicating that services may be most effective if focused on students in the earliest grades at schools that receive funds under this part.
19. In the case of an LEA that chooses to use funds under this part to provide early childhood development services to low - income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act.
20. Work in consultation with schools as the schools develop and implement their plans or activities under sections 1118 and 1119 and *California Education Code Section 64001*.
21. Comply with requirements regarding the qualifications of teachers and paraprofessionals and professional development.
22. Inform eligible schools of the local educational agency's authority to obtain waivers on the school's behalf under Title IX.
23. Coordinate and collaborate, to the extent feasible and necessary as determined by the local educational agency, with the State educational agency and other agencies providing services to children, youth, and families with respect to a school in school improvement, corrective action, or restructuring under section 1116 if such a school requests assistance from the local educational agency in addressing major factors that have significantly affected student achievement at the school.
24. Ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low - income students and minority students are not taught at higher rates than other students by unqualified, out - of - field, or inexperienced teachers.
25. Use the results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the agency, to review annually the progress of each school served by the agency and receiving funds under this part to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3) within 12 years from the baseline year described in section 1111(b)(2)(E)(ii).
26. Ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language or other mode of communication that the parents can understand.
27. Assist each school served by the agency and assisted under this part in developing or identifying examples of high - quality, effective curricula consistent with section 1111(b)(8)(D) and *California Education Code Section 64001*.
28. Ensure that schools in school improvement status spend not less than ten percent of their Title I funds to provide professional development (in the area[s] of identification to teachers and principals) for each fiscal year.
29. Prepare and disseminate an annual LEA report card in accordance with section 1111(h)(2).
30. Where applicable, the applicant will comply with the comparability of services requirement under section 1120A(c). In

the case of a local educational agency to which comparability applies, the applicant has established and implemented an agency - wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; and a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. Documentation will be on file to demonstrate that the salary schedule and local policies result in comparability and will be updated biennially.

TITLE I, PART D - SUBPART 2

31. Where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under Part B of the Individuals with Disabilities Education Act.
32. Work to ensure that the correctional facility is staffed with teachers and other qualified staffs that are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth.
33. Ensure that the educational programs in the correctional facility are related to assisting students to meet high academic achievement standards.

TITLE II, PART A

34. The LEA, hereby, assures that:

- The LEA will target funds to schools within the jurisdiction of the local educational agency that:
 - (A) have the lowest proportion of highly qualified teachers;**
 - (B) have the largest average class size; or**
 - (C) are identified for school improvement under section 1116(b).**
- The LEA will comply with section 9501 (regarding participation by private school children and teachers).
- The LEA has performed the required assessment of local needs for professional development and hiring, taking into account the activities that need to be conducted in order to give teachers the means, including subject matter knowledge and pedagogy skills, and to give principals the instructional leadership skills to help teachers, to provide students with the opportunity to meet California's academic content standards. This needs assessment was conducted with the involvement of teachers, including teachers participating in programs under Part A of Title I.
- The LEA will assure compliance with the requirements of professional development as defined in section 9101 (34).

TITLE II, PART D

35. The LEA has an updated, local, long - range, strategic, educational technology plan in place that includes the following:
 - a. Strategies for using technology to improve academic achievement and teacher effectiveness.
 - b. Goals aligned with challenging state standards for using advanced technology to improve student academic achievement.
 - c. Steps the applicant will take to ensure that all students and teachers have increased access to technology and to help ensure that teachers are prepared to integrate technology effectively into curricula and instruction.
 - d. Promotion of curricula and teaching strategies that integrate technology, are based on a review of relevant research, and lead to improvements in student academic achievement.
 - e. Ongoing, sustained professional development for teachers, principals, administrators, and school library media personnel to further the effective use of technology in the classroom or library media center.
 - f. A description of the type and costs of technology to be acquired with Ed Tech funds, including provisions for interoperability of components.
 - g. A description of how the applicant will coordinate activities funded through the Ed Tech program with technology - related activities supported with funds from other sources.
 - h. A description of how the applicant will integrate technology into curricula and instruction, and a timeline for this integration.
 - i. Innovative delivery strategies - a description of how the applicant will encourage the development and use of innovative strategies for the delivery of specialized or rigorous courses and curricula through the use of technology, including distance learning technologies, particularly in areas that would not otherwise have access to such courses or curricula due to geographical distances or insufficient resources.

- j. A description of how the applicant will use technology effectively to promote parental involvement and increase communication with parents.
 - k. Collaboration with adult literacy service providers.
 - l. Accountability measures - a description of the process and accountability measures that the applicant will use to evaluate the extent to which activities funded under the program are effective in integrating technology into curricula and instruction, increasing the ability of teachers to teach, and enabling student to reach challenging state academic standards.
 - m. Supporting resources - a description of the supporting resources, such as services, software, other electronically delivered learning materials, and print resources that will be acquired to ensure successful and effective uses of technology.
36. The LEA must use a minimum of 25 percent of their funds to provide ongoing, sustained, and intensive high quality professional development in the integration of advanced technology into curricula and instruction and in using those technologies to create new learning environments.
37. **Any LEA that does not receive services at discount rates under section 254(h)(5) of the Communications Act of 1934 (47 U.S.C. 254(h)(5)) hereby assures the SEA** that the LEA will not use any Title II, Part D funds to purchase computers used to access the Internet, or to pay for direct costs associated with accessing the Internet, for such school unless the school, school board, local educational agency, or other authority with responsibility for administration of such school:
- o has in place a policy of Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors; and
 - o is enforcing the operation of such technology protection measure during any use of such computers by minors; and
 - o has in place a policy of Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene or child pornography, and is enforcing the operation of such technology protection measure during any use of such computers.
 - o Any LEA that does receive such discount rates hereby assures the SEA that it will have in place a policy of Internet safety for minors required by Federal or State law.

TITLE III

38. The LEA assures that it consulted with teachers, researchers, school administrators, parents, and, if appropriate, with education - related community groups, nonprofit organizations, and institutions of higher education in developing the LEA Plan.
39. The LEA will hold elementary and secondary schools accountable for increasing English language proficiency and for LEP subgroups making adequate yearly progress.
40. The LEA is complying with Section 3302 prior to, and throughout, each school year.
41. The LEA annually will assess the English proficiency of all students with limited English proficiency participating in programs funded under this part.
42. The LEA has based its proposed plan on scientifically based research on teaching limited - English - proficient students.
43. The LEA ensures that the programs will enable to speak, read, write, and comprehend the English language and meet challenging State academic content and student academic achievement standards.
44. The LEA is not in violation of any State law, including State constitutional law, regarding the education of limited - English - proficient students, consistent with Sections 3126 and 3127.

New LEAP Assurances

45. Uniform Management Information and Reporting System: the LEA assures that it will provide to the California Department of Education (CDE) information for the uniform management information and reporting system required by No Child Left Behind, Title IV in the format prescribed by CDE. That information will include:
- (i) truancy rates;

- (ii) the frequency, seriousness, and incidence of violence and drug - related offenses resulting in suspensions and expulsions in elementary schools and secondary schools in the State;
- (iii) the types of curricula, programs, and services provided by the chief executive officer, the State educational agency, local educational agencies, and other recipients of funds under this subpart; and
- (iv) the incidence and prevalence, age of onset, perception of health risk, and perception of social disapproval of drug use and violence by youth in schools and communities. (Section 4112, General Provisions, Title IV, Part A, PL 107 - 110)

46. Unsafe School Choice Policy: the LEA assures that it will establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by the State, or who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school. The LEA will submit on a format to be designated by CDE the information the state requires to complete annual federal reporting requirements on the number of schools that have been designated "persistently dangerous" in accordance with California State Board of Education policy. (Section 9532, General Provisions, Title IX, PL 107 - 110.)

Other

47. The LEA assures that a minimum of 95% of all students and a minimum number of students in each subgroup (at both the school and district levels) will participate in the state's assessments program.

Signature Page

<u>Ernest Bell, Jr.</u> Printed or typed name of Superintendent	<u>June 16, 2016</u> Date	 Signature of Superintendent
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LOCAL EDUCATIONAL AGENCY PROGRAM IMPROVEMENT PLAN

ASSURANCE PAGE

Local Educational Agency (LEA) Plan Information:

Name of LEA: Sierra Sands Unified School District

County/District Code: 15-73742

Date of Local Governing Board Approval: June 16, 2016

District Superintendent: Ernest Bell, Jr.

Address: 113 Felspar Street

City: Ridgecrest

Zip Code: 93555

Phone: 760-499-1600

FAX: 760-375-3338

E-mail: ebell@ssusd.org

Signatures:

On behalf of LEAs, participants included in the preparation of this Program Improvement LEA Plan Addendum:

Ernest M. Bell, Jr.	June 16, 2016	
Printed or typed name of Superintendent	Date	Signature of Superintendent
Michael Scott	June 16, 2016	
Printed or typed name of Board President	Date	Signature of Board President
Michelle Savko	June 16, 2016	
Printed or typed name of Coordinator	Date	Signature of Title III Coordinator

Please note that the Title III English Learner Coordinator/Director will only need to sign this Assurance if the LEA is identified for Title III Year 2 or Year 4 improvement status.

By submission of the local board approved LEA Plan Addendum (in lieu of the original signature assurance page in hard copy), the LEA certifies that the plan has been locally adopted and original signed copies of the assurances are on file in the LEA. The certification reads:

Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers.

Parental Notification of PI identification/ School Choice and SES- (SEE SBE 2016-17 TRANSITION PLAN.)

Under Elementary and Secondary Education Act (ESEA), students who attend a Title I-funded school that is identified for program improvement must be given the option of school choice. This provision allows all students attending such a Title I school the option to transfer to another public school, including a public charter school, that is within the LEA and that is not in program improvement or is not persistently dangerous. The option of school choice must be made available to all students the first year a school is identified for school improvement and all subsequent years thereafter, until the school has made adequate yearly progress for two consecutive years. Students who exercise their right to attend another school under this school choice provision must be given the option to continue to attend that school until they complete the highest grade of that school, even if the original school is no longer in program improvement. Schools that are offering school choice because they have been identified for program improvement must provide transportation to students who transfer to another school. If funds to provide school choice and/or transportation are limited, local education agencies (LEAs) may give first priority to students from low-income families who are the lowest-achieving students [Title I, section 1116(b)(E)(ii)] based on achievement levels as evaluated by objective educational measures. <http://www.cde.ca.gov/ta/ac/ti/schoolchoice.asp>

Official notification shall be provided to the parents/ community through a variety of means including, as a minimum:

- Letter to each parent upon official notification of year 1 status and at least 14 days before the beginning of the school year for year 2
- Maintenance of a Program Improvement website for both the school and the district (www.ssusd.org) that includes all document and notifications
- Use of non-profit organizations (i.e. High Desert Leapin' Lizards) for further dissemination of information.
- Report to the school board during a televised session.

Responsibilities of the LEA- The district shall provide:

- Timely and varied school data
- Inform sites of PI requirements and updates
- Provide public notification regarding schools in PI
- Define scope of technical assistance
- Analysis assessment data to identify and address problems
- Provide training on APS and other needs assessment tools
- Use APS results to craft district actions
- Complete DAS and other tools (ELSSA and ISS)
- Identify and implement professional development, strategies and methods of instruction that are research based
- Identify outside technical assistance
- Develop pathways for effective communication
- Assist with analysis and revisions of school budgets to focus on increasing student achievement
- Notify parents regarding public school choice with paid transportation and implement
- Set aside funds as required by statute
- Establish a School support Team or District/ School Liaison Team (DSLTL)
- Revise LEP Plan
- Implement a peer review process for revised SPSAs.

Technical assistance will be obtained in order to support implementation of the LEA Plan Revisions. This TA includes:

CA School Boards Association (CSBA) - attendance at annual conferences by board members and cabinet members. GAMUT policy development services.

County offices of Education (COE)- Guidance in LEA development and monitoring, training in use of improvement tools, monthly categorical and curriculum meetings, trainings in ELA and math and other topics (i.e. closing achievement gap), SB 472 training, Title III Technical Assistance

Association of School Administrators (ASCA) - trainings, conferences and other technical

assistance Textbook Publishers- specific trainings for adoptions

**Local Educational Agency Plan
Sierra Sands Unified School District**

Appendix A

On May 30, 2002, the California State Board of Education (SBE) adopted the five goals and 12 performance indicators for No Child Left Behind, as set forth in the Federal Register Notice of May 22, 2002. The SBE's adoption of the specified goals and performance indicators represents California's commitment to the development of an accountability system to achieve the goals of NCLB.

Collectively, NCLB's goals, performance indicators, and performance targets constitute California's framework for ESEA *accountability*. The framework provides the basis for the state's improvement efforts, informing policy decisions by the SBE and implementation efforts by the California Department of Education (CDE) to fully realize the system envisioned by NCLB; it also provides a basis for coordination with the State Legislature and the Governor's Office.

California's NCLB Performance Goals and Performance Indicators

Performance Goal 1: *All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013 - 2014.*

1.1 Performance indicator: The percentage of students, in the aggregate and for each subgroup, who are above the proficient level in reading on the State's assessment. (These subgroups are those for which the ESEA requires State reporting, as identified in section 1111(h)(1)(C)(i).)

1.2 Performance indicator: The percentage of students, in the aggregate and in each subgroup, who are at or above the proficient level in mathematics on the State's assessment. (These subgroups are those for which the ESEA requires State reporting, as identified in section 1111(h)(C)(i).)

1.3 Performance indicator: The percentage of Title I schools that make adequate yearly progress.

Performance Goal 2: *All limited - English - proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.*

2.1 Performance indicator: The percentage of limited - English - proficient Students, determined by cohort, who have attained English proficiency by the end of the school year.

2.2 Performance indicator: The percentage of limited - English - proficient students who are at or above the proficient level in reading/language arts on the State's assessment, as reported for performance indicator 1.1.

2.3 Performance indicator: The percentage of limited - English - proficient students who are at or above the proficient level in mathematics on the State's assessment, as reported for performance indicator 1.2.

Performance Goal 3: *By 2005 - 2006, all students will be taught by highly qualified teachers.*

3.1 Performance indicator: The percentage of classes being taught by "highly qualified" teachers (as the term is defined in section 9101(23) of the ESEA), in the aggregate and in "high - poverty" schools (as the term is defined in section 1111(h)(1)(C)(viii) of the ESEA).

3.2 Performance indicator: The percentage of teachers receiving high - quality professional development. (See definition of "professional development" in section 9101(34).)

3.3 Performance indicator: The percentage of paraprofessionals (excluding those with sole duties as translators and parent involvement assistants) who are qualified. (See criteria in section 1119(c) and (d).)

Performance Goal 4: *All students will be educated in learning environments that are safe, drug free, and conducive to learning.*

4.1 Performance indicator: The percentage of persistently dangerous schools, as defined by the State.

Performance Goal 5: *All students will graduate from high school.*

5.1 Performance indicator: The percentage of students who graduate from high school, with a regular diploma:

- disaggregated by race, ethnicity, gender, disability status, migrant status, English proficiency, and status as economically disadvantaged; and,
- calculated in the same manner as used in National Center for Education Statistics reports on Common Core of Data.

5.2 Performance indicator: The percentage of students who drop out of school:

- disaggregated by race, ethnicity, gender, disability status, migrant status, English proficiency, and status as economically disadvantaged; and
- calculated in the same manner as used in National Center for Education Statistics reports on Common Core of Data.

**Local Educational Agency Plan
Sierra Sands Unified School District**

Appendix B

Links to Data Websites

Below is a listing of Website links for accessing district - level data and information to be used by the LEA in developing this Plan:

- Academic Performance Index (API)
<http://www.cde.ca.gov/psaa/api/index.htm>
- Sierra Sands Unified School District Website
<http://www.ssusd.org>
- California Basic Educational Data System (CBEDS)
<http://www.cde.ca.gov/demographics/coord/>
- California English Language Development Test (CELDT)
<http://www.cde.ca.gov/statetests/celdt/celdt.html>
- DataQuest
<http://data1.cde.ca.gov/dataquest/>
- School Accountability Report Card (SARC)
<http://www.cde.ca.gov/ope/sarc/>
- Standardized Testing and Reporting (CAASPP)
<http://www.cde.ca.gov/ta/tg/ca/>

Appendix C

District & Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	3,622	3,566	3,554	2,287	2,225	2,174	213	197	193	97	108	98
Growth API	789	807	814	810	825	830	703	730	737	873	890	913
Base API	788	789	814	812	811	832	703	703	739	862	874	892
Target	D	D	D									
Growth	1	18	0	-2	14	-2	0	27	-2			
Met Target												

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	843	840	886	391	374	384	1,713	1,683	1,806	467	484	503
Growth API	734	756	773	686	708	749	728	753	763	605	616	634
Base API	733	735	764	674	687	717	731	729	761	606	605	625
Target												
Growth	1	21	9	12	21	32	-3	24	2	-1	11	9
Met Target												

Appendix C

District & Student Performance Data

Title III Accountability

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	371	358	321
Percent with Prior Year Data	100	99.7	100.0
Number in Cohort	371	357	321
Number Met	190	213	173
Percent Met	51.2	59.7	53.9
NCLB Target	54.6	56.0	57.5
Met Target	No	Yes	No

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	258	184	253	167	231	145
Number Met	38	89	57	81	51	71
Percent Met	14.7	48.4	22.5	48.5	22.1	49.0
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	No	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	No	Yes
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	No	No	Yes
Met Target for AMAO 3	No	No	Yes

Appendix C

District & Student Performance Data

English - Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	99	99	99	99	99	99	99	99	100	100	99
Number At or Above Proficient	1622	1736	1,694	1098	1158	1,093	73	79	73	60	65	70
Percent At or Above Proficient	55.7	60.6	59.7	60.1	65.3	62.9	44.0	48.2	48.3	75.9	78.3	85.4
AYP Target: ES/MS/ESD	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
AYP Target: HS/HSD	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9
AYP Target: USD/COE	67.0	78.0	89.0	67.0	78.0	89.0	67.0	78.0	89.0	67.0	78.0	89.0
Met AYP Criteria	No	Yes	No	No	Yes	No	No	Yes	No	--	--	--

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	99	100	100	100	100	99	99	99	99	99	98
Number At or Above Proficient	294	322	344	114	120	145	616	705	743	133	140	144
Percent At or Above Proficient	42.4	46.7	48.8	34.8	37.4	44.5	42.4	49.1	48.3	33.7	34.3	33.8
AYP Target: ES/MS/ESD	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
AYP Target: HS/HSD	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9	66.7	77.8	88.9
AYP Target: USD/COE	67.0	78.0	89.0	67.0	78.0	89.0	67.0	78.0	89.0	67.0	78.0	89.0
Met AYP Criteria	No	No	No	Yes	No	Yes	No	Yes	No	No	No	No

Appendix C

District & Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	99	99	99	99	99	99	99	99	99	100	100	100
Number At or Above Proficient	1712	1744	1,782	1136	1146	1,145	73	72	71	65	68	74
Percent At or Above Proficient	59.0	60.9	62.9	62.3	64.8	66.0	44.5	44.2	47.3	82.3	81.9	89.2
AYP Target: ES/MS/ESD	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
AYP Target: HS/HSD	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7
AYP Target: USD/COE	67.3	78.2	89.1	67.3	78.2	89.1	67.3	78.2	89.1	67.3	78.2	89.1
Met AYP Criteria	No	No	No	No	No	No	No	No	No	--	--	--

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	99	99	99	99	99	97
Number At or Above Proficient	344	351	377	156	151	174	699	725	803	151	158	177
Percent At or Above Proficient	49.6	50.6	53.5	47.7	46.9	53.4	48.2	50.5	52.2	38.1	38.7	41.5
AYP Target: ES/MS/ESD	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
AYP Target: HS/HSD	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7	66.1	77.4	88.7
AYP Target: USD/COE	67.3	78.2	89.1	67.3	78.2	89.1	67.3	78.2	89.1	67.3	78.2	89.1
Met AYP Criteria	No	No	No	No	No	Yes	No	No	No	No	No	No

Appendix C

District & Student Performance Data

Grade	2014-15 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
K	0	0%	0	0%	4	80%	0	0%	1	20%	5
1	3	8%	10	28%	18	50%	5	14%	0	0%	36
2	2	4%	17	33%	24	46%	8	15%	1	2%	52
3	0	0%	7	20%	21	60%	4	11%	3	9%	35
4	2	6%	12	34%	14	40%	6	17%	1	3%	35
5	1	4%	12	48%	10	40%	2	8%	0	0%	25
6	0	0%	8	40%	10	50%	1	5%	1	5%	20
7	0	0%	3	21%	7	50%	3	21%	1	7%	14
8	0	0%	5	22%	13	57%	4	17%	1	4%	23
9	3	13%	6	25%	10	42%	5	21%	0	0%	24
10	2	14%	5	36%	3	21%	3	21%	1	7%	14
11	2	18%	4	36%	3	27%	1	9%	1	9%	11
12	1	8%	4	31%	8	62%	0	0%	0	0%	13
Total	16	5%	93	30%	145	47%	42	14%	11	4%	307

Title III LEA Plan Performance Goal 2

All limited English Learner (EL) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

CDS Code: 15-73742-00000000 **LEA Name:** Sierra Sands USD

Title III Improvement Status: Year 4+

Fiscal Year: 2016-2017

EL Amount Eligibility: \$33,972

Immigrant Amount Eligibility: _____

Plan to Provide Services for English Learner Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How the LEA will:

A. Required Content	<p>Implement programs and activities in accordance with Title III:</p> <ol style="list-style-type: none"> 1. The district will provide EL Project Teacher to identify supplemental curricula, materials, and assessments to improve English proficiency (implementing supplemental course to provide instructional support for proficiency and new curricula at middle schools and high school). 2. The district will provide EL Project Teacher to assess current EL needs to coordinate and implement supplemental language instruction and support. 3. The district will provide EL Project Teacher to deliver supplemental, high quality professional development for teachers and other staff (grade and course level trainings by trimester/quarter) based upon identified needs. 4. The EL Project Teacher will implement supplemental LTEL support to increase reclassification rate.
	<p>Use the subgrant funds to meet all accountability measures:</p> <ol style="list-style-type: none"> 1. For AMAO 2- English Proficiency: <ol style="list-style-type: none"> A. Provide EL Project Teacher to identify supplemental curricula, materials, and assessments to improve English proficiency (implementing supplemental course to provide instructional support for proficiency and new curricula at middle schools and high school). B. Provide EL Project Teacher to assess current EL needs to coordinate and implement supplemental language instruction and support. C. The EL Project Teacher will implement supplemental LTEL support to increase reclassification rate.

	D. Provide EL Project Teacher to deliver supplemental, high quality professional development for teachers and other staff (grade and course level trainings by trimester/quarter) based upon identified needs.
	<p>Hold the school sites accountable: Include what data will be used to measure English proficiency of English learners.</p> <ol style="list-style-type: none"> 1. Report on EL progress through Single Plan for Student Achievement using AMAO 1 and 2 data, SBAC student achievement data, and local common assessment data. 2. Develop site goals to address EL needs.
	<p>Promote parental and community participation in programs for ELs:</p> <ol style="list-style-type: none"> 1. Engage EL parents through each sites' English Language Advisory Committee (ELAC) on programs and services. 2. Engage EL parents through District English Language Advisory Committee (DELAC) on programs and services. 3. Engage EL parents through School Site Council meetings on EL goals and related actions and services. 4. Engage EL parents through District Leadership Committee for input in District Local Control Accountability Plan (LCAP) for actions and services related to unduplicated pupils, including English Learners.

How the LEA will:		Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source (EL, Immigrant, or other)
B. Required Content	Provide high quality language instruction: <ul style="list-style-type: none"> • Purchase supplemental ELD curriculum for LTEL's in secondary. • Provide EL Project Teacher to provide supplemental support: <ul style="list-style-type: none"> *to teachers in delivering best instructional practices *identifying supplemental curricula, materials, and assessments to improve EL performance on CELDT, SBAC, and local common assessments. 	EL Project Teacher July 2016 – May 2017		\$1,000.00 (supplemental EL curriculum for 6 th -12 th grade.) \$31,313.00 (35% of EL Project Teacher work hours aligned to provide supplemental support to EL students and teachers-instructional practices.)	Title III
	Provide high quality professional development: The district will provide EL Project Teacher to deliver supplemental professional development for teachers and other staff (grade and course level trainings by trimester/quarter).	EL Project Teacher Aug 2016-May 2017		*See \$32,972 descriptor.	Title III

C. Required for Year 2	<p>Goal 2 Improvement Plan Addendum* (IPA) for items A-B:</p> <p>Please describe the factors contributing to failure to meet desired accountability measures.</p>				
D. Required for Year 4	<p>Goal 2 IPA* for items A-B:</p> <p>Please describe the factors contributing to failure to meet desired accountability measures.</p> <p>Factors contributing to failure to meet desired accountability:</p> <ol style="list-style-type: none"> 1. Failure to meet AMAO I indicating a need to increase number of ELs increasing English proficiency. 2. Failure to meet AMAO 2b indicating a need to increase number of ELs attaining English proficiency. 3. Failure of ELs to meet standards on common assessments or SBAC. 4. Failure of ELs to understand the reclassification criteria was evident in EL Advising. 5. Failure to meet Title III accountability reflects a need to strength teacher implementation of best practices related to EL instructional supports. 				
	<p>Please describe all required modifications to curriculum, program, and method of instruction.</p> <ol style="list-style-type: none"> 1. Systematically provide LTEL advising with student in grades five through twelve. 2. Increase supplemental teacher support for best practices related to EL instructional supports. 				

*Please ensure the Needs Assessment is submitted if LEA is in improvement status Year 2 or beyond.

LEAs receiving or planning to receive Title III EL funding may include allowable activities.		Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
E. Allowable Activities	<p>Describe all allowable activities chosen by LEA relating to: Supplementary services as part of the language instruction program for EL students</p> <ul style="list-style-type: none"> English language development instruction High-quality professional development for teachers Identifying and improving curricula, materials, and assessments Program administration, including any indirect costs (limited to 2%) Coordinating language instruction programs with other programs and services. Providing community participation programs, including family literacy and parent outreach. <p>*Please see http://www.cde.ca.gov/sp/el/t3/ELprogrview.asp for a list of allowable EL activities</p>	EL Project Teacher Aug 2016-May 2017		\$1,000.00 (supplemental EL curriculum for 6 th -12 th grade.) \$31,313.00 (35% of EL Project Teacher work hours aligned to provide supplemental support to EL students and teachers-instructional practices.)	Title III
F. EL Overall Budget		EL 2% for Administrative/Indirect Costs:		\$659.00	
		EL Estimated Costs Total:		\$32,972.00	

Plan to Provide Services for Immigrant Students

Please complete this table <u>IF</u> the LEA is receiving or planning to receive Title III Immigrant funding.	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
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G. Allowable Activities	<p>Describe all allowable activities chosen by LEA relating to: Enhanced instructional opportunities to immigrant students and their families</p> <p>*Please see http://www.cde.ca.gov/sp/el/t3/immprogrview.asp for a list of allowable Immigrant activities</p>				
H. Immigrant Overall Budget		Immigrant Administrative/Indirect Costs:			
		Immigrant Estimated Costs Total:			

6. EDUCATIONAL ADMINISTRATION

6.3 Approval of the Consolidated Application for Funding Categorical Programs, Part I, 2016-17 School Year

BACKGROUND INFORMATION: The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. The Consolidated Application must be reviewed and approved by the local governing board and by the district English Language Learner Advisory Committee. Signatures from committee members indicate that the committee members have read, discussed, and had the opportunity to provide input on the application being submitted, and the applicable legal assurances. The winter release of the application is submitted in January of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

CURRENT CONSIDERATIONS: The following federal and state programs are included in the Consolidated Application Part I for application and reporting requirement purposes:

- Application for Funding
- Certification of Assurances
- Protected Prayer Certification
- School Student Counts, Projected
- Other ESEA Nonprofit Private School Participation
- Title I, Part A Nonprofit Private School Participation
- Title I, Part A Planned School Allocations
- Substitute System for Time Accounting

FINANCIAL IMPLICATIONS: The Consolidated Application Part I requests approximately \$1,288,965 in funding for the programs listed below. Final funding allocations are received in the fall.

- Title I, Part A-\$1,075,717
- Title II, Part A (Teacher and Principal Training and Recruiting)-\$176,262
- Title III, Part A (Limited English Proficient Students)-\$36,624

The LEA Plan must be revised and submitted to the California Department of Education as part of the process for receiving categorical federal funding of approximately \$1,300,000 and to satisfy program improvement requirements.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Consolidated Application Part I for submission to the Department of Education.

2016-17 Application for Funding**CDE Program Contact:**Education Data Office, ConApp@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

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

Date of approval by local governing board	06/16/2016
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District English Learner Advisory Committee (DELAC) Review

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

DELAC representative's full name	TBD
DELAC review date	06/08/2016
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

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

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

*****Warning*****

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2016-17 Application for Funding

CDE Program Contact:

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

ESEA Sec. 3102 SACS 4203	
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2016-17 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

LEA Plan

An LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds must upload the Title III LEA Plan Performance Goal 2 to the California Department of Education Monitoring Tool (CMT) at <https://cmt.cde.ca.gov/cmt/logon.aspx>.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.ssusd.org/UserFiles/Servers/Server_116651/File/Parents/Program%20Improvement/LEAPandBudgetUpdate.pdf

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Ernest M. Bell, Jr.
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/17/2016

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2016-17 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Ernest M. Bell Jr.
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/16/2016
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

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2016-17 School Student Counts, Projected

The purpose of this data collection is to allow the LEA to select allowable ranking and funding options and to enter school level student data. The information entered will be used to calculate eligibility and ranking for Economic Impact Aid and or Title I Part A school allocations.

Required fields are denoted with an asterisk (*).

* Group By Grade Span:

☐ No ☒ Yes

* Select a Low Income Measure:

FRPM ▼

Note: The columns and student count options displayed below are based on the selections made above. They are also displayed based on the school type and whether or not the school qualifies for Economic Impact Aid funding via the ConApp.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	* Projected Student Enrollment	Projected Low Income
Mesquite Continuation High	1530054	9	12	3	88	55
Burroughs High	1531367	9	12	3	1403	557
Pierce Elementary	6009294	K	5	1	309	234
Murray Middle	6009310	6	8	2	619	298
Richmond Elementary	6009328	K	5	1	455	244
Inyokern Elementary	6009609	K	5	1	183	146
James Monroe Middle	6009617	6	8	2	518	314
Las Flores Elementary	6009625	K	5	1	506	260
Faller Elementary	6009633	K	5	1	448	295
Rand Elementary	6009971	K	3	1	10	8
Gateway Elementary	6110712	K	5	1	423	220

Download Schools Template

Choose File

No file chosen

Upload Schools File

Last Saved: Michelle Savko (msavko), 5/24/2016 2:24 PM, Draft

Save

Return to List

2016-17 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Anie Wilson, Educator Excellence Office, awilson@cde.ca.gov, 916-445-5669

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note: Non-unified elementary and/or high school districts that have applied for Title II, Part A funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

Title III, Part A Immigrant and Limited English Proficient Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A Immigrant Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)
Immanuel Christian	6934020	95	Y	Y	N	N	N	

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2016-17 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A Immigrant Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)
Adventist Christian School	6974133	42	Y	N	N	N	N	
St. Ann	6974166	121	Y	N	N	N	N	
Calvary Christian	7001902	16	Y	N	N	N	N	

*****Warning*****

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2016-17 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472

Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789

The LEA must offer to provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students who attend nonprofit private schools outside the LEA's boundaries.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Adventist Christian School	6974133	42	Y	Y	6	Y	N	N
Calvary Christian	7001902	16	N	Y		N	N	N
Immanuel Christian	6934020	95	Y	Y	2	Y	N	N
St. Ann	6974166	121	Y	Y	25	Y	N	N

*****Warning*****

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

2016-17 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

IDE Program Contact:

Lancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904
 Ana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- Meets 35% Low Income Requirement
- Funded by Other Allowable Sources
- Desegregation Waiver on File
- Grandfather Provision
- Feeder Pattern
- Local Funded Charter Opted Out
- Local Funded Charter Opt In

Low income measure	FRPM
Group Schools by Grade Span	Yes
District-wide Low Income %	53.02%
Grade Span 1 Low Income %	60.28%
Grade Span 2 Low Income %	53.83%
Grade Span 3 Low Income %	41.05%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Land Elementary	6009971	1	10	8	80.00	Y	Y	1	Y		
Pyokern Elementary	6009609	1	183	146	79.78	Y	Y	2	Y		
Pierce Elementary	6009294	1	309	234	75.73	Y	Y	3	Y		

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2016-17 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Fuller Elementary	6009633	1	448	295	65.85	Y	N	4	Y		
Richmond Elementary	6009328	1	455	244	53.63	Y	N	5	Y		
Gateway Elementary	6110712	1	423	220	52.01	N	N	6	Y	a	
Las Flores Elementary	6009625	1	506	260	51.38	N	N	7	Y	a	
James Monroe Middle	6009617	2	518	314	60.62	Y	N	1	N		
Murray Middle	6009310	2	619	298	48.14	N	N	2	N		
Mesquite Continuation High	1530054	3	88	55	62.50	Y	N	1	N		
Thurroughs High	1531367	3	1403	557	39.70	N	N	2	N		

Warning

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2016-17 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2016-17 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No deficiencies are known at this time.

*****Warning*****

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy and Review of Administrative Regulation 6142.1, Sexual Health and HIV/AIDS Prevention Instruction

BACKGROUND INFORMATION: Prior to January 1, 2016, the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act authorized school districts to provide comprehensive sexual health education, consisting of age-appropriate instruction, in grades K-12 and required school districts to ensure that all pupils in grades 7 to 12 receive HIV/AIDS prevention education. In 2008, as outlined in the health state framework, Sierra Sands adopted health curriculum, including age appropriate comprehensive sexual health and HIV/AIDS prevention curriculum.

CURRENT CONSIDERATIONS: As of January 1, 2016, new legislation, AB 329, the California Healthy Youth Act, was passed. An overview of the changes to the law was provided to the board and community at the May 19, 2016 board meeting. Revisions to Board Policy and Administrative Regulation 6142.1 are necessary to reflect changes to law and a copy of these revisions are included in the board packet for review.

Under the guidelines of the California Healthy Youth Act, students will receive both comprehensive sexual health and HIV prevention education, a minimum of once in middle school and once in high school. Supplemental curriculum is necessary to address changes to the law and is available for review at the textbook depository and each secondary school site. Teachers have received training in changes to the law and the supplemental curriculum that will be used to address new requirements outlined in the California Healthy Youth Act. Implementation of the new requirements will begin in fall 2016.

Parents and guardians may request copies of the Education Code pertaining to this law at the Curriculum Office or their student's school. They will be notified of the requirements of the California Healthy Youth Act in the Annual Notice to Parents/Guardians as well as a letter that will be sent home prior to instruction. Parents and guardians may request their student be excused from this curriculum by submitting a written notification to the principal.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the revisions to Board Policy 6142.1. Administrative Regulations do not require board approval.

Instruction**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

The Governing Board ~~recognizes that~~ *desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention.* ~~information about family life and human sexuality may contribute to a decreased risk for sexually transmitted diseases, or unintended pregnancies. The Board also recognizes that Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS) pose a public health crisis and that education is a necessary component for helping to slow the spread of this disease. The Board therefore desires to provide a well-planned sequence of instruction on comprehensive sexual health and HIV/AIDS prevention.~~ *The district's educational program shall provide students with the knowledge and skills necessary to protect them from sexually transmitted infections and unintended pregnancy and to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote understanding of sexuality as a normal part of human development and the development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family.*

(cf. 5030 – Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12, including at least once in junior high or middle school and at least once in high school. (Education Code 51934)

The district's curriculum shall ~~be based on medically accurate and factual information and shall help students understand the biological, psychological, social, moral, and ethical aspects of human sexuality~~ *support the purposes of the California Healthy Youth Act as specified in Education Code 51930-51939, be unbiased and inclusive of all students in the classroom, and be aligned with the state's content standards.* The district's program shall ~~comply with the requirements of law and administrative regulation and~~ shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.25 - Availability of Condoms)

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

(cf. 6142.8 – Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Instruction**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

The Superintendent or designee may appoint a coordinator and an advisory committee regarding the district's comprehensive sexual health ~~program~~ **and HIV prevention curriculum**. ~~This~~ **The** advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing and evaluating the district's ~~comprehensive sexual health education~~ program. ~~The Board shall consider the advisory committee's recommendations when approving the district's program.~~

(cf. 1220 - Citizen Advisory Committees)

Parent/Guardian Notification and Exeuse *Consent*

~~At the beginning of each school year, or at the time of a student's enrollment~~ **Annually**, parents/guardians shall be notified about instruction in comprehensive sexual health education and HIV/AIDS prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians ***in the manner specified in the accompanying administrative regulation that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education.*** Students so excused by their parents/guardians shall be given an alternative educational activity.

(Education Code 48980, 51240, **51938**, 51939)

(cf. 5022 – Student and Family Privacy Rights)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

- ~~1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV/AIDS prevention education are available for inspection~~
- ~~2. That parents/guardians may request in writing that their child not receive comprehensive sexual health or HIV/AIDS prevention education~~
- ~~3. That parents/guardians have a right to request a copy of Education Code 51930 51938~~
- ~~4. Whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by district personnel or outside consultants~~

~~If the district chooses to use outside consultants or to hold an assembly with guest speakers to teach the comprehensive sexual health or HIV/AIDS prevention education, the notification shall include: (Education Code 51938)~~

Instruction**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

- ~~a. The date of the instruction~~
- ~~b. The name of the organization or affiliation of each guest speaker~~
- ~~c. Information stating the right of the parent/guardian to request a copy of Education Code 51933-51934~~

~~If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the district shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (Education Code 51938)~~

~~(cf. 5145.6 Parental Notifications)~~

~~Parents/guardians shall be asked to sign and return to the school an acknowledgment that they have received the notification.~~

~~(cf. 5022 Student and Family Privacy Rights)~~

~~Upon written request, a parent/guardian may excuse his/her child from participating in comprehensive sexual health or HIV/AIDS prevention education or from participating in questionnaires or surveys regarding health behaviors and risks.~~

Legal Reference:**EDUCATION CODE**

220	<i>Prohibition of discrimination</i>
33544	<i>Inclusion of sexual harassment and violence in health curriculum framework</i>
48980	Notice at beginning of term
51202	Instruction in personal and public health and safety
51210.8	<i>Health education curriculum</i>
51225.35	<i>Instruction in sexual harassment and violence; districts that require health education for graduation</i>
51240	Excuse from instruction due to religious beliefs
51513	Materials containing questions about beliefs or practices
51930-51939	Comprehensive Sexual Health and HIV/AIDS Prevention Education Act <i>California Healthy Youth Act</i>
67386	<i>Student safety; affirmative consent standard</i>

HEALTH AND SAFETY CODE

1255.7	Parents surrendering physical custody of a baby
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Instruction

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

PENAL CODE

- 243.4 Sexual battery
 - 261.5 Unlawful sexual intercourse
 - 271.5 Parents voluntarily surrendering custody of a baby
- UNITED STATES CODE, TITLE 20
- 1232h Protection of student rights
 - 7906 Sex education

Management Resources:

CDE PUBLICATIONS

~~Health Framework for California Public Schools, 2003~~

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten through Grade 12, 2003

WEB SITES

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

California Department of Education, Sex Education and HIV/STD

Instruction: <http://www.cde.ca.gov/ls/he/se/>

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

~~California Department of Health Services: <http://www.dhs.ca.gov>~~

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

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

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

Centers for Disease Control and Prevention: <http://www.cdc.gov>

U.S. Food and Drug Administration: <http://www.fda.gov>

Policy SIERRA SANDS UNIFIED SCHOOL DISTRICT

adopted: ~~April 17, 2008~~ **May 19, 2016** Ridgecrest, California

Instruction

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

Comprehensive Sexual Health Instruction

~~The district's sexual health education curriculum shall satisfy the following criteria: (Education Code 51931, 51933)~~

Definitions

Comprehensive sexual health education means education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

HIV prevention education means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

~~1. Instruction and materials shall be age appropriate.~~

Age appropriate refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. ***(Education Code 51931)***

~~2. All factual information presented shall be medically accurate and objective.~~

Medically accurate means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. ***(Education Code 51931)***

General Criteria for Instruction and Materials

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention instruction and materials: (Education Code 51933)

~~3. Instruction shall be made available on an equal basis to a student who is an English learner,~~

Instruction**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

~~consistent with the existing curriculum and alternative options for an English learner student, as otherwise provided in the Education Code.~~

~~(cf. 6174 - Education for English Language Learners)~~

1. *Are age appropriate*
2. *Are factually and medically accurate and objective*
3. *Align with and support the following purposes as specified in Education Code 51930:*
 - a. *To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy*
 - b. *To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family*
 - c. *To promote understanding of sexuality as a normal part of human development*
 - d. *To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end*
 - e. *To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors*
4. ~~Instruction and materials shall be~~ *Are* appropriate for use with students of all races, genders, sexual orientations, *and* ethnic and cultural backgrounds; ~~and~~ students with disabilities; *and English learners*

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

~~(cf. 1312.3 - Uniform Complaint Procedures)~~

~~(cf. 6174 - Education for English Language Learners)~~

5. *Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code*

Instruction

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

6. ~~Instruction and materials shall be accessible~~ ***Are accessible*** to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials and instruction in alternative formats, and auxiliary aids.

7. ~~Instruction and materials may~~ ***Do*** not reflect or promote bias against any person ~~on the basis of any in category protected~~ ***protected categories of discrimination pursuant by to*** Education Code 220

8. ***Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships***

9. ***Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes***

10. ~~Instruction and materials shall~~ ***Encourage*** a students to communicate with his/her ***their*** parents/guardians ***and other trusted adults*** about human sexuality ***and provide the knowledge and skills necessary to do so***

11. ~~Instruction and materials shall teach respect for marriage and~~ ***Teach the value of and prepare students to have and maintain*** committed relationships ***such as marriage***

12. ***Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, and intimidation***

(cf. 5145.3 - Nondiscrimination/Harassment)

13. ***Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including negotiation and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities***

14. ~~Instruction and materials may~~ ***Do*** not teach or promote religious doctrine.

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

Components of Sexual Health and HIV Prevention Education

The district's comprehensive sexual health education and HIV prevention education for

Instruction**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

students in grades 7-12, in addition to complying with the criteria listed above in the section "General Criteria for Instruction and Materials," shall include all of the following: (Education Code 51934)

1. Information on the nature of HIV/AIDS and *other sexually transmitted infections and their* effects on the human body
2. Information on the manner in which HIV is *and other sexually transmitted infections are and are* not transmitted, including information on activities that present the highest *the relative risk of HIV* infection *according to specific behaviors, including sexual behaviors and injection drug use*
3. *Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy*

The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

(cf. 5141.25 - Availability of Condoms)

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

4. *Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention*
5. *Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing*
6. *Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others*
7. *Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV*

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and that testing is the only way to know if one is HIV-positive

Instruction**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence

9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:

a. Parenting, adoption, and abortion

b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5

c. The importance of prenatal care

10. Information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking

~~10. Beginning in grade 7, instruction and materials shall teach that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy, teach that abstinence from sexual activity is the only certain way to prevent sexually transmitted diseases, and provide information about the value of abstinence while also providing medically accurate information on other methods of preventing pregnancy and sexually transmitted diseases.~~

~~11. Beginning in grade 7, instruction and materials shall provide information about sexually transmitted diseases. This instruction shall include how sexually transmitted diseases are and are not transmitted, the effectiveness and safety of all federal Food and Drug Administration (FDA)-approved methods of reducing the risk of contracting sexually transmitted diseases, and information on local resources for testing and medical care for sexually transmitted diseases.~~

~~12. Beginning in grade 7, instruction and materials shall provide information about the effectiveness and safety of all FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception.~~

~~(cf. 5141.25—Availability of Condoms)~~

Instruction

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

~~13. Beginning in grade 7, instruction and materials shall provide students with skills for making and implementing responsible decisions about sexuality.~~

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

~~14. Beginning in grade 7, instruction and materials shall provide students with information on the law on surrendering physical custody of a minor child 72 hours or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5.~~

~~(cf. 6143 – Courses of Study)~~

HIV/AIDS Prevention Instruction

~~HIV/AIDS prevention instruction shall be offered at least once in junior high or middle school and once in high school by instructor trained in the appropriate courses. instruction shall accurately reflect the latest information and recommendations from the United States Surgeon-General, the federal Centers for Disease Control and Prevention, and the National Academy of Sciences and shall include: (Education Code 51934)~~

Professional Development

The district's comprehensive sexual health education and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (Education Code 51931, 51933, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

(cf. 4131 – Staff Development)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV/AIDS prevention education and with the California Department of Education (**CDE**). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV/AIDS. In-service training shall be voluntary for district personnel who have demonstrated expertise or received in-service training from the California Department of Education **CDE** or federal Centers for Disease Control and Prevention.

Instruction**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

(Education Code 51935)

The Superintendent or designee may expand HIV/AIDS in-service training to cover the topic of comprehensive sexual health education for district personnel teaching **comprehensive** sexual health education for district personnel to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

Use of Consultants or Guest Speakers

The Superintendent or designee may contract with outside consultants **or guest speakers** with expertise in comprehensive sexual health or HIV/AIDS prevention education, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver the instruction or to provide training for district personnel, **comprehensive sexual health and HIV prevention education or to provide training for district personnel. All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction. The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)**

(cf. 6145.8 - Assemblies and Special Events)

Parent/Guardian Notification

At the beginning of each school year or at the time of a student's enrollment, the Superintendent or designee shall notify parents/guardians about instruction in comprehensive sexual health education and HIV prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

- 1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection***
- 2. That parents/guardians have a right to excuse their child from comprehensive sexual health or HIV prevention education, or research on student health behaviors and risks, provided they submit their request in writing to the district***
- 3. That parents/guardians have a right to request a copy of Education Code 51930-51939***
- 4. Whether the comprehensive sexual health or HIV prevention education will be taught***

Instruction

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

by district personnel or outside consultants

If the district chooses to use outside consultants or to hold an assembly with guest speakers to deliver comprehensive sexual health or HIV prevention education, the notification shall include: (Education Code 51938)

- a. The date of the instruction*
- b. The name of the organization or affiliation of each guest speaker*
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938*

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the Superintendent or designee shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)

Nonapplicability to Certain Instruction or Materials

The requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent shall not apply to the following: (Education Code 51932)

- 1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health education or HIV prevention education*

(cf. 6142.93 - Science Instruction)

- 2. Instruction or materials that discuss gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and do not discuss human reproductive organs and their functions*

Regulation SIERRA SANDS UNIFIED SCHOOL DISTRICT
approved: ~~April 17, 2008~~ **May 19, 2016** Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 Presentation of Board Policy 6152.1, Placement in Mathematics Courses

BACKGROUND INFORMATION: Senate Bill 359, known as the California Mathematics Placement Act of 2015, was signed by Governor Jerry Brown on October 5, 2015 and took effect on January 1, 2016. The California Mathematics Placement Act of 2015 requires the governing board that serves pupils entering grade nine adopt “a fair, objective, and transparent mathematics placement policy” before the beginning of the 2016-17 school year. The mathematics placement policy must be adopted in a regularly scheduled public meeting.

The mathematics placement policy for pupils entering grade nine must meet the following requirements:

- Systematically takes multiple objective academic measures of pupil performance into consideration;
- Includes at least one placement checkpoint within the first month of the school year to ensure accurate placement and to permit reevaluation of individual student progress;
- Requires an annual examination of pupil placement data to ensure that students are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background;
- Requires a report on the results of the annual examination by the local educational agency to its governing board;
- Offers clear and timely recourse for each pupil and his or her parent or legal guardian who questions the student’s placement.

The California Mathematics Placement Act of 2015 authorizes the governing board serving pupils who are transitioning between elementary school and middle school to develop and implement a mathematics placement policy that satisfies the requirements listed above. The governing board shall ensure that its mathematics placement policy is posted on its website.

CURRENT CONSIDERATIONS: Mathematics teachers from both the middle schools and the high school met to develop a systematic process for placing math students in grades 6-9 that meets the California Mathematics Placement Act of 2015 requirements. Mathematics teachers identified four multiple measures to use to determine mathematics placement: grades, common assessment percentages, SBAC performance levels, and the scores achieved from the Common Core aligned UC/CSU Readiness Tests. Staff will use the first progress report of the year as the checkpoint

to review and verify accurate student placement in math courses. Staff will annually review student placement data. The results of the review will be presented to the board as part of the Annual Progress Report. A form has been developed to provide parents/guardians timely recourse for each pupil and his or her parent or guardian who questions their student's placement.

A copy of the Sierra Sands Mathematics Placement Criteria for Grades 6-9 is provided in the board packet for review, and once approved, will be posted on the district website.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of Board Policy 6152.1, Placement in Mathematics Courses and will be presented to the board for approval at the July 21, 2016 regular board meeting.

Sierra Sands Unified School District Math Placement Criteria for Grades 6-9
The following multiple objective academic measures will be used to determine placement

<u>6th Grade to 7th Grade - Default Placement is 7th Regular</u>	<u>7th Grade to 8th Grade - Default Placement is 8th Regular</u>
<p><u>Honors 7 Criteria:</u></p> <ol style="list-style-type: none"> 1. Semester Grade: A in 6 Regular or A or B in 6 Honors 2. Common Assessments: Exceeds or Meets Standards (60%+ on 2 out of 3) 3. SBAC: Exceeds or Meets Standards (4 or 3) 4. UC/CSU 7th Grade Readiness Test: 70%+ 	<p><u>Honors 8 Criteria:</u></p> <ol style="list-style-type: none"> 1. Semester Grade: A in 7 Regular or A or B in 7 Honors 2. Common Assessments: Exceeds or Meets Standards (60%+) on 2 out of 3 3. SBAC: Exceeds or Meets Standards (4 or 3) 4. UC/CSU 8th Grade Readiness Test <ul style="list-style-type: none"> • 7th Grade Reg. students take 8th Grade Readiness Test. Students with a 75% or better place in 8 Honors. Students with a 90% or better also take High School Readiness Test • 7th Honors take High School Readiness Test <p><u>Honors Algebra I Criteria:</u></p> <ol style="list-style-type: none"> 1. Semester Grade: A 2. Common Assessments: Exceeds or Meets Standards (80%+) 3. SBAC: Exceeds or Meets Standards (4 or 3) 4. UC/CSU High School Readiness Test: 75%+

8th Grade to 9th Grade

<u>Algebra I A/B (2 year course) Criteria:</u>	<u>Algebra I (1 year course) Criteria:</u>	<u>Honors Algebra I (1 year course) Criteria:</u>	<u>Honors Geometry Criteria:</u>
<ol style="list-style-type: none"> 1. Common Assessments: (59% and below) 2. SBAC: Nearly Meets or Does Not Meet (2 or 1) 3. Placement Test: 49% or less (High School Readiness Test) 	<ol style="list-style-type: none"> 1. Common Assessments: (60%+) 2. SBAC: Meets or Nearly Meets Standards (3 or 2) 3. Placement Test: 50%+ (High School Readiness Test) 	<ol style="list-style-type: none"> 1. Common Assessments: (75%+) 2. SBAC: Exceeds or Meets Standards (3+) 3. Placement Test: 70%+ (High School Readiness Test) 	<ol style="list-style-type: none"> 1. Common Assessments: (60%+) 2. SBAC: Exceeds or Meets Standards (4 or 3) 3. Placement Test: 75% or better (Geometry Readiness Test)

Instruction**PLACEMENT IN MATHEMATICS COURSES**

The Governing Board believes that a sound educational program must include the study of subjects that prepare students for admission to higher education and/or a fulfilling career. To the extent possible, district students shall be provided an opportunity to complete a sequence of mathematics courses recommended for admission into the University of California and California State University systems.

*(cf. 6141.5 - Advanced Placement)
 (cf. 6142.92 - Mathematics Instruction)
 (cf. 6143 - Courses of Study)
 (cf. 6146.1 - High School Graduation Requirements)*

The Superintendent or designee shall work with district teachers, counselors, and administrators and the representatives of feeder schools to develop consistent protocols for placing students in mathematics courses offered at district high schools. Such placement protocols shall systematically take into consideration multiple objective academic measures that may include, but are not limited to, interim and summative assessments, placement tests that are aligned to state-adopted content standards in mathematics, classroom assignment and grades, and report cards.

*(cf. 5121 - Grades/Evaluation of Student Achievement)
 (cf. 6162.5 - Student Assessment)
 (cf. 6162.51 - State Academic Achievement Tests)*

Students shall be enrolled in mathematics courses based on the placement protocols. No student shall repeat a mathematics course which he/she has successfully completed based on the district's placement protocols.

When a student does not qualify to be enrolled in a higher level mathematics course based on a consideration of the objective measures specified in the placement protocols, he/she may nevertheless be admitted to the course based on the recommendation of a teacher or counselor who has personal knowledge of the student's academic ability.

The placement protocols shall specify a time within the first month of the school year when students shall be reevaluated to ensure that they are appropriately placed in mathematics courses and shall specify the criteria the district will use to make this determination. Any student found to be misplaced shall be promptly placed in the appropriate mathematics course.

Within 10 school days of an initial placement decision or a placement decision upon reevaluation, a student and his/her parent/guardian who disagree with the placement of the student may appeal the decision to the Superintendent or designee. The Superintendent or

Instruction

PLACEMENT IN MATHEMATICS COURSES

designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal. The decision of the Superintendent or designee shall be final.

(cf. 5123 - Promotion/Acceleration/Retention)

District staff shall implement the placement protocols uniformly and without regard to students' race, sex, gender, nationality, ethnicity, socioeconomic background, or other subjective or discriminatory consideration in making placement decisions.

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

The Superintendent or designee shall ensure that all teachers, counselors, and other district staff responsible for determining students' placement in mathematics courses receive training on the placement protocols.

(cf. 4131 - Staff Development)

Prior to the beginning of each school year, the Superintendent or designee shall communicate the district's commitment to providing students with the opportunity to complete mathematics courses recommended for college admission, including approved placement protocols and the appeal process, to parents/guardians, students, teachers, school counselors, and administrators.

This policy and the district's mathematics placement protocols shall be posted on the district's web site. (Education Code 51224.7)

(cf. 1113 - District and School Web Sites)

Annually, the Board and the Superintendent or designee shall review student data related to placement and advancement in the mathematics courses offered at district high schools to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. The Board and Superintendent shall also consider appropriate recommendations for removing any identified barriers to students' access to mathematics courses.

(cf. 0500 - Accountability)

Instruction

PLACEMENT IN MATHEMATICS COURSES

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48070.5 Promotion and retention; required policy

51220 Areas of study, grades 7-12

51224.5 Completion of Algebra I or Mathematics I

51224.7 California Mathematics Placement Act of 2015

51225.3 High school graduation requirements

51284 Financial literacy

60605 State-adopted content and performance standards in core curricular areas

60605.8 Common Core standards

Management Resources:

CSBA PUBLICATIONS

Math Misplacement, Governance Brief, September 2015

Governing to the Core, Governance Briefs

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013

California Common Core State Standards: Mathematics, January 2013

COMMON CORE STATE STANDARDS INITIATIVE PUBLICATIONS

Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards

LAWYERS' COMMITTEE FOR CIVIL RIGHTS OF THE SAN FRANCISCO BAY AREA (LCCR)

Held Back - Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes

WEB SITES

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

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

Common Core State Standards Initiative: <http://www.corestandards.org/math>

Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCR): <http://www.lccr.com>

Policy SIERRA SANDS UNIFIED SCHOOL DISTRICT

Adopted: June 16, 2016 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***

John Faber
Biology – BHS
Effective 5-26-16

Brian Kniffin
Special Day Class – BHS
Effective 5-26-16

Whitney McKemy
TK/K Combination - Inyokern
Effective 5-26-16

Andrea Miller
1st Grade – Las Flores
Effective 5-26-16

James Miller
Psychologist – Pupil Support Services
Effective 6-30-16

Launa Miller
TK/K Combination - Gateway
Effective 5-26-16

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Cindy Bower***
8 hr. Administrative Secretary II – SELPA
Effective 8-2-16

Emma Cleveland
6 hr. Paraprofessional – Murray
Effective 6-16-16

Kayla Decker
1 ¾ hr. Paraprofessional – Inyokern
And
1 ½ hr. Noon Duty Supervisor – Inyokern
Effective 5-26-16

Tandy Janson***
Transportation Clerk – Transportation
Effective 7-1-16

Lillian Kishfy-Gross
1 ¾ hr. Noon Duty Supervisor – Faller
Effective 6-1-16

Kelli Taliaferro
5 ½ hr. Paraprofessional – Richmond
Effective 8-1-16

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Ellen Robinson
8 hr. Transportation Manager
Effective 6-13-16

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Heidi Smith
5 hr. Paraprofessional, AR – Richmond
Effective 8-9-16

Classified Substitutes for the 2015-2016 School Year:

Jay Carson
Jesse Coluna
Courtney Marr
Wendy Werneking

8.24 CHANGE OF STATUS

Janna Chilbes
From: 8 hr. Account Clerk III – Business Office
To: Administrative Secretary II – Curriculum and Instruction
Effective 8-17-16

Kristen Groves
From: Food Service Manager II – Murray
To: Food Service/Warehouse Supervisor
Effective 7-1-16

Maria Hannah
Added: 1 hr. Food Service Assistant I – Mesquite
Effective 5-10-16

Lora (Lori) McGuire
From: Interim Director of Finance and Budget – Business Office
To: Director of Finance and Budget – Business Office
Effective 7-1-16

Charles Novascone
From: 6 hr. Paraprofessional – Burroughs
To: 5 ½ hr. Paraprofessional – Burroughs
Effective 8-9-16

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Melissa Reinke

From: 1 hr. Food Service Assistant I – Mesquite

To: 3 ¾ hr. Food Service Assistant II – James Monroe

And 1 ½ hr. Food Service Assistant I – James Monroe

Effective 5-9-16

Karena Riddle

From: 5 hr. Paraprofessional, AR– Richmond

To: 6 ½ hr. Computer Paraprofessional – Richmond

Effective 8-9-16

Bambi Riden

From: 4 hrs. 4 days per week, Computer Paraprofessional - Gateway

To: 6 ½ hrs. 5 days per week, Computer Paraprofessional – Gateway

Effective 8-9-16

8. PERSONNEL ADMINISTRATION

- 8.3 AB 1200 Documentation for the Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2015-16
-

BACKGROUND INFORMATION: The DATA and district negotiation teams reached a tentative agreement for 2015-16 and 2016-2017. The tentative agreement was presented to the board at their May 19, 2016 regular meeting.

CURRENT CONSIDERATIONS: The district is presenting the AB 1200 documentation in response to DATA's membership ratifying the tentative agreement reached between the district and DATA which was presented at the May 19, 2016 regular board meeting.

FINANCIAL IMPLICATIONS: Please refer to the attached AB 1200 documentation enclosed in the packet.

SUPERINTENDENT'S RECOMMENDATION: Approve the AB 1200 documentation for the tentative agreement between the Desert Area Teachers Association (DATA) and the Board of Education regarding collective bargaining agreement for 2016-2019 as presented.

Sierra Sands Unified School District
DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5
 Desert Area Teachers Association (DATA)

The proposed agreement covers the period beginning July 1, 2015 and ending June 30, 2017 and will be acted upon by the Governing Board at its meeting on June 16, 2016

Note:

1% salary increase =	\$	160,150	\$164,282	\$168,471
1% statutory benefit increase =	\$	21,201	\$24,811	\$24,811
1% Total Compensation increase =	\$	181,351	\$189,093	\$193,282

A. Proposed Change in Compensation - Fund 01 - General Fund				Fiscal Impact of Proposed Agreement			Comments
Compensation				Current Year 2015-16	Year 2 2016-17	Year 3 2017-18	
1.	Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-) Percent of Total Comp					Step/Column previously included in budget
2.	Salary Schedule - Increase/(Decrease)	Cost (+/-) Percent of Total Comp	\$ 413,188 2.28%	\$ 832,107 4.40%	\$ 832,107 4.31%		On-schedule increases of 2.58% for 15-16 and 2.55% for 16-17. Amounts shown for 16-17 and 17-18 are reflective of impact of 15-16 and 16-17 increases to respective budgets
3.	Other Compensation	Cost (+/-) Percent of Total Comp	\$ 20,819 0.11%	\$ 132,310 0.70%	\$ 132,310 0.68%		15-16 reflects a combo class stipend increase and differentiated pay schedule change. 16-17 reflects 15-16 changes, added salary schedule steps, and change to longevity.
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-) Percent of Total Comp	\$ 57,455 0.32%	\$ 145,650 0.77%	\$ 145,650 0.75%		Associated with respective salary increases
5.	Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-) Percent of Total Comp		\$ (366,800) -1.94%	\$ (366,800) -1.90%		Health/Welfare ongoing savings related to a 90/10 (district/employee) cost sharing of Health/Welfare costs.
6.	Total Compensation - Increase/(Decrease) Total of Lines 1-5.	Cost (+/-) Percent of Total Comp	\$ 491,461 2.71%	\$ 743,267 3.93%	\$ 743,267 3.85%		
7.	Total Number of Represented Employees		256	256	256		
8.	Total Compensation Cost for Average Employee Increase/(Decrease)	Cost (+/-) Percent of Total Comp	\$ 1,920 2.71%	\$ 2,903 3.93%	\$ 2,903 3.85%		

B. Proposed Negotiated Changes in Non-Compensation Items

N/A

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

D. What contingency language is included in the proposed agreement? (reopeners, etc.)

E. Source of Funding for Proposed Agreement

General Fund

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard	
a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$ 50,350,169
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$ 1,510,505
2. Unrestricted Fund Balance (After Impact of Proposed Agreement)	
a. General Fund Unrestricted Reserve for Economic Uncertainties	\$ 2,517,508
b. General Fund Unrestricted Nonspendable Amounts (e.g. Revolving Cash, Stores inventory, etc)	\$ 90,000
c. General Fund Unrestricted Committed/Assigned Amounts	\$ 387,508
d. General Fund Unrestricted Unassigned/Unappropriated Amounts	\$ (0)
e. Total District Unrestricted Fund Balance	\$ 2,995,017

3. Do unrestricted reserves meet the state standard minimum reserve amounts?

Yes

**Impact Of Proposed Agreement On Current Year Operating Budget
Fund 01 - General Fund**

Description	Column 1 Latest Board Approved Budget (2nd Interim)	Column 2 Other Adjustments	Column 3 Adjustments Result of Settlement	Column 4 Total Impact On Budget
Revenues				
Local Control Funding Formula (8010-8099)	\$ 37,527,834	\$ -	\$ -	\$ 37,527,834
Remaining Revenues (8100-8799)	\$ 13,559,760	\$ -	\$ -	\$ 13,559,760
Total Revenues	\$ 51,087,594	\$ -	\$ -	\$ 51,087,594
Expenditures				
1000 Certificated Salaries	\$ 19,427,837	\$ -	\$ 434,007	\$ 19,861,844
2000 Classified Salaries	\$ 6,997,683	\$ -	\$ -	\$ 6,997,683
3000 Employees' Benefits	\$ 12,823,773	\$ -	\$ 57,455	\$ 12,881,228
4000 Books & Supplies	\$ 4,105,951	\$ -	\$ -	\$ 4,105,951
5000 Services & Operating Expenses	\$ 5,050,819	\$ -	\$ -	\$ 5,050,819
6000 Capital Outlay	\$ 565,894	\$ -	\$ -	\$ 565,894
7000 Other	\$ 874,875	\$ -	\$ -	\$ 874,875
Total Expenditures	\$ 49,846,832	\$ -	\$ 491,462	\$ 50,338,294
Operating Surplus (Deficit)	\$ 1,240,762	\$ -	\$ (491,462)	\$ 749,300
Other Sources and Transfers In	\$ 173,526	\$ -	\$ -	\$ 173,526
Other Uses and Transfers Out	\$ 11,875	\$ -	\$ -	\$ 11,875
Current Yr Incr/(Decr) In Fund Balance	\$ 1,402,413	\$ -	\$ (491,462)	\$ 910,951
Beginning Balance	\$ 3,700,948	\$ -	\$ -	\$ 3,700,948
Current-Year Ending Balance	\$ 5,103,361	\$ -	\$ (491,462)	\$ 4,611,899
Components of Ending Balance				
Nonspendable	\$ 90,000	\$ -	\$ -	\$ 90,000
Restricted	\$ 1,616,882	\$ -	\$ -	\$ 1,616,882
Committed	\$ 903,543	\$ -	\$ (516,035)	\$ 387,508
Assigned	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainty	\$ 2,492,935	\$ -	\$ 24,573	\$ 2,517,508
Unassigned/Unappropriated	\$ (0)	\$ -	\$ (0)	\$ (0)

* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

G. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the (Insert School District Here), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Desert Area Teachers Association, during the term of the agreement from July 1, 2015 to June 30, 2017.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

	2015-16 Budget Adjustment Increase (Decrease)	2016-17 Budget Adjustment Increase (Decrease)
Budget Adjustment Categories:		
Revenues/Other financing Sources	\$ -	\$ -
Expenditures/Other Financing Uses	\$ 491,461	\$ 743,267
Ending Balance Increase (Decrease)	\$ (491,461)	\$ (743,267)

N/A _____ (no budget revisions necessary)

District Superintendent

Date

Chief Business Officer

Date

CERTIFICATION NO. 2:

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Disclosure of Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent
(Signature)

Date

Chief Financial Officer
(Signature)

Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 16, 2016 took action to approve the proposed Agreement with the Desert Area Teachers Association.

President (or Clerk) of the Governing Board
(Signature)

Date

8. PERSONNEL ADMINISTRATION

8.4 Presentation of Initial Sunshine Contract Proposal for 2016-17 from the Board of Education to Chapter 188 of the California School Employees Association

BACKGROUND INFORMATION: The Board of Education would like to submit their sunshine proposal to Chapter 188 of the California School Employees Association for the 2016-17 school year.

CURRENT CONSIDERATIONS: The Board of Education will submit its initial sunshine contract proposal for 2016-17 to the Chapter 188 of the California School Employees Association at the meeting.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board present the initial sunshine contract proposal for 2016-17 to Chapter 188 of the California School Employees Association and set the next regular meeting date as the date for the public hearing on the proposal.

DISTRICT PROPOSAL TO CSEA
INITIAL PROPOSAL OF SIERRA SANDS UNIFIED SCHOOL DISTRICT
TO
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CH. 188
FOR A “SUCCESSOR” TO THE COLLECTIVE BARGAINING AGREEMENT:
2016

Pursuant to Government Code section 3547, the Sierra Sands Unified School District (hereafter “District”) hereby submits its initial proposal to the California School Employees Association (hereafter “CSEA” or “Association”) for a “Successor” to the Collective Bargaining Agreement (hereafter “Agreement”) for 2016.

The current contract expires on June 30, 2015. Therefore it is understood that the entire contract is open for bargaining considerations. In particular, the District has an interest in discussing the following Articles:

ARTICLE V EMPLOYEE COMPENSATION

The District has an interest in bargaining the fiscal impact of the Governor’s new budget formula LCFF (Local Control Funding Formula) as it pertains to, among other things, District funding and employee compensation.

ARTICLE VI HOURS

The District has an interest in bargaining, among other things, bus route scheduling practices that reflect current district needs.

ARTICLE VII CLASSIFICATION/JOB DESCRIPTION

The District has an interest in bargaining, among other things, classification/job descriptions that reflect current district needs.

ARTICLE VIII HEALTH AND WELFARE BENEFITS

The District has an interest in bargaining changes in health and welfare including, among other things, achieving a fixed health and welfare benefit cost for each employee and the effects of that change.

8. PERSONNEL ADMINISTRATION

8.5 Approval of Salary Schedules for Management and Confidential Employees, 2015-2016 and 2016-2017 School Years

BACKGROUND INFORMATION: The board has settled contract agreements regarding compensation issues for the 2015-16 and 2016-17 school years with the Desert Area Teachers Association. Compensation issues have now been addressed for confidential and management employees for the same two years.

CURRENT CONSIDERATIONS: Presented for approval are revised salary schedules for management and confidential employees for the 2015-16 and 2016-17 school years. As with the compensation agreements with the Desert Area Teachers Association, the revised schedules reflect an across-the-board salary increase for 2015-16, and an increase in salary for the 2016-17 school year, in exchange for a 90/10 (district/employee) health/welfare split contribution. The method and purpose of the revised schedules mirror those of the DATA agreement. Exact percentage figures are slightly different for each unit to account for equivalent (fair share) settlements.

FINANCIAL IMPLICATIONS: The cost for total compensation of the proposed salary schedule revisions for both management and confidential employees is appropriately budgeted in the general fund. A 5% reserve in the three-year multi-year projection is sustained.

SUPERINTENDENT'S RECOMMENDATION: Approved the proposed management and confidential salary schedules for 2015-16 and 2016-17 school years as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
MANAGEMENT SALARY SCHEDULE FOR 2016-17

Additional \$1500 for MA; \$2500 for Ed.D per year			16-17 .72% increase							
CLASS	POSITION	DAYS P/YR.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
I	Asst. Supt. Curriculum/Instruction	225	99,112	101,663	104,202	106,754	109,296	111,837	114,378	116,919
	Asst. Supt. Human Resources									
	Asst. Supt. of Business									
	Executive Director/SELPA									
II	High School Principal	225	96,552	99,112	101,655	104,202	106,742	109,282	111,823	114,363
III	Principal Alternative Education	220	89,480	91,963	94,450	96,935	99,421	101,907	104,394	106,880
IV	Middle School Principal	210	87,782	90,157	92,525	94,907	97,281	99,655	102,029	104,402
	Coord. Special Projects									
	Coordinator, Pupil Services									
V	Elementary Principal	206	83,407	85,701	88,058	90,479	92,967	95,524	98,150	100,776
VI	Director of Construction	225	83,032	85,407	87,782	90,157	92,525	94,907	97,281	99,655
	Director of Technology									
VII	High School Asst. Principal	200	81,345	83,602	85,864	88,123	90,383	92,642	94,901	97,161
VIII	Middle School Asst. Principal	200	76,842	78,224	81,360	83,620	85,881	88,143	90,405	92,666
	High School Dean of Students									
IX	Director of Finance & Budget	225	73,279	75,422	77,595	79,838	82,136	84,435	86,734	89,032
	Director, Warehouse/Food. Serv.									
	Director of Maintenance									
X	Manager, Facilities/Maintenance	225	55,571	57,266	58,631	60,726	62,547	64,369	66,190	68,011
	Manager, Transportation									
XI	Supervisor of Custodial Services	225	42,698	43,882	45,099	46,353	47,638	48,923	50,208	51,493
Management employees shall receive an on-going longevity increase of 5% above the salary schedule level to which they would otherwise be entitled upon attainment of 10 years of uninterrupted service to Sierra Sands Unified and ongoing each subsequent year.										
Management personnel's annual salary is based on actual days worked with 260 days per year.										
Same holidays as classified staff.										
Promotions within the District shall be not less than a 5% increase in employee's daily rate.										
Revised 06/02/16										

SIERRA SANDS UNIFIED SCHOOL DISTRICT
MANAGEMENT SALARY SCHEDULE FOR 2015-2016

Additional \$1500 for MA; \$2500 for Ed.D per year			15-16 2.71% Retro							
CLASS	POSITION	DAYS P/YR.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
I	Asst. Supt. Curriculum/Instruction	225	98,403	100,936	103,457	105,991	108,514	111,037	113,561	116,084
	Asst. Supt. Human Resources									
	Asst. Supt. of Business									
	Executive Director/SELPA									
II	High School Principal	225	95,862	98,403	100,929	103,457	105,979	108,501	111,023	113,545
III	Principal Alternative Education	220	88,840	91,305	93,775	96,242	98,711	101,179	103,647	106,116
IV	Middle School Principal	210	87,154	89,512	91,864	94,228	96,585	98,942	101,299	103,656
	Coord. Special Projects									
	Coordinator, Pupil Services									
V	Elementary Principal	206	82,811	85,088	87,428	89,832	92,302	94,841	97,448	100,056
VI	Director of Construction	225	82,438	84,796	87,154	89,512	91,864	94,228	96,585	98,942
	Director of Technology									
VII	High School Asst. Principal	200	80,763	83,004	85,250	87,493	89,736	91,980	94,223	96,466
VIII	Middle School Asst. Principal	200	76,292	77,665	80,779	83,022	85,267	87,513	89,758	92,004
	High School Dean of Students									
IX	Director of Finance & Budget	225	72,756	74,883	77,040	79,267	81,549	83,831	86,114	88,396
	Director, Warehouse/Food. Serv.									
	Director of Maintenance									
X	Manager, Facilities/Maintenance	225	55,174	56,856	58,212	60,292	62,100	63,908	65,717	67,525
	Manager, Transportation									
XI	Supervisor of Custodial Services	225	42,393	43,568	44,776	46,022	47,297	48,573	49,849	51,125
Management employees shall receive an on-going longevity increase of 5% above the salary schedule level to which they would otherwise be entitled upon attainment of 10 years of uninterrupted service to Sierra Sands Unified and ongoing each subsequent year.										
Management personnel's annual salary is based on actual days worked with 260 days per year.										
Same holidays as classified staff.										
Promotions within the District shall be not less than a 5% increase in employee's daily rate.										
Revised 06/02/16										

CONFIDENTIAL SALARY SCHEDULE PROPOSAL
2016-2017 Change Effective 07/01/2016

CONFIDENTIAL

2014-15 Chg Steps to 5% and L4 to 6% then 7.75% increase (value of 7% PERS and 4% Settlement)

POSITIONS	Range	Steps							6% (7th)	6%(11th)	6%(15th)	6%(19)	6%(23)	6%(26)	6%(28)
				A	B	C	D	E	L1	L2	L3	L4	L5	L6	L7
	C-20	\$11.41	\$11.41	\$13.82	\$14.51	\$15.23	\$15.99	\$16.79	\$17.80	\$18.87	\$20.00	\$21.20	\$22.47	\$23.82	\$25.25
	C-22	\$11.70	\$11.70	\$14.17	\$14.88	\$15.62	\$16.40	\$17.22	\$18.25	\$19.35	\$20.51	\$21.74	\$23.05	\$24.43	\$25.89
	C-23	\$11.98	\$11.98	\$14.51	\$15.23	\$15.99	\$16.79	\$17.63	\$18.69	\$19.81	\$21.00	\$22.26	\$23.60	\$25.01	\$26.51
	C-24	\$12.59	\$12.59	\$15.25	\$16.01	\$16.81	\$17.65	\$18.53	\$19.64	\$20.82	\$22.07	\$23.40	\$24.80	\$26.29	\$27.86
	C-25	\$12.93	\$12.93	\$15.66	\$16.44	\$17.26	\$18.13	\$19.03	\$20.17	\$21.38	\$22.67	\$24.03	\$25.47	\$27.00	\$28.62
	C-26	\$13.25	\$13.25	\$16.04	\$16.85	\$17.69	\$18.57	\$19.50	\$20.67	\$21.91	\$23.23	\$24.62	\$26.10	\$27.66	\$29.32
	C-27	\$13.56	\$13.56	\$16.42	\$17.24	\$18.10	\$19.01	\$19.96	\$21.16	\$22.43	\$23.77	\$25.20	\$26.71	\$28.31	\$30.01
Adm Secretary II	C-28	\$13.90	\$13.90	\$16.83	\$17.67	\$18.56	\$19.49	\$20.46	\$21.69	\$22.99	\$24.37	\$25.83	\$27.38	\$29.02	\$30.76
Assistant to High School Principal	C-29	\$14.25	\$14.25	\$17.26	\$18.12	\$19.02	\$19.98	\$20.97	\$22.23	\$23.57	\$24.98	\$26.48	\$28.07	\$29.75	\$31.54
	C-30	\$14.63	\$14.63	\$17.72	\$18.60	\$19.53	\$20.51	\$21.53	\$22.83	\$24.20	\$25.65	\$27.19	\$28.82	\$30.55	\$32.38
	C-31	\$14.98	\$14.98	\$18.14	\$19.05	\$20.00	\$21.00	\$22.05	\$23.37	\$24.77	\$26.26	\$27.84	\$29.51	\$31.28	\$33.15
	C-32	\$15.34	\$15.34	\$18.58	\$19.50	\$20.48	\$21.50	\$22.58	\$23.93	\$25.37	\$26.89	\$28.51	\$30.22	\$32.03	\$33.95
Classified Personnel Technician, Payroll Tech	C-33	\$15.75	\$15.75	\$19.07	\$20.03	\$21.03	\$22.08	\$23.18	\$24.57	\$26.05	\$27.61	\$29.27	\$31.02	\$32.88	\$34.86
Personnel Technician/Cert Cred Anal	C-34	\$16.13	\$16.13	\$19.53	\$20.51	\$21.53	\$22.61	\$23.74	\$25.17	\$26.68	\$28.28	\$29.97	\$31.77	\$33.68	\$35.70
	C-35	\$16.51	\$16.51	\$19.99	\$20.99	\$22.04	\$23.14	\$24.30	\$25.76	\$27.30	\$28.94	\$30.68	\$32.52	\$34.47	\$36.54
Secretary to Superintendent	C-37	\$17.50	\$17.50	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76	\$27.30	\$28.94	\$30.68	\$32.52	\$34.47	\$36.54	\$38.73
	C-39	\$18.72	\$18.72	\$22.67	\$23.80	\$24.99	\$26.24	\$27.55	\$29.21	\$30.96	\$32.82	\$34.79	\$36.87	\$39.09	\$41.43
	C-40	\$20.23	\$20.23	\$24.50	\$25.72	\$27.01	\$28.36	\$29.78	\$31.56	\$33.46	\$35.46	\$37.59	\$39.85	\$42.24	\$44.77
	C-41	\$23.94	\$23.94	\$28.99	\$30.44	\$31.96	\$33.56	\$35.24	\$37.35	\$39.59	\$41.97	\$44.49	\$47.16	\$49.98	\$52.98

CONFIDENTIAL SALARY SCHEDULE PROPOSAL
2015-2016 Change Effective 07/01/2015

CONFIDENTIAL

2014-15 Chg Steps to 5% and L4 to 6% then 7.75% increase (value of 7% PERS and 4% Settlement)

POSITIONS	Range	Steps							6% (7th)	6%(11th)	6%(15th)	6%(19)	6%(23)	6%(26)	6%(28)
				A	B	C	D	E	L1	L2	L3	L4	L5	L6	L7
	C-20	\$11.41	\$11.41	\$13.33	\$14.00	\$14.70	\$15.43	\$16.20	\$17.18	\$18.21	\$19.30	\$20.46	\$21.68	\$22.98	\$24.36
	C-22	\$11.70	\$11.70	\$13.67	\$14.35	\$15.07	\$15.82	\$16.61	\$17.61	\$18.67	\$19.79	\$20.98	\$22.23	\$23.57	\$24.98
	C-23	\$11.98	\$11.98	\$14.00	\$14.70	\$15.43	\$16.20	\$17.01	\$18.03	\$19.12	\$20.26	\$21.48	\$22.77	\$24.13	\$25.58
	C-24	\$12.59	\$12.59	\$14.71	\$15.44	\$16.22	\$17.03	\$17.88	\$18.95	\$20.09	\$21.29	\$22.57	\$23.93	\$25.36	\$26.88
	C-25	\$12.93	\$12.93	\$15.11	\$15.86	\$16.65	\$17.49	\$18.36	\$19.46	\$20.63	\$21.87	\$23.18	\$24.57	\$26.05	\$27.61
	C-26	\$13.25	\$13.25	\$15.48	\$16.25	\$17.07	\$17.92	\$18.82	\$19.94	\$21.14	\$22.41	\$23.75	\$25.18	\$26.69	\$28.29
	C-27	\$13.56	\$13.56	\$15.84	\$16.63	\$17.47	\$18.34	\$19.26	\$20.41	\$21.64	\$22.93	\$24.31	\$25.77	\$27.32	\$28.95
Adm Secretary II	C-28	\$13.90	\$13.90	\$16.24	\$17.05	\$17.90	\$18.80	\$19.74	\$20.92	\$22.18	\$23.51	\$24.92	\$26.42	\$28.00	\$29.68
Assistant to High School Principal	C-29	\$14.25	\$14.25	\$16.65	\$17.48	\$18.35	\$19.27	\$20.24	\$21.45	\$22.74	\$24.10	\$25.55	\$27.08	\$28.71	\$30.43
	C-30	\$14.63	\$14.63	\$17.09	\$17.95	\$18.84	\$19.79	\$20.78	\$22.02	\$23.34	\$24.74	\$26.23	\$27.80	\$29.47	\$31.24
	C-31	\$14.98	\$14.98	\$17.50	\$18.38	\$19.29	\$20.26	\$21.27	\$22.55	\$23.90	\$25.34	\$26.86	\$28.47	\$30.18	\$31.99
	C-32	\$15.34	\$15.34	\$17.92	\$18.82	\$19.76	\$20.75	\$21.78	\$23.09	\$24.48	\$25.94	\$27.50	\$29.15	\$30.90	\$32.75
Classified Personnel Technician, Payroll Tech	C-33	\$15.75	\$15.75	\$18.40	\$19.32	\$20.29	\$21.30	\$22.37	\$23.71	\$25.13	\$26.64	\$28.24	\$29.93	\$31.73	\$33.63
Personnel Technician/Cert Cred Anal	C-34	\$16.13	\$16.13	\$18.84	\$19.79	\$20.78	\$21.81	\$22.91	\$24.28	\$25.74	\$27.28	\$28.92	\$30.65	\$32.49	\$34.44
	C-35	\$16.51	\$16.51	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.85	\$26.34	\$27.92	\$29.60	\$31.38	\$33.26	\$35.25
Secretary to Superintendent	C-37	\$17.50	\$17.50	\$20.45	\$21.47	\$22.54	\$23.67	\$24.85	\$26.34	\$27.92	\$29.60	\$31.37	\$33.26	\$35.25	\$37.37
	C-39	\$18.72	\$18.72	\$21.87	\$22.96	\$24.11	\$25.32	\$26.58	\$28.18	\$29.87	\$31.66	\$33.56	\$35.57	\$37.71	\$39.97
	C-40	\$20.23	\$20.23	\$23.63	\$24.82	\$26.06	\$27.36	\$28.73	\$30.45	\$32.28	\$34.22	\$36.27	\$38.44	\$40.75	\$43.20
	C-41	\$23.94	\$23.94	\$27.97	\$29.37	\$30.84	\$32.38	\$34.00	\$36.04	\$38.20	\$40.49	\$42.92	\$45.49	\$48.22	\$51.12

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following donations have been received: Mr. Daniel Wilson donated a Dell XPS 13 laptop computer with an estimated cash value of \$700.00 to be used at Burroughs High School, Richard and Jennifer Baker made a cash donation of \$2,000.00 to the Burroughs High School Band and Music Department, Mr. Robert Foster donated a 1996 Cadillac with an estimated cash value of \$2,100.00 to be used at the Burroughs High School auto shop, and Mr. Louis La Marca made a cash donation of \$1,000.00 to be used at Mesquite High School for student scholarships.

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 Discussion and Possible Action to Adopt Resolutions #21 1516, #22 1516, and #23 1516 Regarding Election Specifications

BACKGROUND INFORMATION: In preparation for the November 2016 Consolidated General Election, the Kern County Elections Department is requesting districts submit the necessary standing resolutions regarding election specifications.

CURRENT CONSIDERATIONS: The Kern County Elections Department has requested that school boards discuss, with possible action to adopt, resolutions regarding election specifications. The attached resolutions have been reviewed by the Kern County Superintendent of Schools. Sierra Sands Unified School District Board Bylaw 9220, Governing Board Elections, currently addresses election specifications.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board discuss, with possible action to adopt, Resolutions #21 1516, #22 1516, and #23 1516 regarding election specifications as requested by the Kern County Elections Department.

Sierra Sands USD

Board Bylaw

Governing Board Elections

BB 9220

Board Bylaws

Any person is eligible to be a Governing Board member, without further qualifications, if he/she is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter and not legally disqualified from holding civil office. (Education Code 35107)

A district employee elected to the Board shall resign his/her position before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9270 - Conflict of Interest)

When possible, Board election procedures shall be conducted in accordance with the California Education Code and Elections Code.

(cf. 9110 - Terms of Office)

Statement of Qualifications

The district shall assume no part of the cost of printing, handling, translating or mailing candidate statements filed pursuant to Elections Code 13307.

The Board secretary shall notify the county clerk of this policy on or before the 125th day before each Board member election. (Elections Code 10509)

Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall schedule a runoff election in accordance with law. (Education Code 5016)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office, county board of education

5000-5033 Elections

5220-5231 Elections
5300-5304 General provisions (conduct of elections)
5320-5329 Order and call of elections
5340-5345 Consolidation of elections
5360-5363 Election notice
5380 Compensation (of election officer)
5390 Qualifications of voters
5420-5426 Cost of elections
5440-5442 Miscellaneous provisions
7054 Use of district property
35107 Eligibility; school district employees
35177 Campaign expenditures or contributions
35239 Compensation of governing board member of districts with less than 70 ADA

ELECTIONS CODE

1302 Local elections, school district election
2201 Grounds for cancellation
4000-4004 Elections conducted wholly by mail
10400-10418 Consolidation of elections
10509 Notice of election by secretary
10600-10604 School district elections
13307 Candidate's statement
13309 Candidate's statement, indigency
20440 Code of Fair Campaign Practices

GOVERNMENT CODE

1021 Conviction of crime
1097 Illegal participation in public contract
12940 Nondiscrimination, Fair Employment and Housing Act
81000-91014 Political Reform Act

PENAL CODE

68 Bribes
74 Acceptance of gratuity
424 Embezzlement and falsification of accounts by public officers
661 Removal for neglect or violation of official duty

CALIFORNIA CONSTITUTION

Article 2, Section 2 Voters, qualifications
Article 7, Section 7 Conflicting offices
Article 7, Section 8 Disqualification from office

COURT DECISIONS

Randall v. Sorrell, (2006) 126 S.Ct. 2479

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 49 (2002)
83 Ops.Cal.Atty.Gen. 181 (2000)
81 Ops.Cal.Atty.Gen. 98 (1998)
69 Ops.Cal.Atty.Gen. 290 (1986)

Management Resources:

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute for Local Self Government: <http://www.ca-ilg.org/>

Bylaw SIERRA SANDS UNIFIED SCHOOL DISTRICT

adopted: June 20, 2002 Ridgecrest, California

**BEFORE THE GOVERNING BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
OF KERN COUNTY, CALIFORNIA**

In the Matter of the Establishment
of Protocols for Governing Board
Elections (Specifications of the Election
Order)

RESOLUTION #21 1516

Combined Resolution of the Governing Board (1) Ordering Biennial Election, (2) Specifying the Number of Words for Candidate Statements, (3) Requesting Consolidation of the Election, and (4) Requiring Filings to Specify the Method of Resolving Tie Votes, to Provide Notification of Seats to be Filled and Incumbents Occupying Them, and to Specify the Bearer of Costs for Candidate Statements

RECITALS

1. Education Code section 5000 provides for a regular biennial election to elect members to the Governing Board of the Sierra Sands Unified School District ("District"), to be held on the first Tuesday after the first Monday in November of even-numbered years; and
2. Education Code section 5304 requires this Board to order elections held in this District; and
3. Elections Code section 10012 requires this Board to fix and determine the number of words that a candidate may submit for the candidate's statement and to determine if the District or the candidate will pay the cost of the statement; and
4. Education Code section 5322 provides that whenever an election is ordered, a school district must deliver to the County Superintendent of Schools and County Elections Official a resolution specifying the date and purpose of the election; and
5. Education Code section 5342 authorizes the consolidation of school district elections with other elections held on the same day by political subdivisions whose boundaries may totally or partially be coterminous within the District and;
6. Education Code section 5016 requires the District to decide in advance the method to be used in determining the winner of an election when the final vote is tied between two or more candidates.

NOW, THEREFORE, BE IT RESOLVED as follows:

A. The above recitals are true and correct.

B. Prior to each governing board election, District shall issue and file with the County Elections Official and a Notice of Elective Offices specifying the number of seats to be filled at the election for the corresponding trustee area, if applicable, and the names of incumbents currently occupying the seats to be filled.

C. For the upcoming governing board election and future elections, the District shall further specify in the Notice of Elective Offices to be Filled whether the costs of the candidate's statement shall be paid by the candidate or the District.

D. For the upcoming governing board election and future elections, the District authorizes the County Elections Official pursuant to Education Code section 5304 to perform the duties incident to the preparation for and holding of the elections.

E. In accordance with Board policy, no candidate may submit a statement in excess of 200 words.

F. For the upcoming governing Board election in November and future elections, the County Superintendent of Schools shall be authorized and requested by copy of this Resolution to consolidate this election with any other election to be held on the same day by political subdivisions whose boundaries are totally or partially contained within this District for the ease and convenience of the voters in casting their ballots and the possible reduction of election costs to this District.

G. For the upcoming governing Board election in November and future elections, District shall adopt and file with the County Elections Official a Resolution specifying tie-breaking procedures as authorized in Education Code section 5016 and as specified in Board policy.

H. The District Superintendent is authorized to reimburse the County Superintendent of Schools and/or County Elections Official for costs and fees incurred in connection with providing consolidated election services, pursuant to the order of election submitted by the District.

I. This Resolution shall remain in full force and effect until rescinded or modified by the District.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____, seconded by Trustee _____, at a meeting held on June 16, 2016 by the following vote or abstention of each Board member present:

AYES:

NOES:

ABSENT:

DATED: June 16, 2016

President, Board of Trustees
Sierra Sands Unified School District

CERTIFICATION

I, Tim Johnson, Clerk to the Board of Trustees of the Sierra Sands Unified School District, certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on June 16, 2016.

DATED: June 16, 2016

Clerk, Board of Trustees
Sierra Sands Unified School District

RESOLUTION NO. 22 1516

Sierra Sands Unified School District

School District Name

Tie Breaking Procedures

WHEREAS, Pursuant to Section 5016 (b) of the Education Code, "The governing board may either call a runoff election or determine the winner or winners by lot. Prior to conducting any school board election on or after March 1, 1977, the governing board of each school district shall establish which of such procedures is to be employed by the district in the event of a tie vote." ;

NOW, THEREFORE, BE IT RESOLVED that this governing board does hereby determine:

- That the district policy for breaking a tie is:

Whenever a tie makes it impossible to determine which of two or
more candidates has been elected to the Board, the Board shall
schedule a runoff election in accordance with law. (Ed Code 5016)
BB 9220, Governing Board Elections

BE IT FURTHER RESOLVED that these policies shall remain in full force and effect until rescinded by this Board.

PASSED AND ADOPTED by the Board of Directors of the Sierra Sands Unified School District

this 16th day of June, 2016.

Ayes:

Noes:

Absent:

Secretary to the Board of Directors

RESOLUTION NO. 23 1516

Sierra Sands Unified School District

School District Name

Candidates' Statements

WHEREAS, Section 13307 of the Elections Code of the State of California requires this board to adopt certain policies in regard to statements of candidates who run for office as members of the governing board of the district;

NOW, THEREFORE, BE IT RESOLVED that this governing board does hereby determine:

- That the cost of printing, handling, and mailing candidates' statements shall be charged to the:

Candidate

(Candidate or District)

- That candidates not be permitted to submit additional materials to be sent to the voter with the sample ballot.
- That the candidate statement is limited to 200 words.

BE IT FURTHER RESOLVED that these policies shall remain in full force and effect until rescinded by this Board.

PASSED AND ADOPTED by the Board of Directors of the Sierra Sands Unified School District

this 16th day of June, 2016.

Ayes:

Noes:

Absent:

Secretary to the Board of Directors

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: The Burroughs Modernization and the New Murray Middle School are now beginning construction. The Burroughs PAC Boiler Relocation is in the bidding process and the Mesquite HVAC Replacement contract has been awarded. 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

June 16, 2016

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

June, 2016

· Address	500 E. French Ave. Ridgecrest, CA 93555
· Project Manager	Maas Dave Hall
· 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 to reorient the front of the campus to the southwest and a new Concessions/Restroom Building adjacent to the existing stadium. Work will include refurbishment of all finishes, replacement of all existing HVAC and lighting 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) 219,583 GSF (Rev.)
- Funding Source 80% DOD, 20% District Funds
- Construction Mobilization..... 2/17/16 (Complete – Previous date 4/8/16)
- Targeted Completion 6/30/17 (Originally 12/31/15; Grant Agreement Amended)

Sustainable Features

Meets requirements of the National Environmental Policy Act



BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

CONSTRUCTION PHASE

Fast Financial Facts

- Total Grant Project Budget \$31,909,274
 - OEA Funds (80%)..... \$25,527,419
 - Matching Funds (20%)..... \$ 6,381,855
- Construction Budget (OEA Grant) \$26,410,282
- Reserve for Soft Costs/Fees @ 30% TPB. ... \$ 9,572,782
- Encumbrances To Date. \$20,164,880
- Percent Complete of Project Cost 63.2%
- Percent Complete of Construction 7%



Project Update

- Library and Classroom Building M construction continues. Each of these buildings is scheduled to be re-occupied in September.
- Select Demolition continues for the Girl's Locker Room. This building is scheduled to be re-occupied in September.
- Select Demolition for the Concessions Building, Classroom Building G (Arts), Multi-Purpose Building, Administration Building (IT Spaces) and the Central Courtyard commenced May 31.
- Phase 2 (Redesign of the new Administration Building and the Student Parking Lot) has been partially reviewed by DSA, complete review is pending.
- The scheduled project meetings include weekly Job-site Construction Meetings and Bi-Weekly Owner's meetings.
- Revisions to Draft Request for Amendment to the Grant have been forwarded to OEA; formal request documents pending feedback meeting with OEA – schedule pending. Amendment will provide additional funding to pay for unforeseen conditions.

BURROUGHS HIGH SCHOOL

SCHEDULE: 12 MONTH

•DSA “Stamp-Out”	11/18/15
•Bid Release No. 1 Opening	12/22/15
•Board Approval of 9 Bid Packages	1/06/16
•Recommended Bid Packages to Board for Approval	1/21/16
•Bid Release No. 2 Opening (6 Bid Packages)	2/09/16
•Construction Mobilization	2/08/16 – 2/12/16
•Construction Start	3/28/16
•Projected Completion Dates	
• Library	8/15/16
• Building M (Classroom)	9/12/16
• Building G (Arts)	8/12/16 – 9/9/16
• Girls Locker Room	7/21/16
• Concessions Stand	8/30/16
• Central Courtyard	9/09/16
• Multi-Purpose Building Serving Line	9/09/16

BURROUGHS HIGH SCHOOL

90 DAY LOOK AHEAD SCHEDULE

	June			July				August				September	
	13	20	27	4	11	18	25	1	8	15	22	29	5
BUILDING M CLASSROOMS													
Framing & Drywall													
Exterior Lath & Plaster													
Windows & Doors													
HVAC													
Suspended Ceilings													
Finishes													
LIBRARY													
Suspended Ceilings													
Finishes													
Occupancy													
GIRL'S LOCKER ROOM													
Framing & Drywall													
Finishes													
Occupancy													
BUILDING G ARTS													
Select Demolition													
Framing & Drywall													
Exterior Lath & Plaster													
Windows & Doors													
Finishes													
COURTYARD													
Demolition													
Earthwork													
Utilities.													
Concrete Work													

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

CONSTRUCTION PHASE – SITE UTILITIES/GRADING

Address 200 E. Drummond Ave.
Ridgecrest, CA 93555

· Project Manager Maas
Steve Hubbard

· Architect IBI Group
Irvine, 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) 67,896 GSF (Rev - originally 93,000 SF)
- Funding Source 80% DOD, 20% District Funds
- Construction Mobilization..... 1/8/16 (Complete)
- Targeted Completion 7/31/17 (originally 9/30/16)

Sustainable Features

- Meets requirements of the National Environmental Policy Act

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

June, 2016

SITE UTILITIES AND GRADING PHASE

Fast Financial Facts

- Total Grant Project Budget \$ 39,542,838
 - OEA Funds (80%) \$ 31,634,270
 - SSUSD Matching Funds (20%) \$ 7,908,568
- Construction Budget (OEA Grant) \$ 34,510,554
- Demolition Allowance for Old Murray \$ 3,200,000
- Encumbrances To Date \$ 14,233,985
- Percent Complete of Project Cost 36.0%
- Percent Complete of Construction 10%

Project Update

- Meehlies Modular Manufacturing Co. continues with Construction Documents with anticipation of a late June submittal to DSA for review.
- Construction Activities currently in progress.
 - Soil Remediation - Complete
 - Site Demolition - Complete
 - Site Utilities (Start 5/14/16. Complete 6/17/16).
 - Site Electrical (Start 5/14/16, Complete 6/3/16).
 - Clean soil import to bring building pads to the design elevation pending soil test approval by DTSC.
- Comments to Draft Request for Amendment to the Grant have been returned and responded to by OEA; formal request to be submitted by May 21, 2016. Amendment will provide additional funding to pay for unforeseen conditions.



MURRAY MIDDLE SCHOOL

SCHEDULE: 12 MONTH

•DSA “Stamp-Out”	8/17/15
•Bid Release No. 1 Opening	10/06/15
•Board Approval of 3 Bid Packages	11/19/15
•Bid Release No. 2 (4 Bid Packages)	12/08/16 – 1/12/16
•Board Approval of Bid Release No. 2 (4 Bid Packages)	1/21/16
•Construction Mobilization	12/07/15
•Site Remediation, Site Utilities & Site Electrical	12/28/15 – 3/25/16
•Negotiation for Modulares	3/25/16
•Preparation of Modular Documents for DSA review.	3/28/16 – 6/15/16 (Projected – Previously 5/8/16)
•DSA Review	6/15/16 – 8/12/16 (Projected – Previously 7/14)
•Corrections & Re-submittal to DSA	8/31/16
•DSA “Stamp-Out”	9/05/16 (Projected)
•Commence fabrication of modular units	9/06/16 (Projected)

MURRAY MIDDLE SCHOOL

90 DAY LOOK AHEAD SCHEDULE

	June			July				August				September	
	13	20	27	4	11	18	25	1	8	15	22	29	5
SITE UTILITIES													
Sanitary Sewer													
Storm Drain													
Water Distribution													
SITE ELECTRICAL													
Underground Electrical													
Manholes & Pull Boxes													
Cable & Wire													
Lighting Fixtures													

HVAC REMEDIATION

PROJECT STATUS REPORT

June, 2016

PRE-CONSTRUCTION PHASE

· 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 benefited 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 Mobilization. June 2016 (prior Sept 2015)*
- Targeted Completion Summer 2016 (prior Spring 2017)*

* District determined that construction must occur when school not in session. DSA Plan check delay resulted in missing Summer 2015 construction; next opportunity for construction is Summer 2016.

- Meets requirements of the National Environmental Policy Act



HVAC REMEDIATION

PROJECT STATUS REPORT

PRE-CONSTRUCTION PHASE

Fast Financial Facts

- Total Project Budget\$7,024,500
- Construction Budget @ 70%.....\$4,917,150
- Reserve for Soft Costs/Fees at 30%\$2,107,350
- Encumbrances To Date.....\$ 852,697
- Percent Complete of Project Cost 12.1%
- Percent Complete of Construction 0%

Project Update

- BHS PAC HVAC Boiler Relocation will be completed over the summer break in conjunction with the BHS Modernization Project
- Mesquite HVAC Replacement. Construction Contract has been awarded. Construction will be completed over this summer break.
- Applications for State Facilities Hardship have been approved (unfunded) by the State Allocation Board

HVAC REMEDIATION

SCHEDULE:

BHS PAC Boiler Replacement

- DSA "Stamp-Out" 7/02/15
- Submitted to Prime Trade Contractors for Pricing 4/13/15
- Pricing Complete 4/29/16
- Recommend Pricing Results for Board Approval 6/16/16
- Construction Start 6/20/16

Mesquite HVAC Replacement

- DSA "Stamp-Out" 7/07/15
- Bid Advertisements (twice) 3/07/16 & 3/14/16 (Previously 2/8/16 & 2/15/16)
- Bidding Period 3/07/16 to 4/5/16
- Recommended Bid Results for Board Approval 4/21/16
- Submittal Review 3/22/16 -04/05/16
- Construction Start 6/08/16

HVAC REMEDIATION

90 DAY LOOK AHEAD SCHEDULE

(SCHEDULES FOR MESQUITE AND PERFORMING ARTS CENTER PENDING)

10. CONSTRUCTION ADMINISTRATION

10.2 Approval for Updated Equipment and Installation Services with Digital Networks Group, Inc. at Burroughs High School

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. At the time of the original design, the equipment specified was current technology. However, due to unforeseen delays in the project, and substantial time elapsed since original design, technology has surpassed the prior specified equipment.

CURRENT CONSIDERATIONS: In order to provide current technology to the classroom, modern equipment must be purchased to provide the up-to-date standard of teaching. The design consultants revised the prior equipment specifications accordingly. The district then proceeded to solicit a quote from Digital Networks Group, Inc. which is currently under contract to the district to provide technology infrastructure at Burroughs High School. Digital Networks would provide and install a wall mounted projector and teaching board, as well as the necessary cabling for 44 classrooms in all modernized buildings. The equipment would replace the technology existing in the classrooms today with up-to-date technology.

FINANCIAL IMPLICATIONS: The quote received and to be made a part of the project is for \$426,171.86. The district is expected to receive a credit from the electrical prime trade contractor for prior specified equipment, which will not be installed, under a different contract amendment; the amount of such amendment is pending. Funding for this expense shall be 80% from the Burroughs High School Grant funds and 20% from district matching funds including Fund 25.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the proposed updated necessary equipment and installation with Digital Networks Group, Inc. as presented.



Quote 4/26/2016
Project Number: AB# 21848-3

Burroughs HS

Chris Ursetta

Sierra Sands Unified School District

Donnie Morrison
Director of Technology
113 Felspar
Ridgecrest, CA 93555-3589

Tel: 760.499.1633
Fax: 760.375.0231

Ship To:

THIS PROPOSAL IS FOR (44) CLASSROOMS and (1) FACULTY LOUNGE IN BUILDING "M" AT BURROUGHS HS.

THIS INCLUDES:

- EXTRON WALL VAULT SYSTEM WITH 4 INPUTS AND 2 FLAT FIELD SPEAKERS
- EPSON 595VM PROJECTOR
- 5X8 MOREECO BOARD
- PREVAILING WAGE RATES INCLUDED
- 2 YEAR WARRANTY INCLUDED

THIS ASSUMES:

- DATA DROPS WILL BE PROVIDED FOR THE MLC CONTROLLERS
- ELECTRICAL AND BACK BOXES WITH PATHWAY TO ABOVE THE T-BAR WILL BE IN PLACE
- WORK WILL BE DONE 1ST SHIFT
- ALL LOCATIONS ARE WITHIN 35 FEET OF THE PROJECTOR

THIS EXCLUDES:

- PRIORITY PAGING INTERRUPTER
- USER CABLES

Mfr-Part No.	Qty	Description	Unit Price	Extended
Extron-42-212-03	45	Four Input Digital WallVault, WM	3,494.44	157,249.80
Extron-42-139-01	45	VoiceLift Microphone System for PoleVault - Single Pendant	758.82	34,146.90
EPSON-V12H525001	45	EPSON USB Booster Cable for BrightLink 470/480 Series (5m)	29.99	1,349.55
EPSON-V11H599022	45	EPSON BrightLink 595VM Projector, 3300 Lumens, WXGA	1,799.00	80,955.00
Mooreco 202AJ	45	5x8 Porcelain Markerboard with Delux Aluminum Trim	538.93	24,251.85
DNG	45	Misc Support, Hardware, Connectors, Etc.	142.86	6,428.70
		Equipment Sub-Total		304,381.80
		Prevailing Wage Installation Sub-Total		67,318.70
	1	PAYMENT & PERFORMANCE BONDING	4,306.50	4,306.50
	1	2nd Year Warranty	14,400.00	14,400.00

Created on 4/26/2016

Page 1 of 2

Printed on 4/26/2016

Digital Networks Group, Inc. Project: 21848-3

100 Columbia Suite 100 • Aliso Viejo, CA 92656 • Phone (949) 428-6333 • Fax (949) 428-6334
www.digitalnetworksgroup.com
California Contractors License # 822511



Pricing Summary

This Quote is Valid for 30 Days.

This Lump Sum contract price includes all material, equipment, applicable tax and installation.

DNG PWC/DIR # 1000001928

Shipping & Handling: \$10,653.36
CA Local Tax \$25,111.50

Lump Sum Project Total: \$426,171.86

DIR PROJECT ID # _____

Terms

Net 30

Design Criteria / Assumptions:

1. Conduits/Electrical Work:

- * All conduit is usable and free of obstructions
- * Conduit, backboxes and sleeves provided by others
- * 110 VAC outlets and circuits not included
- * Core drilling not included, unless otherwise noted
- * Power Supplies, surge suppressors, UPS not included
- * Site shall be accessible during scheduled work hours

2. Pricing:

- * All Pricing is confidential

3. Quality Assurance:

- * All cabling complies with EIA-TIA 568/569B Standards
- * All work shall comply with applicable Building Codes
- * Changes to contract must be approved in writing

System Maintenance Offerings:

Ask about DNG's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or DNG's Service Group for coverage options -

Basic Maintenance Package: Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Notice to Proceed

This document may serve as a Notice to Proceed to Digital Networks Group (DNG) in advance of a customary Purchase Order or Contract. Alternatively, this document may serve as a formal Purchase Order to DNG only in the event the Customer does not or cannot generate a formal Purchase Order or Contract to DNG. In either event, this agreement creates a binding contract between Digital Networks Group and the Customer. By signing this document the Customer is approving DNG to procure materials and to provide the installation services as specified without reservation, and the customer agrees to pay the Total Project Cost within the terms stated above. DNG is acting in good faith that the individual signing this document on behalf of the Customer is duly authorized to enter into this binding agreement.

Cancellation: If for any reason the customer provides a written Notice of Cancellation to terminate a portion of this project or the entire project, the customer agrees to pay DNG for pro-rated services rendered and products purchased and received which may not be returned to the factory, or in the event product may be returned, the customer agrees to pay DNG applicable vendor restocking charges up to the date of cancellation.

Account Manager: _____ Date: _____

Customer: _____ Date: _____



10. CONSTRUCTION ADMINISTRATION

10.3 Approval for Carport Equipment and Installation Services with National Carport Industries at Burroughs High School

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA) in December 2012, the district initiated design and construction phase services to complete execution of the project. At the time of the original design, the auto shop was not a part of the scope of work. However, during the course of DSA review, it became apparent that the existing auto shop does not comply as a student teaching facility. Therefore, it was decided to relocate the auto shop function to the existing G-building, which is authorized as a student teaching facility. As part of the relocation of the auto shop, a carport canopy is required for outdoor functions.

CURRENT CONSIDERATIONS: In order to provide the optimum equipment for the carport structure, research was conducted into the most cost-effective, functional, and expedient manner in which to obtain the structure and competitive bids were solicited per established protocol. As no bids were received, further research revealed that a DSA Pre-Checked (PC) carport structure could be purchased and installed. National Carport Industries can provide such a structure.

FINANCIAL IMPLICATIONS: The quote received and to be made a part of the project is for \$54,913.92. This quote includes material, fabrication, delivery, and installation. Funding for this expense shall be 80% from the Burroughs High School DoD Grant funds and 20% from district matching funds including Fund 35.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board authorize district staff to purchase the proposed carport structure with National Carport Industries as presented.

Quotation

National Carport Industries

P.O. Box 2323
Sherman, TX 75091-2323
Phone (903) 892-1896 Fax (903) 892-9098

Date:	May 16, 2016	Project:	Sierra Sand Unified School	Per SQ FT
Attn:	Dave Hall	\$	30,720.00 Materials	16.00
Company:	MAAS	\$	1,728.00 Galvanizing Of Columns	0.90
Address:	113 Felpar Av	\$	3,840.00 Freight	2.00
	Ridgecrest, CA 93555	\$	36,288.00 Taxable Subtotal	18.90
		\$	3,265.92 Taxes--- Rate 0.0900	1.7010
Telephone:	760-499-5301	\$	39,553.92 Subtotal	20.60
Fax:		\$	15,360.00 Installation Does not include	8.00
Cel:		\$	Spread Footing Or Hard Rock	
Email:		\$	54,913.92 Subtotal	0.000
OPTIONS				
Jobsite:	Sierra Sand Unified School	\$	-	
Address:	Car Lifts Covers	\$	-	
		\$	-	
	DIR # 1000017780	\$	-	
	CA License # 672163	\$	-	
Telephone:		\$	-	
Fax:	Car Lifts 32x59x16	\$	-	
	Parts Cleaner 4x8x13	\$	54,913.92 Total	28.60

Prices are subject to change after 21 days from date above (see Section 7, page 4)

INSTALLATION: Single Post Walkway 1920 Square Feet

If the above materials are to be installed by the Buyer, the Seller is not subject to costs resulting from damages caused during or from installation.

If installation is included, GENERAL CONDITIONS OF INSTALLATION are located on the reverse side of the Specification Sheet.

Rock clause if needed is \$350.00 per hole

TERMS OF PAYMENT: Materials due upon delivery, remaining balance Net 30.

★ Contract/Remaining balance total due 30 days from completion. INITIAL _____
All taxes are the responsibility of the Customer, Owner or General Contractor (except in CA, TX, FL & KS).

★ **Note: The Drilling Release (p.5) MUST BE EXECUTED with ANY CONTRACT (i.e. add as an exhibit).**

All Monies to become due hereunder by Buyer to Seller shall be payable and Buyer promises to pay the office of the Seller in Sherman, Grayson County, Texas. All disputes are agreed to be adjudicated in Sherman, TX.

IT IS THE BUYERS RESPONSIBILITY TO SECURE THE BUILDING PERMITS

ESTIMATED OR DESIRED DELIVERY DATE: _____

RESPECTFULLY SUBMITTED BY: John Swanner

All terms and conditions appearing on the 5 pages of the Quote, Specifications, and Drill Release are accepted by the undersigned:

COMPANY: MAAS

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

QUOTATION SPECIFICATION SHEET

Company	MAAS	Date	May 23, 2016
Project	Sierra Sand Unified School	Job Site	0
Roof Deck Panels	Long 24 Gauge	Decking Color	FACTORY PAINTED - WHITE
Trim Size	2 1/2" METAL	Trim Color	FACTORY PAINTED - WHITE
Column Size	10" x 10" x 1/4	Beam Clearance	Min. 16 Max.
Decking Slope	4" MINIMUM	Footing	PER CALCULATIONS

Added Materials or Services

STRUCTURE DESIGN: FREE STANDING WALKWAY OVER ASPHALT.

Other ALL SAW CUTTING, BREAKOUT OR PUMPING OF CONCRETE BY OTHERS.

Roof Live Load 20 psf Horizontal Wind Load 20 psf Exposure "C" 90 MPH

- 2 WALKWAY COVER AS PER THE DEPARTMENT OF THE STATE ARCHITECT APPROVED PLANS.

INCLUSIONS:

VARIOUS SIZES AND BUILDINGS PER PLANS DATED 8/7/15
FOOTING HOLES AND CONCRETE.
FACTORY PAINTED 24 GAUGE STEEL ROOF DECK
DAVIS/BACON PREVAILING WAGES FOR INSTALLATION CREW.
STANDARD CONDITIONS - SEE PAGE 3.
FORKLIFT FOR UNLOADING BY NATIONAL

EXCLUSIONS:

NO ELECTRICAL WORK.
FIELD PAINTING OF COLUMNS AND BEAMS (2 COATS) BY OTHERS.
ALL COSTS RELATED TO DEMO, SAW CUTTING, AND BREAKOUT OF CONCRETE BY CUSTOMER
ALL COSTS RELATED TO PUMPING OF CONCRETE, IF NECESSARY, BY CUSTOMER
GUTTER, DOWNSPOUTS, AND FLASHING BY OTHERS
IT IS THE CUSTOMER'S RESPONSIBILITY TO PROVIDE A SECURE JOBSITE
PAYMENT & PERFORMANCE BONDS AVAILABLE @ 1.5 % OF TOTAL CONTRACT VALUE
PROOF OF INSURANCE IS NO CHARGE.
SOIL REMOVAL BY OTHER/DISTRICT
STANDARD CONDITIONS APPLY - SEE PAGE 3
SPREAD FOOTINGS AND HARD ROCK IS AN ADDITIONAL CHARGE IF REQUIRED.
THIS QUOTE IS VOID IF A PROJECT LABOR AGREEMENT IS REQUIRED

GENERAL CONDITIONS OF INSTALLATION OF CARPORTS

National Carport Industries

P.O. Box 2323

Sherman, TX 75091-2323

Phone (903) 892-1896 Fax (903) 892-9098

Attach to quotation for MAAS / Sierra Sand Unified School Date of Quotation 05/23/16

- A. Erection will be performed by an independent contractor who is an authorized erector of National Carport Industries, Inc. except if such an erector is not available, Seller may at its option subcontract to another independent erector.
- B. The contract price is subject to the following conditions of site and soil where work is to be done.
1. Accessibility to site shall not be restricted in any manner.
 2. Site shall be clear of any above ground or overhead obstructions or obstacles that would hinder or delay deliver of material or installation work.
 3. SUBSURFACE SHALL BE FREE OF OBSTACLES OR UNUSUAL CONDITIONS OF ANY KIND (SUCH AS UNDERGROUND ROCK OR WATER OR UTILITY LINES) WHICH INCREASES THE COST OF FOOTINGS OR OTHER INSTALLATION WORK. SOIL MUST BE DRILLABLE WITH AUGER USED BY ERECTOR FOR STANDARD FOOTINGS.
- Buyer Initials _____
- C. 1. Contract price shall be increased by the amount of, and the purchaser agrees to pay, all expenses plus 10%, which are incurred by Seller or its subcontractor because site or soil conditions are not in accordance with one to more of the preceding paragraphs, B1, 2, & 3.
2. In the event that extra costs are encountered, Seller will notify the purchases immediately of the amount of such costs and the reasons for them.
- Payment of such extra costs will be due and payable immediately upon completion of installation.
- Buyer Initials _____
- D. No responsibility is assumed by Seller for any work other than the installation of materials furnished by Seller not for installing, attaching, wiring, or doing any other work related to light fixtures (whether furnished by Seller or not), except as specifically noted below.
- E. Seller shall not be liable for any delay in performance due to acts of God, war riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, differences with workmen, delays in transportation, shortage of transportation, or any other cause beyond its reasonable control.
- F. Seller will be reimbursed by the purchaser for any expense incurred by Seller or its subcontractor that is the result of any delay in the erection work covered by this agreement which is caused by the purchaser, its agents, servants, employees, or those under contract with purchaser.
- Buyer Initials _____
- G. Any date given by Seller for starting and completion of installation is approximate and Seller will make every effort to maintain such schedule, but Seller will not be liable for damages on account of delays irrespective of the cause.
- H. Is Union labor required? YES _____ NO _____
- I. The purchaser is responsible for:
1. Showing the installer where the structure is to be located.
 2. Determining that the location does not violate property lines, easements, or set back requirements.
 3. Permitting the property for covered parking to the installation crews.
 4. Supplying proof of permitting regarding covered parking to the installation crews.
- J. Should installation require the use of adjoining property for scaffolding and ladders, purchaser will obtain, at his expense, ample access to such property.
- K. Purchaser is responsible for furnishing water and electrical service available at jobsite before installation commences.
- * PLEASE DO NOT OVERLOOK COMPLETING D AND H BEFORE ACCEPTING PROPOSAL.

Buyer Initials _____

NOTE: Orders cannot be modified or cancelled, or released held by the Buyer after the specified materials or services are in process, EXCEPT WITH THE SELLERS WRITTEN CONSENT and subject to conditions then to be agreed upon which shall include protection of the Seller against all loss.

TERMS AND CONDITIONS OF SALE

Seller will use its best efforts to accommodate the requirements of the Buyer, but does not guarantee delivery by or on a specified day. Seller shall not be liable for damages on account of delay beyond Sellers control.

1. This contract embodies the entire agreement between the buyer and the seller, and cannot be changed except in writing and signed by both parties. Seller makes no warranties to buyer, expressed or implied, except as expressly set forth herein.
2. This agreement shall be governed by the U.C.C. of Texas as in effect on the date of the order.
3. Failure of the Seller to enforce any of these terms and conditions or to exercise any right accruing from any default of the buyer shall not affect or impair the Seller's rights in case such faults continues or in case such waiver of other future defaults of Buyer.
4. Title to all products sold hereunder shall pass upon delivery to carrier at the point of shipment. Neither Buyer nor Consignee shall have a right to divert or re consign any shipment without permission of Seller. Seller shall retain COD and "Sight Draft Bill of Lading Attached" shipments until materials are delivered. Seller reserves the right to select the mode and route of transportation. In the event of loss or damage in transit Buyer must give immediate written notice to carrier's agent at destination and to Seller, if Buyer wishes Seller to process claims against Carrier for Buyer's account.
5. All shipments, deliveries, and performance of work shall at all times be subject to approval of the Sellers Credit Department. In case Seller shall have any doubts as to the Buyer's responsibility, the Seller may decline to make any further shipment or delivery or perform any work, except upon receipt of satisfactory security or cash before manufacture or before shipment.
6. Product shipped hereunder shall be within the limits of the Seller's standard products as described under "General Specification", (see Page 3). Any deviation from these standard products specified by Buyer must be agreed to in writing by Seller.
7. In the event this proposal is accepted by the Buyer and approved by the Seller, the price is not subject to change, provided the shipment is made within 90 days from approval. If shipment is not made within 90 days the price is subject to change. If a change in price is necessary, the Buyer will be notified in writing and will have the option to cancel the contract or accept the new price, such option to be exercised within 5 days from receipt of notification.
8. Deliveries are contingent upon the availability of the material ordered and the time necessary to produce the Buyers order. Seller shall not be liable for delays in manufacture, shipment or delivery of products resulting from any cause beyond Seller's control, including but not limited to, provision of governmental regulations, strikes, riot, war or causes considered to be acts of God.
9. If purchase price or any part thereof is not paid by Buyer to Seller when due, Buyer shall pay interest at the rate of 18% per annum on all such sums from the date due until paid. If seller engages a collector or attorney-at-law to collect any portion of amount due, purchaser shall pay reasonable collection and/or attorneys fees (whether or not legal action is instituted) and all of Sellers collection and all of Sellers collection costs and legal expenses, including court costs, if legal action be commenced.
10. Material found to be defective in manufacture will be replaced for a period of one year, from date of sale. Claims must be forwarded to Seller promptly after the delivery to the Buyer and Seller is to be given opportunity to investigate under reasonable conditions. Any material found to be defective in manufacture shall be limited exclusively to the right of replacement of defective materials. Sellershall not in any event be liable for cost of any labor expended on any defective material or any defective material or any other direct, or indirect damages due to the use of the damaged materials. At the written request of Seller, damaged materials shall be returned in accordance with Seller's instruction. The remedies to Buyer hereunder are exclusive.
11. The Buyer assures Seller that proper insurance has been issued upon entire work site to the full Insurable value thereof. This insurance shall include the interest of the Seller in the work and shall insure against the perils of fire, vandalism, and malice mischief as well as extended coverage.

Buyer Initials _____

STANDARD CONDITIONS

1. All structures are in accordance with Office of the State Architect-P.C. #249 approved plans, unless specific changes are approved in the contract documents.
2. The school district is responsible for site approval and Soils Engineer Statement.
3. National Carport Industries, Inc. to supply all necessary structural blueprints.
4. Underground soil conditions are unknown. We assume soil is drillable with our equipment (Bobcat with auger). Hard drilling, rocks, sand and unknown obstructions (old footings), will probably cause extra expenses. These include but are not limited to: drilling time, dirt, removal, concrete and labor for hand digging. These extra expenses will be charged to the school district. Labor rate is \$35.00 per man per hour.
5. National Carport Industries, Inc. is not responsible for any damages to underground utilities caused by drilling.
6. Conflict with underground utility lines is a common problem. It is a contract requirement that an authorized district representative sign the "Authorization to Proceed/Drilling Release" form. It is also strongly recommended that a qualified district employee be present during the actual drilling (2-3 hours) in the event an emergency shutoff is necessary.
7. National Carport Industries, Inc. is not responsible for asphalt repair or patching caused by drilling of rocky soil or by normal installation procedures.
8. On site disposal of footing debris (dirt, asphalt, concrete) is included in our installation price. Removal of footing spoils from the site is the responsibility of the district.
9. Saw cutting of concrete, flashing to buildings, and gutters are not included in the contract, but are available at an additional cost.
10. Exclusions: NO electrical work.
11. All work to be done during normal working hours (Monday-Friday; 7 am-5 pm). Saturday work will be charged at time and one half. Sunday and Holiday work will be charged at double time. Extra wages must be authorized by the district in writing prior to work being done.
12. Access to worksite is assumed. Any extra costs to hand carry materials will be charged as an extra. Also, any costs of pumping cement to footing holes will be charged as an extra to the district.

**NATIONAL CARPORT INDUSTRIES
DRILLING RELEASE**

By executing this Drilling Release, the Owner /Contractor listed below, at the jobsite specified below, does agree to indemnify and hold harmless Prengler, Inc. dba National Carport Industries, L.P.)(NCI), its' contractors, subcontractors, installers, or any NCI agent for any and all damages or charges associated with drilling on the below mentioned jobsite. NCI can not and will not be billed, charged, invoiced, back charged, or otherwise be held monetarily or legally responsible in any way related to drilling.

The correct location of the structure(s) is the sole responsibility of the Owner/Contractor. All expenses incurred should the relocation of the structure be necessary will be billed as extra charges and are the responsibility of the Owner/Contractor.

Underground soil conditions are unknown. National Carport Industries' contract assumes that jobsite soil is drillable with our equipment (Bobcat with augur). Hard drilling (more than 30 minutes per footing), rocks, sand, and unknown obstructions (old footings) will be cause for additional charges. Extra charges may include but are not the limited to: drilling time, dirt removal, blasting, additional concrete for alternate footings, and labor for hand digging. Extra expenses will be charged to Owner/Contractor.

The location of underground utilities is the responsibility of Owner/Contractor. NCI installer will coordinate with the underground locator or the Owner's representative, however, the Owner/Contractor is solely responsible for any expenses incurred by footings conflicting with underground utilities and/or damage to utility lines caused by drilling, including additional trip charges.

Additionally, it is the sole responsibility of the Owner/Contractor to secure the worksite of the Solar Canopy Construction. Students, Faculty, Staff, and Visitors must be kept clear of all construction areas. NCI is not responsible for any damages in those construction areas resulting from normal construction process (ex: Bobcat tracks, etc.) Owner understands that time is of the essence and that clear access to the work area is required. The work area is available to the installer as of this date. Special jobsite conditions or specifications will be noted on the back of this sheet.

Owner/Contractor: _____
Jobsite: _____
Accepted By: _____
Signature: _____
Title: _____
Date: _____

11. BUSINESS ADMINISTRATION

11.1 Resolution #24 1516 and Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account

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

CURRENT CONSIDERATIONS: A further directive regarding the use of the cash made available to the district is that the planned use of this cash must be disclosed on its website and an accounting of the amount of cash received from the Education Protection Account and disposition regarding its use be given. In order to comply fully with this requirement and facilitate transparency, this board item speaks to the issue. Toward this end it should be noted that the district expects to receive ~ \$6,227,189 in state aid from the Education Protection Account. As displayed in Attachment A, the dollars received in their entirety will reside in unrestricted resource 1400, object 8012 as directed and will be used to fund instructional salaries. None of the dollars received will be used for administrative salaries or other administration costs of any kind.

The accompanying Resolution #24 1516 illustrates the intent of the board in this matter.

FINANCIAL IMPLICATIONS: The dollars to be received (\$6,227,189) do not represent any additional revenue to the district. It will be used exclusively to fund instructional salaries.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #24 1516 and post the information displayed in Attachment A on the district website.

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

Education Protection Account

Resolution #24 1516

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED:

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

DATED: June 16, 2016

Board President

Board Clerk

2016-17 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail
ATTACHMENT A

Sierra Sands Unified School District
Estimated through: June 30, 2016
For Fund 01, Resource 1400 Education Protection Account

Description		Unrestricted Resource 0000	Unrestricted Resource 1400
AMOUNT AVAILABLE FOR THIS FISCAL YEAR			
Beginning Fund Balance	Object	0.00	0.00
State Aid	8011	-6,227,189.00	
Education Protection Account	8012		6,227,189.00
TOTAL AVAILABLE		-6,227,189.00	6,227,189.00
EXPENDITURES AND OTHER FINANCING USES			
Instruction	1000-1999	-6,227,189.00	6,227,189.00
Instruction-Related Services			
Instructional Supervision and Administration	2100-2150		
AU of a Multidistrict SELPA	2200		
Instructional Library, Media, and Technology	2420		0.00
Other Instructional Resources	2490-2495		0.00
School Administration	2700		
Pupil Services			
Guidance and Counseling Services	3110		0.00
Psychological Services	3120		0.00
Attendance and Social Work Services	3130		0.00
Health Services	3140		0.00
Speech Pathology and Audiology Services	3150		0.00
Pupil Testing Services	3160		0.00
Pupil Transportation	3600		0.00
Food Services	3700		0.00
Other Pupil Services	3900		0.00
Ancillary Services	4000-4999		0.00
Community Services	5000-5999		0.00
Enterprise	6000-6999		
General Administration	7000-7999		
Plant Services	8000-8999		0.00
Other Outgo	9000-9999		0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		-6,227,189.00	6,227,189.00
DIFFERENCE		0.00	0.00

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in May 2016 are submitted for approval. “A” warrants totaled \$2,553,938.33. “B” warrants totaled \$1,648,302.05.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for May 2016 as presented.

This list represents the "A" and "B" warrants released during the month of May **2016**
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	\$1,797,178.53
End of month classified	\$582,351.20
10th of month certificated	\$94,387.95
10th of month classified	\$80,020.65
Total "A" Warrants	\$2,553,938.33

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
236	\$32,438.10
237	April
238	\$18,045.18
239	\$32,103.39
240	\$96,156.54
241	\$9,834.91
242	\$50,012.40
243	\$26,162.29
244	\$29,869.09
245	\$245,113.76
246	Food Service
247	\$826.37
248	\$16,540.12
249	\$31,576.46
250	\$5,265.40
251	\$82,830.74
252	Food Service
253	\$6,497.22
254	\$25,820.33
255	Food Service
256	\$46,691.15
257	\$303,301.41
258	\$56,132.74
259	\$447,502.86
260	\$48,300.35
261	\$37,281.24
262	Food Service
Total "B" Warrants	\$1,648,302.05

12. CONSENT CALENDAR

12.2 Approval of Preschool Self-Evaluation Annual Report for the 2015-16 School Year

BACKGROUND INFORMATION: The required 2015-16 Preschool Program Self-Evaluation focuses on preschool educational content in order to inform teaching and program planning, as well as increase the educational benefits for our young preschool children. Educational goals for the program are based on the Desired Results Developmental Profile (DRDP) Summary of Findings data. The DRDP helps identify program strengths and areas needing improvement and assists staff in establishing program goals for the coming year.

CURRENT CONSIDERATIONS: The annual Self-Evaluation occurs over a six month time period. Staff looks for trends or patterns that identify overall strengths and areas needing improvement. Data is collected and analyzed and key findings from the Developmental Profiles are generated. Educational goals for the subsequent year are then created. The focus for the 2016-17 school year will be to continue strengthening the program by reviewing and following up on previous year action plans, ensuring that plans continue to be implemented and met.

FINANCIAL CONSIDERATIONS: The Maximum Reimbursable Amount (MRA) is \$492,574.00 for the 2016-17 school year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Preschool Self-Evaluation Annual Report as presented.

**Program Self-Evaluation Process
Fiscal Year 2015–16**

Contractor Legal Name Sierra Sands Unified School District	Vendor Number 7374
Contract Type(s) CSPP	
<p style="text-align: center;">This form can be expanded and is not limited to a single page.</p> <p>Check each box verifying the collection, analysis, and integration of each assessment data toward ongoing program improvement for all applicable contract types.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Program Review Instrument FY 2015–16 – All Contract Types http://www.cde.ca.gov/sp/cd/ci/documents/eesosonsitemar2016.pdf <input checked="" type="checkbox"/> Desired Results Parent Survey – All Contract Types http://www.cde.ca.gov/sp/cd/ci/documents/parentsurvey.doc <input checked="" type="checkbox"/> Age Appropriate Environment Rating Scales – Center-based/CFCC Contracts Types http://www.ersi.info/ecers.html <input checked="" type="checkbox"/> Desired Results Developmental Profile and DRDPtech Reports – Center-based/CFCC Contracts Types https://www.desiredresults.us/drdp-forms <p>Provide a summary of staff and board member participation in the PSE process: Sierra Sands Unified School District State Preschool Program began the annual self-evaluation process from the very beginning of the 15-16 school year. The program administrator provided a copy of the previous year PSE results to the staff at each program site during the in-service training scheduled prior to the start of the school year. This was done to ensure that all program staff were aware of the previous year action plans and their need to continue implementing ongoing action items.</p> <p>The initial DRDP 2015's were completed within sixty days of the program start date, ranging from September 28 through October 9, 2015. The program staff utilized the DRDPtech system to input the data and the Program Director pulled the data and presented it to the program staff on October 28, 2015 to develop individual child goals, small group goals, and to be used for curriculum and program planning. The Program Director facilitated a series of program wide meetings in which each site developed their DRDP Summary Of Findings at the classroom level. These meetings occurred October 28th, November 4th, November 18th, and November 21st.</p> <p>Parent-Teacher conferences were conducted in November 2015 and families were asked to complete the Parent Survey at the end of their scheduled conference times. The data</p>	

was compiled and presented to each site's Parent Advisory Committee for review and assistance in completing the Parent Survey Summary of Findings in January 2016.

The annual Early Childhood Education Rating Scale-Revised was completed in November and December by the program administrators, site supervisors and teachers. The Program Director facilitated a program wide meeting on January 6th to present the results and each site developed their ECERS Summary of Findings at the classroom level.

The second set of DRDP 2015's were completed between March 21st and April 1st. The program staff utilized Learning Genie, an online app that allowed them to complete the entire rating and submit evidence through an electronic portfolio system that provides resources and support for the program staff. The completed information was then uploaded to the DRDPtech system.

The Program Director completed a Program Review Instrument FY15-16 on May 10, 2016. The results of the DRDP Summary of Findings, the Parent Survey Summary of Findings, the ECERS-R Summary of Findings, and the Program Review results were reviewed and compiled into one agency report by the Program Director on May 11, 2016.

The review process included active participation and involvement of the program staff, parents, and administration. Information was shared and progress documented during regularly scheduled Site Supervisor and Parent Advisory Committee Meetings. Documentation of the process is provided through corresponding meeting sign in sheet and meeting minutes. Evidence was collected to ensure implementation of all action items as means of accountability and documentation.

School Board members and the district administrative team have contact with all preschool sites during regular program visits, special program activities, and school site functions. The annual self-evaluation process and completed annual report will be presented to the SSUSD School Board on June 16, 2016.

Statement of Completion: I certify that all documents required as a part of the PSE have been completed and are available for review and/or submittal upon request.

Signature of Executive Director

Date

5/24/16

Name and Title

Ernie Bell, Superintendent

Phone Number

760-499-1600

Contact Name if different from above (please print)

Kristina French, Program Director

Phone Number

760-499-1770

**Instructions for
Summary of the Program Self-Evaluation
Fiscal Year 2015–16**

➤ **Enter the required contractor information at the top of the EESD 4000B:**

- Contractor Legal Name
- Contract Type(s)
- Age Group
- Program Director Name
- Program Director Phone Number
- Program Director E-mail

➤ **Reflect on findings from the Program Self Evaluation and then provide brief responses to items 1 and 2 on the space provided.**

Note: All contractors are required to modify their programs to address all areas identified as needing improvement during the self-evaluation. Written tasks needed to modify the program would be specific or unique to the contract type and age group. Additionally, all contractors are required to identify areas that are satisfactory and provide procedures for ongoing monitoring of the program for assuring that those areas continue to meet standards.

➤ **Submission Requirements**

All contractors are required to complete and submit **one** (1) EESD 4000B.

**Summary of Program Self-Evaluation
Fiscal Year 2015–16**

Contractor Legal Name Sierra Sands Unified School District		Vendor Number 7374
Contract Type(s) CSPP	Age Group (Infant/Toddler, Preschool, School-Age) Preschool	
Program Director Name Kristina French	Phone Number and E-mail Address 760-499-1770 tfrench@ssusd.org	
This form can be expanded and is not limited to a single page.		
1. Provide a summary of the program areas that did not meet standards and a list of tasks needed to improve those areas.		
<p><u>Program Review Instrument FY 2015-2016</u></p> <p>II-EES 06: Inventory Records- A physical inventory of the CSPP program equipment has not been conducted within the last two years. There is a process in place that ensures that all equipment and supplies with a value of \$500 or more and any electronic equipment with a unique serial number, be added to the existing inventory record. There is also a system in place to surplus items when broken or damaged and needing to be removed.</p> <p>1) Tina French will conduct a physical inventory of the CSPP program equipment in the month of August 2016.</p> <p>2) A physical inventory of the equipment will occur annually in the fall as part of the Program Self Evaluation process.</p> <p><u>Parent Survey Summary of Findings</u></p> <p>The annual parent survey process continues to indicate that not all families feel that they are provided with information related to parenting skills and community resources. 13% of families indicated that they would like more information on parenting skills, discipline problems and where to find services in the community. Parent education events occur annually but generally are not scheduled until after the parent surveys are conducted in November.</p> <p>1) A parenting skills workshop that addresses discipline will be scheduled annually in September. The program will partner with the local Family Resource Center to provide the parent education and inform families of services available to support them.</p> <p>2) A community resource parent night will be scheduled annually in October. This will highlight organizations that provide services to families within our community.</p> <p>3) Post newsletter and informational flyers through social media sources.</p> <p><u>DRDP Summary of Findings</u></p> <p>51% of the children rated at Building Earlier for Language and Literacy Development.</p> <p>1) Literacy theme will be selected monthly so that literacy activities and materials support the children while they have the opportunity to revisit literacy pieces through a variety of medium.</p> <p>2) Program staff will review CELL strategies annually and will be provided with time and resources to create the CELL strategy pieces to support their program and selected literacy themes.</p>		

2. Provide a summary of areas that met standards and a summary of procedures for ongoing monitoring to ensure that those areas continue to meet standards.

DRDP Summary of Findings

The program instituted the use of Professional Learning Communities (PLC) meetings monthly so that staff could focus on the process of acquiring quality and authentic data through the Desired Results Developmental Profiles assessment instrument. The meetings provided reflection and support related to observation strategies, the collection of evidence, the interpretation and rating of the individual measures within the DRDP2015 tool, and the process of analyzing data to inform curriculum and program planning. The meetings included collaborative discussions and training that incorporated information from the Early Education and Support Division (EESD), the Desired Results for Children and Families website and training materials, and the CA Preschool Learning Foundations and Frameworks. There was an overwhelmingly positive response from the program staff and these will again be embedded within the program calendar.

Learning Genie and tech resources to support the process

The program began using Learning Genie, a portfolio and assessment app that allows the program staff easy accessibility to a cloud portfolio system for quick and easy documentation and rating which integrates with the DRDPtech system. The use of the app has reduced the time necessary to efficiently complete a DRDP2015 for each child. The program staff identified additional technology needs required to make this even more efficient for next year. Additional iPads and electronic notepads have been purchased and will be in use during the next school year.

Program Review Instrument FY 2015-2016

II-EES 02: Family Eligibility Requirements- Towards the end of the 2014-2015 school year, the program restructured the registration process for the program to address errors discussed during internal audits of eligibility files. This adjustment has continued through the 2015-2016 school year and a recent review of the program files as part of the Program Review Instrument FY 2015-2016 indicates that this adjustment has effectively addressed previously identified errors. One program administrator handles all program registrations and then 25% of all family files are audited internally.

12. CONSENT CALENDAR

- 12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern, and Pierce Elementary Schools for the 2016-17 School Year
-

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

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

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

CURRENT CONSIDERATIONS: ASES programs began at Faller, Inyokern, and Pierce Elementary Schools on March 19, 2007. The 2016-17 programs will provide services for up to 84 students at Faller, 59 students at Inyokern, and 72 students at Pierce. Per program requirements, SSUSD must serve as the fiscal agent for the program and the district wishes to continue the partnership agreement with High Desert Leapin' Lizards, Inc. (HDLL) to operate the ASES program. Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required. This agreement will cover necessary expenses from July 1, 2016 through June 30, 2017. The advance fee continues to be \$24,000 as it was during the last three years. Advance fees are paid back to the district by deducting one-tenth of the advance from payments to HDLL from September to June (Item 15, paragraph 1) each year.

FINANCIAL IMPLICATIONS: The After School Education and Safety Program funding is anticipated to be in the amount of \$328,119.00 for the 2016-17 school year. This grant award reflects a reduction from the prior year due to low enrollment in the Inyokern program. High Desert Leapin' Lizards, Inc. will receive reimbursement for actual expenses and program costs for running the three after school programs and one before school program. The 2016-17 ASES program budget is provided in your packet for your review.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of three after school programs and one before school program at Faller, Inyokern, and Pierce school sites for the 2016-17 school year as presented.

EXHIBIT B- ASES Budget 2016-2017

SITES	Faller	Inyokern	Pierce	TOTAL
Average minimum # of student ADA to serve each day	84	64	72	220
15-16 Anticipated Award Amounts	\$ 112,500.00	\$ 81,000.00	\$ 97,119.00	\$ 290,619.00
Allowable Administrative Fee 15%				\$ 43,593.00
Contract minus Sub Agreement				\$ 85,619.00
Maxi indirect Cost: 4.58% for 16/17				\$ 4,093.47
Advertising (Part of Admin)				\$ 1,000.00
Remaining Admin Costs				\$ 38,499.00
SSUSD Admin Amt				\$ 19,249.00
HDLL Admin Amt				\$ 19,249.00
Direct Services to Students= 85%				\$ 247,026.00

Before School Prog.-
Run by district

	Total
\$ 37,500	\$ 328,119.00
\$ 5,000.00	Add from SSUSD Admin
\$ 37,934.13	Personnel (15-16 PC)
\$ 1,792.89	BSP IDC
\$ 2,772.98	Supplies
-	
SSUSD Admin	
\$ 19,249.00	
\$ 5,200.00	Personnel (15-16 PC)
\$ 10,617.72	Add back to other parts of program

Direct Services to Students				
Budget Object	Description	Resp. Party		Budget
1000/3000	Teacher Salaries/ benefits	SSUSD		\$ 4,176.00
4300/4400	Supplies/ Equipment	SSUSD		\$ 650.00
5710	Direct Services (Printshop, ERC, etc)	SSUSD		\$ 200.00
5800	Student food services/SSUSD Fd svc	SSUSD		\$ 500.00
4300	Supplies	HDLL		\$ 8,000.00
5100	Sub agreement-Salaries/benefits	HDLL		\$ 205,000.00
5200	Travel	HDLL		\$ 1,000.00
5800	1st \$25,000 of sub agreement	HDLL		\$ 25,000.00
5800	Staff Services- training, fingerprinting	HDLL		\$ 2,500.00
				\$ 247,026.00

Add from SSUSD Admin

<- 3824

<- 1793.72

SIERRA SANDS UNIFIED SCHOOL DISTRICT

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

This Agreement, effective July 1, 2016, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards, Inc, hereinafter the "PROVIDER."

RECITALS

A. The DISTRICT desires to establish a program by which after school services are provided to eligible children and families pursuant to the After School Safety & Education Act, amended California Education Code Section 8482-8484.6., its implementing regulations, and the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction, hereinafter referred to as the ACT;

B. The PROVIDER is a non-profit entity authorized to establish, maintain, and operate services pursuant to the ACT and has provided such services to children and their families in the past under a contract with the DISTRICT;

C. The after school education and safety services (ASES) which are the subject of this Agreement, hereinafter referred to as the "PROGRAM, are delivered in conjunction with the creation and operation of the After School programs located at Faller Elementary School, Inyokern Elementary School, and Pierce Elementary School,

D. The PROGRAM is funded from State fund sources pursuant to the ACT, and recipients of those funds are required to comply with the fiscal/program statutory and regulatory requirements;

E. The PROVIDER must administer the PROGRAM in accordance with the requirements of the ACT in order to receive such funding, including but not limited to auditing and reporting requirements (<http://www.cde.ca.gov/ls/ba/as/> and Exhibit A);

F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding (<http://www.cde.ca.gov/ls/ba/as/> and Exhibit A);

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

TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);

B. Automobile liability insurance, if a vehicle may be used in providing services;

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

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

PROVIDER shall maintain limits of insurance no less than:

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

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

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

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

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

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

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

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

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

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

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

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

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

14. The term of this agreement shall be from July 1, 2016 to and including June 30, 2017.
15. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of \$24,000 as an advance fee. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement less \$2,400/month (September through June). The PROVIDER will report all interest and parent fees earned if applicable.

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant amount. The PROVIDER will be allocated an administrative fee of 50% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2016-17 contract award.

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

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

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

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

obligation to fund the financial obligations under this Agreement other than for the current fiscal year of the Agreement.”

- 22. PROVIDER warrants that it is aware of and in compliance with California Public Contract Code Sections 10410, 10411, and 10420 regarding employing current and former state employees.
- 23. PROVIDER agrees to support the policies and procedures of the district including behavioral expectations and school rules.

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

DISTRICT:

PROVIDER:

BY:

Ernest Bell
Superintendent
Date_____

BY:
TAX ID Number_____

Date _____

EXHIBIT A

Program requirements and regulations may be found at:

<http://www.cde.ca.gov/ls/ba/as/>

Compliance Program Monitoring Instruments related to ASES are located at:

<http://www.cde.ca.gov/ta/cr/documents/basp201112d.pdf>

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

12. CONSENT CALENDAR

12.4 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State
Preschool Programs in 2016-17

BACKGROUND INFORMATION: Application was made to the California Department of Education by Sierra Sands Unified School District to establish a state preschool, located at Inyokern Elementary, in October 1998. Application was made in February 2005 to the California Department of Education by Sierra Sands Unified School District to expand the state preschool and serve students at Pierce Elementary. An additional application in 2008-2009 resulted in the creation of a state preschool at Faller Elementary. Sierra Sands has contracted with High Desert Leapin' Lizards, Inc. since 2005-2006 to operate the district's State Preschool programs. High Desert Leapin' Lizards has been operating since 1982 and is a Title 22 Center Based Day Care for School Age and Preschool Children. High Desert Leapin' Lizards is a California non-profit corporation.

CURRENT CONSIDERATIONS: Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required.

FINANCIAL IMPLICATIONS: Funding for the State Preschool is provided by the State of California through the CDE Child Development Services. The Maximum Reimbursable Amount (MRA) for 2015-16 was initially \$483,928 and was increased to \$519,687 in January 2016. However, upon the CDE's analysis of the 14-15 CSPP contract earnings of 91.99% falling below the required 95%, the CDE provided a recommendation to the district to reduce future contract(s) to \$492,574. The anticipated Maximum Reimbursable Amount for 2016-17 is \$492,574. A Preschool program budget for 2016-17 is included in your packet for review.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. for operation of a State Preschool program at Faller, Inyokern, and Pierce school sites for the 2016-17 school year as presented.

Preschool Budget 2016-2017

SITES	Faller	Inyokern	Pierce	TOTAL
Average minimum # of student ADA to serve each day	48	24	48	120
15-16 Anticipated Award Amounts				\$ 492,574
Non-certified fees				\$ 12,000
Allowable Administrative Fee 15%				\$ 75,686
Contract minus Sub Agreement				\$ 162,574
Maximum Indirect Cost: 4.58% for 15-16				\$ 7,990
Advertising/Licensing (Part of Admin)				\$ 2,000
Remaining Admin Costs				\$ 65,695
SSUSD Admin Amt				\$ 19,695
HDLL Admin Amt				\$ 46,000
Direct Services to Students= 85%				\$ 428,888

Budget Object	Description	Resp. Party	Budget
4300.00-0000-8200	Custodial Supplies	SSUSD	\$ 4,000
4300.00-0001-1000	Instructional Supplies	SSUSD	\$ 5,450
4300.00-0000-8110	Fuel	SSUSD	\$ 150
4400.00-0000-8200	Custodial Equipment	SSUSD	\$ 1,000
4400.00-0001-1000	Instructional Equipment	SSUSD	\$ 4,500
5750.41-0001-1000	Print Shop	SSUSD	\$ 200
5750.43-0001-1000	ERC	SSUSD	\$ 60
5750.47-0000-8110	Garage	SSUSD	\$ 700
5800.00-0001-1000	Food Service	SSUSD	\$ 20,000
7439.00-0000-9100-300	Building - Faller Debt Service	SSUSD	\$ 21,000
4300.00-0001-1000	Instructional Supplies	HDLL	\$ 10,000
5100.00-0001-1000	Sub Agreement - Salaries/Benefits	HDLL	\$ 330,000
5800.00-0001-1000	1st 25,000 of Sub agreement (subject to IDC)	HDLL	\$ 25,000
5800.00-0001-1000	Staff Services - Prof Dev. & Fingerprint	HDLL	\$ 6,828
			\$ 428,888

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PARTICIPATION IN DISTRICT'S CHILD DEVELOPMENT PROGRAMS

This Agreement, effective July 1, 2016, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards Child Development Center, hereinafter the "PROVIDER."

RECITALS

A. The DISTRICT desires to continue a program which delivers quality child care and developmental services to eligible children and families pursuant to the Child Care and Development Services Act, California Education Code Section 8200 et seq., its implementing regulations, and the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction, hereinafter referred to as the ACT;

B. The PROVIDER is a private entity authorized to establish, maintain, and operate services pursuant to the ACT and has provided such services to children and their families in the past under a contract with the DISTRICT;

C. The child care and developmental services which are the subject of this Agreement, hereinafter referred to as the "PROGRAM, are delivered in conjunction with the operation of the State pre-schools located at Faller Elementary School, Inyokern Elementary School and Pierce Elementary School;

D. The PROGRAM is funded from State fund sources pursuant to the ACT, and recipients of those funds are required to comply with the fiscal/program statutory and regulatory requirements;

E. The PROVIDER must administer the PROGRAM in accordance with the requirements of the ACT in order to receive such funding, including but not limited to auditing and reporting requirements;

F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding;

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

TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant/ earned contract amount. The PROVIDER will be allocated an administrative fee of 50% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2016-17 contract award. Adjustments to the administration fee may be made up to three times per year in response to reductions to the contract by the state, under-earning of the contract due to low student enrollment, or additional preschool contracts amounts received by the DISTRICT.

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

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

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

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

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

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

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

PROVIDER shall maintain limits of insurance no less than:

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

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

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

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

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

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

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

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

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

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

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

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

19. The term of this agreement shall be from July 1, 2016 to and including June 30, 2017.
20. The manner in which funds shall be expended hereunder is fully set forth on Exhibit B, entitled "Funding Page" which is attached hereto and incorporated herein by this reference as though fully set forth herein and here at.
21. All services performed pursuant to this Agreement will be secular, neutral, and non-ideological."
22. The PROVIDER shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the PROVIDER in connection with this contract.
23. PROVIDER agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment, including the following: Title VI of the 1964 Civil Rights Act and implementing regulations; Section 504 of the Rehabilitation Act of 1973 and implementing regulations; the Age Discrimination Act of 1979; the Drug Free Workplace Act of 1998; California Government Code Sections 11135 - 11139.5; the Fair Labor Standards Act as defined by the Secretary of Labor in Part 506 of Title 29 of the Code of Federal Regulations; and the Americans with Disabilities Act of 1990. PROVIDER's policies shall include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all discrimination complaints.

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

24. PROVIDER agrees that it will comply with all regulations and policies regarding the collection of Family Fees as outlined in Education Code (EC),

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

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

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

DISTRICT:

PROVIDER:

Name _____
Title Superintendent:

Name _____
Title _____
TAX ID Number _____

EXHIBIT A

FUNDING TERMS AND CONDITIONS

Standard provisions for State Contracts

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

EXHIBIT B
FUNDING PAGE

Program	Sierra Sands Unified	State Preschool Inyokern, Pierce, and Faller
Funding Amount	<u>\$492,574</u>	
Child Days of Enrollment-minimum	<u>12,928</u>	
Potential Enrollment	<u>120 students</u>	(24 X 5 sessions: Inyo AM, Pierce AM/PM, Faller AM/PM)
CDE Contract #	<u>CSPP-4124</u>	
CDE Project #	<u>15-737-00-4</u>	
Maximum Daily Rate	<u>\$38.10</u>	
Minimum Days of Operation	<u>180 days</u>	

12. CONSENT CALENDAR

12.5 Approval of the 2016-17 AVID (Advancement Via Individual Determination)
Implementation Contract

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

CURRENT CONSIDERATIONS: AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society. It is designed to increase school wide learning and performance. Sierra Sands has been participating in the AVID program for the past seven years with excellent results.

FINANCIAL IMPLICATIONS: The AVID implementation agreement includes site membership fees for Monroe, Murray, and Burroughs, subscriptions to AVID Weekly, and district director training for the 2016-17 school year in the amount of \$18,442.00. Local Control Funding Formula (LCFF) supplemental funding continues to be the appropriate fund source for this agreement.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the district to enter into the AVID Implementation Contract as presented.

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership (or "ADL") Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. ADL Training

1.1 **ADL Training:** AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall
	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

1.2 **Summer Institute:** The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.

1.3 **Materials:** After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

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

Article II. Term of Exhibit

2.1 **Term:** The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 **AVID Membership:** "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

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

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

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

1.4 **AVID Reports:** AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

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

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

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

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

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

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

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

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

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

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.



AVID Center HQ
9246 Lightwave Ave
Suite 200
San Diego, CA 92123
Phone: (858) 380-4800
Fax: 1-800-915-6897

Quote: Sierra Sands Unified School District

To	From
Sierra Sands Unified School District	Robyn Grand
Michelle Savko	E-mail: rgrand@avid.org
113 Felspar Ave	
Ridgecrest, CA 93555	

Summary

Total Amount:	\$18,442.00	Quote ID:	QUO-05657-X3B2H6
Shipping Method:	FedEx	Date:	2/8/2016
Payment Terms:	Net 30		
Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	3	Number of Middle Libraries:	
Number of AVID Weekly:	3	Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site:					
	ADL Year 2	AVID District Leadership	1.00	\$5,800.00	\$5,800.00
		Ship To: Michelle Savko 1327 N. Norma Street, Ridgecrest, CA 93555			
Site:					
Burroughs High School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$519.00	\$519.00
Program Level:					
Secondary					

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Burroughs High School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Program Level: Secondary					
Site: James Monroe Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$519.00	\$519.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Site: Murray Middle School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$519.00	\$519.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00

Pre Freight Amount	\$18,442.00
Total Tax	\$0.00
Total	\$18,442.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

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3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership (or "ADL") Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. ADL Training

1.1 **ADL Training:** AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall
	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

1.2 **Summer Institute:** The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.

1.3 **Materials:** After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

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

Article II. Term of Exhibit

2.1 **Term:** The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").



AVID Center HQ
 9246 Lightwave Ave
 Suite 200
 San Diego, CA 92123
 Phone: (858) 380-4800
 Fax: 1-800-915-6897

Quote: Sierra Sands Unified School District

To	From
Sierra Sands Unified School District	Robyn Grand
Michelle Savko	E-mail: rgrand@avid.org
113 Felspar Ave	
Ridgecrest, CA 93555	

Summary

Total Amount:	\$18,442.00	Quote ID:	QUO-05657-X3B2H6
Shipping Method:	FedEx	Date:	2/8/2016
Payment Terms:	Net 30		

Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	3	Number of Middle Libraries:	
Number of AVID Weekly:	3	Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
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Site:

ADL Year 2		AVID District Leadership	1.00	\$5,800.00	\$5,800.00
		Ship To: Michelle Savko 1327 N. Norma Street, Ridgecrest, CA 93555			

Site:
Burroughs High School

AVID WEEKLY		AVID Weekly Subscription	1.00	\$519.00	\$519.00
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Program Level:
Secondary

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Burroughs High School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Program Level: Secondary					
Site: James Monroe Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$519.00	\$519.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00
Site: Murray Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$519.00	\$519.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,695.00	\$3,695.00

Pre Freight Amount	\$18,442.00
Total Tax	\$0.00
Total	\$18,442.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.


Client Signature

Christina Giraldo, Assistant Superintendent of Business and Support Services
Title

2-17-16
Date

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center"), and the client named in the Quote(s) ("Client").

Article I. Definitions

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

1.2 AVID College Readiness System:

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

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

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

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

1.3 AVID Materials:

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

1.4 AVID Member Site:

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

1.5 AVID Methodologies:

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

1.6 AVID Programs:

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

1.7 Exhibit: The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

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

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

1.10 AVID District Director: District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2016 to June 30, 2017 unless earlier terminated as provided herein.

Article III. Licenses and Rights

Copyright License:

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

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

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

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

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

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

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

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

- 3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 Compliance With Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and Certification processes.

Article IV. Compensation

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

Article V. Status of Parties

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

Article VI. Authority

- 6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.
- 6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

- 7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2 Termination for Convenience: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 **Governing Law and Venue:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 **Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 **Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6 **Attorney Fees:** In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 **Assignment:** Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Non-Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

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

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

Sierra Sands Unified School District
CA

Signature: AVID Center Authorized

Signature: Client Authorized

Printed or Typed Name

Christina Giraldo

Printed or Typed Name

Title

Asst. Sup Business Services

Title of Designee

Date

2-18-16

Date

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

12. CONSENT CALENDAR

12.6 Approval of Contract for Services with Capitol Advisors Group, LLC

BACKGROUND INFORMATION: The Sierra Sands Unified School District has had a longstanding positive relationship with Capitol Advisors Group, LLC to provide their expertise in the assessment of eligibility and origination of documents speaking to that eligibility for the State Allocation Board related to facilities.

CURRENT CONSIDERATIONS: The district's relationship with Capitol Advisors Group, LLC has been very beneficial. There is a continued requirement for the district to provide updated documentation to the State Allocation Board. As the district continues to address its facilities needs, it recognizes the need for continued support in this area.

FINANCIAL IMPLICATIONS: The fees charged by Capitol Advisors Group, LLC remain at the 2015-16 level with no increase. Developer fees are an appropriate fund source to be used for this item.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with Capitol Advisors Group, LLC, to continue to support the district with its eligibility for and related issues associated with modernization and new construction as presented.

CONSULTING AGREEMENT

This Agreement is entered into on July 1, 2016 by and between the Sierra Sands Unified School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in school facilities consulting, and strategic advice and planning related to relationships with state and local agencies and organizations, and is willing and able to perform services desired by Client; and

WHEREAS, Client desires facilities consulting, strategic counsel, and assistance in procuring funding for its existing and future school sites;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall be effective on July 1, 2016 and will expire on June 30, 2017. At the end of this term the Agreement shall be automatically renewed annually unless terminated by either party. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
 - a. A monthly fee for services shall be paid on the first of each month of \$500 upon receipt of invoice.
 - b. Hourly compensation to Contractor shall be paid on the first day of each month based on a rate of \$150 per hour.
 - c. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.
4. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association or any other relationship except that of independent contractor.

5. Limitation on Liability; Indemnification.
- a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
 - b. Each party shall defend, indemnify and hold harmless the other party, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.
6. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:
- To: Capitol Advisors Group, LLC:
- Susan Stuart, Partner
925 L Street, Suite 1200
Sacramento, CA 95814
916-501-6636
susan@capitoladvisors.org
- To: Christina Giraldo, Assistant Superintendent of Business
Sierra Sands Unified School District
113 Felspar Street
Ridgecrest, CA 93555
760-499-1604
cgiraldo@ssusd.org
7. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy or power.
8. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
9. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

10. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.
11. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Susan L. Stuart
Partner
Capitol Advisors Group, LLC

Date: April 14, 2016

Christina Giraldo
Assistant Superintendent of Business
Sierra Sands Unified School District

Date: _____

EXHIBIT A
Description of Services

MAXIMIZE FUNDING FOR SCHOOL CONSTRUCTION PROJECTS

Office of Public School Construction (OPSC)

- Review and make recommendations related to the district's eligibility within the state program
- Assist in the completion and submittal of required applications and paperwork, including items such as the Project Information Worksheet
- Notify district of pending deadlines and assist in submitting necessary paperwork for meeting those deadlines
- Monitor projects through the OPSC process to maximize state funding towards all district projects
- Work with OPSC staff to assist in resolving issues relating to the SAB approval of projects in all programs covered under the State Facilities Program
- Enlist the help of OPSC staff to assist in administrative adaptations of regulations and policy to meet the needs of the District

State Allocation Board (SAB)

- Inform the District of any SAB actions, SAB Subcommittee discussions and Implementation Committee recommendations affecting the District

12. CONSENT CALENDAR

12.7 Authorization to Utilize Temporary Interfund Transfers throughout the 2016-2017
School Year

BACKGROUND INFORMATION: Per Board Policy 3110, the governing board may direct that money held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations, with limitations as set by Education Code 42603. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account.

CURRENT CONSIDERATIONS: Many of the district's funds operate on a reimbursement basis and need cash to maintain uninterrupted operations. Due to the timing of receipt of various funds, any individual fund may experience a temporary cash shortage periodically throughout the year. In order to ensure timely payments, approval is requested for the periodic advancement of monies from one fund to another if so needed for the 2016-2017 school year. Temporary transfers from one fund to another have been performed previously with no adverse effect on the district.

FINANCIAL IMPLICATIONS: There will be no net cost to the district. All such temporary transfers will be reversed prior to the close of the 2016-2017 fiscal year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the utilization of temporary interfund transfers on an as needed basis for the 2016-2017 school year.

12. CONSENT CALENDAR

12.8 Approval of Recommendations for Expulsion Case #17 1516

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #17 1516: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2015-16 spring semester and the 2016-17 fall semester. This case was heard by an administrative panel on May 16, 2016 which upheld the principal's recommendation with no modifications.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #17 1516 as presented.

12. CONSENT CALENDAR

12.9 Approval of Recommendations for Expulsion Case #18 1516

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #18 1516: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2015-16 spring semester.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #18 1516 as presented.

12. CONSENT CALENDAR

12.10 Approval of Recommendations for Expulsion Case #19 1516

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #19 1516: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2015-16 spring semester.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #19 1516 as presented.

12. CONSENT CALENDAR

12.11 Approval of Recommendations for Expulsion Case #20 1516

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #20 1516: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2015-16 spring semester.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #20 1516 as presented.