

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**November 16, 2017  
Ridgecrest City Council Chambers  
100 West California Avenue  
[www.ssusd.org](http://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, Vice President/Clerk  
Bill Farris  
Tim Johnson, President  
Kurt Rockwell  
Michael Scott

Karina Kelly, Student Member

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 regular and special meetings of October 19, 2017.

3. **PROGRAMS AND PRESENTATIONS**

4. **PUBLIC HEARING**

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Update
- Prop 39 Update
- Free & Reduced Update

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

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

5.6 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 Contract with Terrio Physical Therapy-Fitness, Inc. for Services of a Certified Occupational Therapist Assistant

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Board Policy 0410.1, Equity and Disproportionality

7.2 Approval of Revisions to Board Policy/Administrative Regulation 6173, Education for Homeless Children

7.3 Approval of Revisions to Board Policy 5141, Health Care and Emergencies

7.4 Presentation of Administrative Regulation 5141, Health Care and Emergencies

7.5 Presentation of Board Policy 3515.4, Drug and Alcohol Free Schools

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 Approval of Incentive for Early Notification of Retirement for 2017-18

8.4 Authorization of Classified Position: Lead Garage Technician

9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 Designation of Date and Time of the Organizational Meeting of the Board
- 9.3 Nominations for Representatives to the California School Boards Association (CSBA)
- 9.4 Appointment of Student Member to the Board of Education for the 2017-18 School Year Spring Semester

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues
- 10.2 Approval of Proposal for the Reinstallation of the Contents of Building C for the Burroughs High School Modernization Project

11. BUSINESS ADMINISTRATION

- 11.1 Approval of Resolution #12 1718 Authorizing the District to Seek Funding for Purchase of Replacement School Bus
- 11.2 Approval to Declare Three Vehicles Surplus Property and Allow for the Sale of Same

12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants
- 12.2 Approval of Recommendation for Expulsion, Expulsion Case #03 1718
- 12.3 Approval of University Intern Agreements with Brandman University

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be December 14, 2017.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: October 19, 2017  
TIME OF MEETING: 7:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Castillo-Covert, Farris, Rockwell, Scott  
MEMBERS ABSENT: Johnson  
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Karina Kelly.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with Item 5.6 of the regular agenda being heard following Item 2.0, and Items 10.10 and 10.11 of the concurrent agenda being heard following Item 10.9. The Inyo-Kern Schools Financing Authority agenda will be heard following Item 11.1.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of September 14, 2017 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

Lori Raineri of Government Financial Strategies, Inc. reported on the results of refinancing Series 2006A and 2008 General Obligation Bonds and Series 2007 Lease Revenue Bonds.

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Mesquite High School: Mesquite has welcomed 26 new students since the beginning of September with 4 new graduates. A new tradition has begun with graduates participating in the "Walk of Fame" where the graduating student walks the quad with all classes stepping out to cheer them on. The ASB has led many activities so far this year.

James Monroe Middle School: The Monroe staff is making their second Positive Behavior Support Plan video which can be viewed on the school website. The school DoD counselor and SAT team members attended trainings to assist students in need. The music department has been busy holding concerts and 60 eighth grade students attended Career Day at Cerro Coso Community College.

Murray Middle School: Eighth grade students attended a career event at Cerro Coso Community College on September 21, 2017. The school year has already been full of events sponsored by the ASB, PTO, AVID, and school sports teams.

Burroughs High School: BHS students were given the opportunity to take the ASVAB test and the PSAT. Fundraisers, the painting of B-Mountain, and several fun activities surrounding Homecoming are taking place in October.

5.2 Reports from Members of the Board

Board Member Kurt Rockwell thanked members of the community for attending tonight's board meeting.

5.3 Superintendent's Report

Superintendent Ernie Bell reported enrollment is up by 82 students over this time last year. The entire district participated in the Great California ShakeOut today with earthquake and other additional school safety drills. Mr. Bell met with four members of the Governor's Military Council to demonstrate how the DoD Construction Grant funds have been spent at Burroughs High School and the new Murray Middle School.

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

No report was given.

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

No report was given.

5.6 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Services Agreement between the Transforming Local Communities (TLC) and Sierra Sands Unified School District

---

Motion was made to approve the services agreement as presented. ROCKWELL/FARRIS

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

6.2 Participation of Dr. Lisa Elliott, External Evaluator, in Post Award Meeting for DoDEA STEAM Grant from November 15-17, 2017

---

Motion was made to approve the travel as presented. FARRIS/ROCKWELL

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

6.3 Appointment of Industry/Business Members to Career Technical Advisory Committee

Motion was made to appoint the individuals as presented. SCOTT/ROCKWELL

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

6.4 Approval of Services Agreement between Math Solutions/Houghton Mifflin Harcourt and Sierra Sands Unified School District

Motion was made to approve the services agreement as presented. ROCKWELL/SCOTT

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

6.5 Annual Accountability Progress Report for Sierra Sands

This item was presented for informational purposes only. No action was taken.

6.6 Report on California State Dashboard Local Indicators

This item was presented for information purposes only. No action was taken.

6.7 Approval for SELPA to Enter into a Contract with Autism Partnership

Motion was made to approve the contract as presented. FARRIS/ROCKWELL

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Presentation of Board Policy 0410.1, Equity and Disproportionality

This is the first reading of Board Policy 0410.1, Equity and Disproportionality. This policy will be presented to the board for approval at the November 16, 2017 board meeting.

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. FARRIS/SCOTT

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

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

---

Motion passed to approve the waiver request as presented. ROCKWELL/SCOTT

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

8.4 Approval to Revise the Skilled Craftsperson Job Description

---

Motion passed to approve the revision as presented. FARRIS/SCOTT

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

9. GENERAL ADMINISTRATION

9.1 Gifts to District

---

Motion passed to accept the following gifts: The Ridgecrest Area Association of Realtors made a cash donation of \$100 and a donation of school supplies with an estimated cash value of \$700 to be used for classroom support throughout the district and Michael Adkins made a donation of over 300 woodworking magazines with an estimated cash value of \$1,444 to be used at Burroughs High School. FARRIS/SCOTT

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

9.2 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, as Required by the Williams Act

---

This item was presented for informational purposes only. No action was taken.

9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 16, 2017 of the Kern County School Boards Association

---

Motion passed to approve the travel as presented. ROCKWELL/SCOTT

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

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 thanked the board, staff, and community for working together as a community to see the Murray Middle School project through to its completion. She introduced Mr. Dave Hall, Project Manager with Maas Company, who gave an update to the board on the Capital Projects taking place within the district.

Burroughs High School: The new administration building excavation and footing work is anticipated to begin next week. The boys' locker area is complete with full building completion expected next week. C Building is anticipated to be complete in October 2017 and F Building in November.

Murray Middle School: The gymnasium is anticipated to be complete in November 2017. Locker rooms should be completed next week and ready for occupancy. Close out and miscellaneous pick-up work is currently undergoing completion.

- 10.2 Approval to Add Change Order #10 to the Agreement with Kerns, Inc. to Provide and Install an Additional Outside Drinking Fountain as Part of the New Murray Middle School Project
- 10.3 Approval to Add Change Order #1 to the Agreement with CLS Constructors, Inc. to Provide Additional Trenching and Concrete Services as Part of the Burroughs High School Modernization Project
- 10.4 Approval to Add Change Order #16 to the Agreement with Angeles Contractor, Inc. to Include Back Charges for Final Clean-up at Building D and Other Impacts at Burroughs High School
- 10.5 Approval to Add Change Order #3 to the Agreement with Bowman Asphalt, Inc. for Staff Parking Lot Slurry and Striping as Part of the Burroughs High School Modernization Project
- 10.6 Approval to Add Change Order #11 to the Agreement with USS Cal Builders, Inc. to Provide Multipurpose Exterior Lighting and to Relocate Temporary Power to Construction Trailers as Part of the Burroughs Modernization Project
- 10.7 Approval to Add Change Order #7 to the Agreement with JDS Plumbing & Mechanical to Include Resolution of Multiple Unforeseen Conditions as Part of the Burroughs High School Modernization Project
- 10.8 Approval to Add Change Order #12 to the Agreement with USS Cal Builders, Inc. to Provide Construction of the Relocated Fire Pump House as Part of the Burroughs High School Modernization Project
- 10.9 Approval to Enter into Amendment #3 to the Agreement with JMI Consultants, Inc. for Inspector of Record Services for the Burroughs High School Modernization Project for Inspection at a Contracted Modular Manufacturing Facility

Motion passed to approve Items 10.2 through 10.9 as presented. ROCKWELL/FARRIS

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

11. BUSINESS ADMINISTRATION

11.1 Approval to Declare Instructional Materials Surplus and Sell Without Advertising

Motion passed to declare surplus and sell as presented. SCOTT/FARRIS

AYES: Castillo-Covert, Farris, Rockwell, Scott

ABSENT: Johnson

Vice-President Castillo-Covert temporarily adjourned the Sierra Sands Unified School District board meeting at 9:35 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 9:36 p.m.

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants

12.2 Approval of Contract for Services with Capitol Advisors Group, LLC

12.3 Approval of Recommendation for Expulsion, Expulsion Case #01 1718

12.4 Approval of Recommendation for Expulsion, Expulsion Case #02 1718

Motion passed to approve Items 12.1 thru 12.4 on the consent calendar as presented.  
FARRIS/SCOTT

AYES: Castillo-Covert, Farris, Rockwell, Scott

ABSENT: Johnson

Item 5.6, Comments from the Public was reopened at 9:40 p.m. and hearing no comments was closed at 9:41 p.m.

Vice-President Castillo-Covert temporarily adjourned the Sierra Sands Unified School District board meeting at 9:41 p.m. and reopened the special closed session meeting at 10:03 p.m. The Sierra Sands Unified School District Board of Education special meeting was adjourned at 10:04 p.m. and the regular board meeting was reopened at 10:04 p.m.

13. FUTURE AGENDA

The board would like to have future discussion on CSBA Master's in Governance training.

14. ADJOURNMENT was at 10:05 p.m.

THE BOARD OF EDUCATION

---

Amy Castillo-Covert, Vice President/Clerk

---

Ernest M. Bell, Jr., Secretary to Board

Recorder: Carol Brewster

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: October 19, 2017  
TIME OF MEETING: 6:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Castillo-Covert, Farris, Rockwell, Scott  
MEMBERS ABSENT: Johnson  
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written with the closed session being heard following the conclusion of the regular board meeting.

2. The board met in a workshop style session to discuss the 6<sup>th</sup> grade STEAM grant with possible establishment of a 6<sup>th</sup> grade STEAM academy school and construction activity throughout the district.

The special meeting adjourned at 6:50 p.m. and reconvened at 9:45 p.m. to hear Items 3.1 and 3.2 in closed session.

3. CLOSED SESSION

3.1 Public Employee Discipline/Dismissal/Release

The board approved settlement agreements with classified employees #4330 and #134.  
SCOTT/ROCKWELL

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

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

No action was taken.

4. ADJOURNMENT was at 10:04 p.m.

THE BOARD OF EDUCATION

---

Amy Castillo-Covert, Vice President/Clerk

---

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

**Sierra Sands Unified School District**

**Second Month Enrollment 2017-2018**

SCHOOL	2017-18 YTD%	2016-17 YTD%	K	1	2	3	4	5	6	7	8	9-12	SDC	2017-18 TOTAL	2016-17 TOTAL	CHANGE
FALLER	96.6%	95.7%	90	92	69	73	63	66						453	438	15
GATEWAY	96.2%	96.6%	67	63	85	51	59	66						391	411	-20
INYOKERN	94.8%	96.1%	33	39	36	30	42	27						207	197	10
LAS FLORES	96.7%	96.7%	92	71	81	87	78	80						489	490	-1
PIERCE	96.5%	96.2%	67	50	55	73	43	52					20	360	329	31
RICHMOND ANNEX	92.4%	92.8%											107	107	90	17
RICHMOND	96.4%	96.8%	71	61	57	59	65	66						379	391	-12
TOTAL K -5	96.2%	96.2%	420	376	383	373	350	357					127	2386	2352	34
MONROE	95.6%	95.5%							144	131	166		38	479	507	-28
MURRAY	96.4%	96.5%							217	205	205		39	666	644	22
TOTAL 6 -8	96.0%	96.1%							361	336	371		77	1145	1151	-6
BURROUGHS	95.5%	95.7%												1377	1406	38
MESQUITE	84.1%	91.2%												79	100	-21
TOTAL 9 - 12														1456	1506	17
17-18 TOTAL	95.9%		420	376	383	373	350	357	361	336	371	1456	271	5054	---	---
16-17 TOTAL		96.0%	417	370	401	346	352	359	335	373	367	1445	244		5009	---
CHANGE		-0.10%	3	6	-18	27	-2	-2	26	-37	4	11	27	---	---	45

**Elementary K - 5**

Regular	2017-18	2016-17
K	420	417
1 - 3	1132	1117
4 - 5	707	711
<b>Special Education</b>		
SDC	127	107
RSP	87	75

**Middle 6-8**

Regular	2017-18	2016-17
Regular	1068	1075
<b>Special Education</b>		
SDC	77	76
RSP	84	85

**High School 9 - 12**

Regular	2017-18	2016-17
Regular	1377	1345
Continuation	79	100
<b>Special Education</b>		
SDC	67	61
RSP	96	100

**Adult** 152 192

## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Approval of Contract with Terrio Physical Therapy-Fitness, Inc. for Services of a Certified Occupational Therapist Assistant

---

**BACKGROUND INFORMATION:** Both Federal Law under the Individuals with Disabilities Education Act (IDEA) and California Education Code mandate that Local Education Agencies provide a Free Appropriate Public Education (FAPE) to students with disabilities designed to meet their unique needs. This includes transportation and such developmental, corrective, or supportive services as are required to assist a child with a disability to benefit from special education. These “related services” include speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation including therapeutic recreation, early identification and assessment of disabilities in children, counseling services including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. (34 CFR 300.34(a))

Before October 2010, the district contracted with outside agencies to provide the related service of Occupational Therapy (OT). Because of the increase in the number of students who needed OT services in their Individual Education Plans (IEPs), the district hired an occupational therapist for two days a week to provide these services. The following year, the therapist contract was increased to three days a week. Since 2012, the occupational therapist’s work hours have been increase to full-time employee in order to provide OT services to students with special needs who qualify for educationally based occupational therapy.

**CURRENT CONSIDERATIONS:** Since 2010, the number of students who qualify for occupational therapy and the number of students who have moved into the district with OT services has increased from three (3) students to thirty (30) students with OT services. In addition to the 30 students on the caseload, the occupational therapist also consults with classroom teachers, conducts assessments for referred students in the Early Start Program as well as students in grades preK-12. Each assessment results in a three to four page report. As a service provider, the occupational therapist is required to attend IEP meetings. This year, the OT attended 14 IEP meetings totaling 21.5 hours in the first quarter of school. The occupational therapist is providing services to students at eight district sites. Travel time takes away the amount of time that the therapist can spend in therapy with students. When the OT has to miss therapy sessions because of IEP attendance, there is no room in the schedule for make-ups.

At the March 9, 2017 meeting, the board gave the district permission to add the position of Certified Occupational Therapist Assistant (COTA) to the classified employees’ salary schedule. The district advertised a COTA position on March 17, 2017. The job was posted on the Sierra Sands website, in the local newspapers, and in the Lancaster area

newspapers. There have been no applicants. The district contacted Terrio Physical Therapy-Fitness, Inc. (Terrio) to inquire about contracting for COTA services. The company provides school-based occupational therapy and physical therapy for school districts in Kern County. Terrio is willing to contract with the district to provide the services of a COTA for one day a week.

COTAs work under the direct supervision of occupational therapists. They are required to earn an associate's degree and pass the national certification exam before becoming a certified occupational therapy assistant. A COTA can assist an occupational therapist by providing therapy to students with supervision. This would enable the occupational therapist to have additional time to conduct assessments, attend IEP meetings, and provide consultation to classroom teachers.

FINANCIAL IMPLICATIONS: Terrio will charge \$120.00 per hour for services provided by the COTA. For services for one day a week beginning November 29, 2017 and ending on May 30, 2018, during weeks that school is in session. The anticipated cost is \$27,600.00. In addition, there will be a \$120.00 per hour for 2 hours per month for administration of occupational therapy services which is calculated at \$1,600.00. The total cost of the contract will be \$29,280.00. The cost for these services will come from the special education budget.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board give approval for the district to enter into a contract with Terrio Physical Therapy-Fitness, Inc. for the services described above.

**AGREEMENT BETWEEN  
SIERRA SANDS SELPA AND  
TERRIO PHYSICAL THERAPY-FITNESS, INC.**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between, Terrio Physical Therapy-Fitness, Inc., a California corporation, (the "Contractor"), 8302 Espresso Dr, Suite 100, Bakersfield, CA 93312, and Sierra Sands SELPA, a California public education agency, ("SELPA"), 113 W. Felspar, Ridgecrest, CA 93555, hereinafter referred to as "Parties."

RECITALS

WHEREAS, Contractor is and has been, in business as a provider of occupational therapy services; and

WHEREAS, SELPA provides special education services to students, and from time to time requires the services of independent, licensed occupational therapists and certified occupational therapy assistants to provide occupational therapy services to those students,

NOW THEREFORE, the parties do agree and contract to do the following:

1. **Purpose.** The purpose of this Agreement is to provide Occupational Therapy Services to designated students enrolled in SELPA special education programs and/or District programs ("the Students").

2. **Services.** Contractor agrees to perform occupational therapy services to the Students as requested by SELPA, together with related consultation and other services. The services to be provided include, but are not limited to, the following:

- Providing occupational therapy services to Students, including assessment, direct service to children according to their Individualized Education Program (IEP) and consultation services.
- Participation in IEP meetings for the Students, drafting appropriate goals and objectives relating to occupational therapy, and implementation and monitoring of goals and objectives.
- Preparation of all customary documentation and reports.
- Collaboration with teachers, administrators and other persons providing services to the Students.
- Administration of occupational therapy services, to include supervision of occupational therapists and certified occupational therapy assistants, case management, and billing services.
- Occupational therapy services shall be provided at a school site or at Contractor's facilities or at another location agreed to by SELPA and the Contractor.
- Drive time to and from schools/facilities where services are provided and meetings are held.

Contractor agrees to provide Occupational Therapy Services in accordance with all the professional standards and methods of practice set forth in the Occupational Therapy Practice Act, the California Board of Occupational Therapy Regulations, and the Student's IEP.

Contractor understands the importance and legal necessity for the provision of occupational therapy services in accordance with any schedule or frequency contained in the provisions of the IEP, and to the maximum extent possible agrees to schedule its occupational therapy staff so as to make them available to provide services in accordance with the applicable IEPs and to attend all IEP meetings concerning Students to whom they provide services.

3. **Billing and Payment.** SELPA agrees to pay Contractor for the above-described occupational therapy services at a rate of

- \$120.00 per hour for Occupational Therapy Services by a licensed Occupational Therapist or Certified Occupational Therapy Assistant (COTA)
- \$120.00 per hour for 2 hours per month (regular school year, extended school year as per the SELPA School District calendar and one week prior to and after the regular school year) for administration of Occupational Therapy Services

Contractor shall submit monthly invoices to SELPA for work completed for that particular calendar month. Contractor will submit service logs in an agreed format on which services provided will be recorded. Invoices submitted by Contractor for payment will be paid by SELPA within thirty days after receipt of invoice.

Contractor understands that SELPA may seek and retain reimbursement from the California Department of Health Services for qualifying services provided by Contractor on behalf of SELPA to Medi-Cal eligible students. Contractor will provide all data necessary for SELPA to process its reimbursement requests.

4. **Reimbursement.** SELPA agrees to reimburse Contractor for all reasonable and necessary specialized equipment and supplies (consumable and non-consumable) as required to implement this contract for occupational therapy services to student. Contractor will notify the SELPA Special Education Director prior to ordering any items. SELPA will have 24 hours to respond to a notification regarding the Contractor ordering equipment and/or supplies. If after 24 hours, SELPA has not responded, Contractor can order the equipment and supplies and SELPA will reimburse the Contractor for the supplies and/or equipment.

5. **Qualifications.** Contractor shall retain only Licensed Occupational Therapists and Certified Occupational Therapy Assistants to provide services under this Agreement. Contractor maintains all credentials, licenses and permits required to perform occupational therapy services for SELPA. Contractor shall be responsible for verifying the credentials, certificates, and licenses of occupational therapists and assistants or any other evidence of such individuals' qualifications and fitness to provide the services. All staff shall be employees of Contractor and Contractor shall be responsible for providing, at its expense, and in its name, disability, worker's compensation or other insurance, as well as licenses and permits usual or necessary for providing the services hereunder.

Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any

employee to have any unsupervised contact with SELPA pupils until such time as Contractor has verified in writing to SELPA that such employee has not been convicted of a felony as defined in Education Code section 45122.1.

6. **Term.** This contract begins November 29, 2017 and is effective until May 30, 2018 unless terminated earlier as provided herein.

7. **Termination.** Either party may terminate this Agreement with a thirty (30) day written notice with the effective date of termination specified in said notice. SELPA may immediately terminate this agreement if Contractor fails to initiate or fulfill delivery of services or any other obligation under this Agreement.

8. **Independent Contractor.** In performance of the services hereunder, Contractor shall be and is, and independent contractor and is not an agent or employee of SELPA, and shall not be entitled to any benefits accorded to District's employees, including, without limitation, worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be solely responsible for all matters. Parties acknowledge that SELPA shall have no supervision or responsibilities of Contractor's employees. SELPA will not control or direct details, manner or means by which Contractor accomplished the results of occupational therapy services. Contractor retains the right to contract for similar services with other individuals and other businesses.

9. **Insurance.** Contractor shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-,VI" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; (3) worker's compensation insurance as required by law.

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

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

10. **Indemnification.** Contractor agrees to and does hereby indemnify, defend, and hold harmless SELPA, and its officers, employees, agents, students and representatives from and against all claims, demands, losses cost, expenses, obligations, liabilities and damages, including without limitation, interest, penalties and reasonable attorneys fees and costs, which is incurred by reason of any injury to or death of any persons, including Students, SELPA or its officers, agents and SELPA employees, other students, or damage to or loss of any property caused by any act, neglect, default or omission of Contractor, arising out of, or in any way connected with, the provision of the services hereunder, or arising out of the breach of the terms of this Agreement by

Contractor, whether said injury or damage occurs either on or off SELPA's property, except for liability or damages which result from the sole active negligence or willful misconduct of SELPA, its officers, employees or agents. In addition, Contractor shall indemnify and defend the District with response to any action or claim that arises out of, or in any way is connected to this Agreement, including without limitations, any tax consequences, and harassment or allegation of harassment by Contractor, its employees, officers and agents of any person, and any release of pupil records or information to any third party without SELPA's prior written consent.

SELPA agrees to defend, hold harmless and indemnify Contractor and Contractor's officers, employees, trustees, agents, successors and assigns, against all claims, suits, expenses, including reasonable attorney' fees, losses, penalties, fines, costs and liability whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, property damage arising out of or made necessary by SELPA's breach of the terms of this agreement.

**11. No-Hire Covenant.** During the term of this agreement and for a period of twelve (12) months after the termination of this agreement, SELPA shall not hire as its own employee or independent contractor any employee of Contractor who has performed services for SELPA on behalf of Contractor under this agreement. The parties agree that if SELPA breaches this covenant, it will be impracticable or extremely difficult to determine the damages suffered by Contractor. The parties understand and acknowledge that such damages would include, but are not limited to, the cost of recruiting and training a replacement employee. It is therefore agreed that in event of such a breach by SELPA, SELPA shall pay Contractor the equivalent of thirty percent (30%) of the most recent annual gross salary of any such employee of Contractor who is hired by SELPA in violation of the terms of this covenant.

**12. Rules and Regulations.** All rules and regulations of SELPA and all federal, state and local laws, ordinances and regulations, are to be observed strictly by Contractor pursuant to this Agreement.

**13. Entire Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modifications, change or inducement shall be effective or given any force or effect.

**14. Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the county of Kern.

**15. Assignment.** Contractor shall not assign the obligations of Contractor pursuant to this Agreement. Any purported assignment without the consent of SELPA shall be voided.

**16. Waiver and Severability.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. If any term, conditions, or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

17. **Authority to Bind Parties.** It is understood that neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

18. **Modifications of Agreement.** This agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. **Confidentiality.** Contractor acknowledges that any records of treatment or other information concerning students, in addition to being confidential medical records, may also constitute confidential pupil records protected from disclosure under federal and state law. Contractor shall not disclose, without the permission of SELPA, any records or information, whether written or verbal, concerning the identified student to any third party. This provision survives the termination or expiration of this contract.

20. **Records.** Contractor will maintain full and accurate records in connection with this Contract and will make them available to SELPA for inspection at any time. Contractor will prepare such reports and analyses concerning the services provided as are requested by SELPA. In addition, Contractor shall participate in Individual Education Program meetings for the identified student, recommend appropriate goals and objectives, and implement and monitor those goals.

21. **Compliance with Law.** The parties shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

22. **Captions and Interpretation.** Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. The parties acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

23. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

24. **Nondiscrimination.** Neither party, nor any officer, agent, employee, servant or subcontractor of either party shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation or physical or mental disability or the perception of one or more of such characteristics, either directly, indirectly or through contractual or other arrangements.

25. **Notices.** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, registered or certified, postage prepaid and addressed as follows:

To: DISTRICT                      Sierra Sands SELPA  
   113 W. Felspar  
   Ridgecrest, CA 93555

To: CONTRACTOR                      Terrio Physical Therapy-Fitness, Inc  
   8302 Espresso Drive, Suite 100  
   Bakersfield, CA 93312

The address, to which the notices shall be mailed, may be changed by giving written notice to the other party as herein provided, but nothing contained herein shall preclude the giving of any notice by personal service.

**26. Signature Authority.** Each party has full power and authority to enter into and perform this agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this agreement.

IN WITNESS WHEREOF, EACH PARTY TO THIS Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of the Agreement.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_, 2017.

---

Christina Giraldo, Assistant Superintendent of Business  
Sierra Sands SELPA

Date



10-30-17

---

Kenneth Beurmann, CEO  
TERRIO Physical Therapy-Fitness, Inc.

Date

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Board Policy 0410.1, Equity and Disproportionality

---

BACKGROUND INFORMATION: The district is currently undergoing a disproportionality review by the California Department of Education (CDE). This includes a review of district policies and procedures relating to students with disabilities.

CURRENT CONSIDERATIONS: Upon a self-review of Sierra Sands' policies and procedures regarding students with disabilities, it was discovered that the district did not have a policy related to equity and disproportionality which is required by the CDE. With assistance from legal counsel, the district developed the following policy on equity and disproportionality. This policy defines equity and disproportionality and affirms the district's commitment to providing a fair and appropriate education in the least restrictive environment.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Board Policy 0410.1, Equity and Disproportionality as presented.

*Equity and Disproportionality*

*Definition*

*Equity is defined as:*

*Equal access to educational opportunities for all students based on those students' needs. The Equitable provision requires an understanding that all students have different needs, strengths, abilities, and support structures. The Equitable provision of education also requires eliminating the impact of students' needs and strengths; varying levels of ability, support, preparation, available resources; and socio-cultural differences so that all students may achieve academic success.*

*Proposed Equity Policy Statement*

*At Sierra Sands Unified School District, we believe all students deserve the right to varied and challenging experiences, positive and proactive discipline practices, and educational equity. The District is also committed to providing each student a fair and appropriate education, and to eliminating disparities in achievement and performance among subgroups of students based on race, ethnicity, culture, gender, sexual orientation, socio-economic status, disability, needs, strengths, ability, support, preparation, resources, and socio-cultural status. We are dedicated to being proactive in our efforts to implement practices and policies that aim to keep our students in class, receiving access to instruction, and achieving academic success regardless of race, ethnicity, or culture. Accordingly, the District strives to implement practices and policies to eliminate the gaps in access to educational opportunities and enable all students to achieve academic success. To advance this goal, the District will maintain equally high expectations for all students, appoint a culturally responsible staff, promote rigorous curricula, and maximize access to high-level educational opportunities. We will continuously identify and improve practices and policies that inequitably limit access to educational opportunities and continuously monitor our practices, programs, and policies to ensure that they remain consistent with this mission.*

*In furtherance of this mission, teachers and administrators follow procedures for identifying and responding to behavior incidents appropriately and effectively. The District will also employ and equip staff with the skills and knowledge to serve diverse students and families, who understand how to utilize their position to most effectively advance the District's goals, and who are capable of implementing related policies and procedures. The District will institute practices that provide each student with the academic, emotional, and social supports necessary to accelerate the achievement of underperforming groups while simultaneously advancing overall student performance. The District strives to offer parents and community members opportunities to assist and support the educational process. The District intends to cooperate with the surrounding community to support all students in achieving academic, emotional, and social success.*

*Equity and Disproportionality*

**Definition**

*Disproportionality is defined as:*

*The over- or under- representation of a subgroup in an overall population. In an educational context, disproportionality refers to the over-representation and over-identification of ethnic minority students placed in special education or in the disciplinary system. Research has shown that there is a disproportional relationship between a student's race or ethnicity and the likelihood he or she will be placed in special education or be formally disciplined.*

***Proposed Disproportionality Policy Statement***

*At Sierra Sands Unified School District, we strive to eliminate disproportionality in our special education and disciplinary practices. We are committed to cultivating a community where all students and staff respect diversity in all areas, including cultural, racial, and economic diversity. The District prevents over-representation of minority groups by instituting policies and procedures that provide educational opportunities and support equitably. The District strives to recognize and support each student for his or her individuality and culture. The District's policies and procedures address the multiple factors contributing to disparities in academic achievement, socio-emotional adjustment, and behavior between student subgroups. The District recognizes that inappropriate student placement in special education, or implementation of discipline, can have long-term detrimental effects on students. The District will ensure that categorizations such as race, ethnicity, gender, and socioeconomic status are not indicative of which students will be referred for special education or to the disciplinary system. To advance this mission, the District will cooperate with health and human services agencies to examine these pervasive patterns and develop practices, policies, and programs to transcend them.*

***EDUCATION CODE***

*56205(a) State Requirements on over-identification and disproportionality*

*UNITED STATES CODE, TITLE 20*

*20 USC 1401 – Definitions*

*20 USC 1412(a) (24) – State Eligibility*

***CODE OF FEDERAL REGULATIONS, TITLE 34***

*CFR 300.173 – Over-identification and disproportionality*

***Policy***

***adopted: November 16, 2017***

***SIERRA SANDS UNIFIED SCHOOL DISTRICT***

***Ridgecrest, California***

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.2 Approval of Revisions to Board Policy/Administrative Regulations 6173, Education for Homeless Children

---

**BACKGROUND INFORMATION:** Board policies and administrative regulations are reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service and changes in the law.

In 2015 the President signed into law the Every Student Succeeds Act of 2015 (ESSA), which reauthorizes the Elementary and Secondary Education Act (ESEA). Under the previous version, the education of homeless children and youth was included in Title X, Part C. Under ESSA, homeless education is included in Title IX, Part A. Subtitle VII-B of the McKinney-Vento Homeless Assistance Act authorizes the federal Education for Homeless Children and Youth (EHCY) Program and is the primary piece of federal legislation related to the education of children and youth experiencing homelessness. The ESSA amendments to the education subtitle of the McKinney-Vento Act Subtitle VII-B (42 USC 11431-11434A) took effect on October 1, 2016.

The 42 USC 11432 mandates that districts adopt policies and practices that ensure homeless children are not segregated or stigmatized on the basis of their status as homeless. This law also prohibits the segregation of homeless students into a separate school or program. Because California receives funds under McKinney-Vento, all districts are subject to this mandate. In addition, all districts are mandated to adopt policies and practices to ensure that transportation is provided to homeless students, at the request of their parent/guardian, to and from their school of origin.

**CURRENT CONSIDERATIONS:** The amended McKinney-Vento Act includes new requirements focused on identification of homeless children, preschool-aged homeless access, coordination with other service providers, professional development and technical assistance, removing enrollment barriers, providing school stability, protecting the privacy of student records, improving the dispute resolution process, and establishing new authority for local liaisons.

**FINANCIAL IMPLICATIONS:** The district is required to set aside up to one percent of its Title 1 funds each year for homeless services, including transportation.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the changes to BP/AR 6173, Education for Homeless Children as presented.

## Education for Homeless Children

The Governing Board ~~recognizes its obligation~~ *desires* to ensure that homeless children ~~children~~ *students* have access to the same free and appropriate public education provided to other ~~children~~ *students* within the district. The district shall provide homeless students with access to education and other services necessary for ~~these students~~ *them* to meet the same challenging performance standards as other students. ~~Students shall not be segregated into a separate school or program based on their status as homeless, nor shall homeless students be stigmatized in any way.~~

*(cf. 6011 - Academic Standards)*

*The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)*

*(cf. 3250 - Transportation Fees)*

*(cf. 3260 - Fees and Charges)*

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

*When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)*

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

~~*(cf. 3553 - Free and Reduced Price Meals)*~~

*The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.*

*In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.*

*(cf. 1113 - District and School Web Sites)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**Education for Homeless Children**

*Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

*Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)*

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

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

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

*(cf. 6159 - Individualized Education Program)*

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

*(cf. 6171 - Title I Programs)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6174 - Education for English Learners)*

*(cf. 6177 - Summer Learning Programs)*

*(cf. 6178 - Career and Technical Education)*

*(cf. 6179 - Supplemental Instruction)*

*(cf. 5111.13—Residency for Homeless Children)*

*Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)*

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

*(cf. 3553 - Free and Reduced Price Meals)*

*The Superintendent or designee shall coordinate with other agencies and entities to ensure*

**Education for Homeless Children**

*that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)*

*(cf. 1020 - Youth Services)*

*District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)*

*At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.*

*(cf. 0500 - Accountability)*

*(cf. 6162.51 - State Academic Achievement Tests)*

*(cf. 6190 - Evaluation of the Instructional Program)*

**Transportation**

~~The district shall provide transportation for a homeless student to and from a district school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries but continues to attend this district's school of origin, the Superintendent or designee shall consult with the Superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)~~

~~(cf. 3250 - Transportation Fees)~~

~~(cf. 3541 - Transportation Routes and Services)~~

## Education for Homeless Children

### Legal Reference:

#### EDUCATION CODE

~~1980-1986 County community schools~~

~~2558.2 Use of revenue limits to determine average daily attendance of homeless children~~

~~39807.5 Payment of transportation costs by parents~~

***48850 Educational rights of homeless and foster youth***

***48852.5 Notice of educational rights of homeless students***

***48852.7 Enrollment of homeless students***

***48915.5 Recommended expulsion, homeless student with disabilities***

***48918.1 Notice of recommended expulsion***

***51225.1-51225.3 Graduation requirements***

***52060-52077 Local control and accountability plan***

#### **CODE OF REGULATIONS, TITLE 5**

***4600-4687 Uniform complaint procedures***

#### UNITED STATES CODE, TITLE 20

1087vv Free Application for Federal Student Aid; definitions

1232g Family Educational Rights and Privacy Act

6311 Title I state plan; state and local educational agency report cards

#### UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

***12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies***

### Management Resources:

#### CDE PUBLICATIONS

~~Enrolling Students in Homeless Situations, 1999~~

#### FEDERAL REGISTER

~~U.S. Department of Education: Notice of school enrollment guidelines, 67 Fed. Reg. 10698~~

#### **CALIFORNIA CHILD WELFARE COUNCIL PUBLICATIONS**

***Partial Credit Model Policy and Practice Recommendations***

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

***Homeless Education Dispute Resolution Process, January 30, 2007***

#### **NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS**

***Homeless Liaison Toolkit, 2013***

#### **U.S. DEPARTMENT OF EDUCATION GUIDANCE**

***Dear Colleague Letter, July 27, 2016***

***Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July 2016***

#### WEB SITES

~~CDE: <http://www.cde.ca.gov/cilbranch/homeless/homelesstoc.html>~~

U.S. Department of Education: <http://www.ed.gov/offices/OESE/CEP/hmlsprogresp.html>

**California**

**Child**

**Welfare**

**Council: <http://www.chhs.ca.gov/Pages/CAChildWelfareCouncil.aspx>**

**Education for Homeless Children**

*California Department of Education, Homeless Children and Youth Education:*  
*<http://www.cde.ca.gov/sp/hs/cy>*  
*National Center for Homeless Education at SERVE: <http://www.serve.org/nche>*  
*National Law Center on Homelessness and Poverty: <http://www.nlchp.org>*  
*U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>*

Policy

adopted: ~~November 20, 2003~~ **November 16, 2017**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

## Education for Homeless Children

### Definitions

Homeless *students* means students who lack a fixed, regular and adequate nighttime residence and includes: (*Education Code 48852.7, 42 USC 11434a*)

1. ~~Children and youths~~ *Students* who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals ~~or are awaiting foster care placement~~

*(cf. 6173.1 - Education for Foster Youth)*

2. ~~Children and youths~~ *Students* who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. ~~Children and youths~~ *Students* who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because the children are living in conditions described in (1)-(3) above

*Unaccompanied youth includes youth who are not in the physical custody of a parent or guardian. (20 USC 11434a)*

School of origin means the school that the *homeless* student attended when permanently housed or the school in which the student *he/she* was last enrolled, *including a preschool. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)*

Best interest means ~~to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes of his/her parent/guardian.~~ *that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve*

**Education for Homeless Children**

*academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)*

District Liaison

The Superintendent or designee designates the following staff person as the district liaison for homeless students (42 USC 11432):

Coordinator of Educational Technology, Assessment & Categorical Programs  
(title or position)

348 Rowe St., Ridgecrest, CA 93555  
(address)

760-499-1640  
(phone number)

The district's liaison for homeless students shall ensure that: (*Education Code 48852.5*; 42 USC 11432)

1. **Ensure that** homeless students are identified by school personnel and through **outreach and** coordination activities with other entities and agencies

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)  
(cf. 3553 - Free and Reduced-Price Meals)  
(cf. 5141.6 - Student Health and Social Services)

2. **Ensure that** homeless students **are** enrolled in, and have a full and equal opportunity to succeed in, district schools

3. **Ensure that** homeless families and ~~students~~ **children and youth have access and** receive educational services for which they are eligible, **including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district**

(cf. 5148.3 - Preschool/Early Childhood Education)

**Education for Homeless Children**

4. *Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services*

*(cf. 5141.6 - School Health Services)*

5. *Inform* parents/guardians ~~are informed~~ of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children

*(cf. 5145.6 - Parental Notifications)*

6. *Disseminate the* notice of the educational rights of homeless *students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth including family shelters, public libraries, and hunger relief agencies.* ~~is disseminated at places where children receive services, such as schools, shelters, and soup kitchens.~~ *The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.*
7. *Mediate* enrollment disputes ~~are mediated~~ in accordance with law, ~~Governing Board policy and administrative regulation~~ *and the section "Resolving Enrollment Disputes" below.*
8. *Fully inform* parents/guardians *of homeless students and unaccompanied youth* ~~are fully informed~~ of all transportation services, *including transportation to the school of origin, and assist them in accessing transportation to the school of choice*

~~(cf. 3250 - Transportation Fees)~~

(cf. 3541 - Transportation Routes and Services)

9. *Ensure that school personnel providing services to homeless students receive professional development and other support*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

10. *Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may*

## Education for Homeless Children

*receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090*

*11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the provision of comprehensive data to the state coordinator as required by law*

*In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability.*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

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

*(cf. 6159 - Individualized Education Program)*

*The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. He/she shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)*

## Enrollment

*The district shall make placement decisions for homeless students based on the student's best interest.*

~~Placement decisions for homeless students shall be based on the student's best interest. In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. (42 USC 11432)~~

*In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)*

*Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.*

## Education for Homeless Children

*However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)*

*In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)*

~~The student may continue attending the~~ *In determining a student's best interest, a homeless student shall, to the extent feasible be placed in his/her school of origin for the duration of the homelessness and until the end of any academic year in which the student moves into permanent housing, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.742; USC 11432)*

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. ~~even if the parent/guardian is unable to provide the school with the records normally required for enrollment.~~ *The student shall be enrolled even if he/she: (Education Code 48852.7; 42 USC 11432)*

**1. *Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended***

*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*

**2. *Does not have clothing normally required by the school, such as school uniforms***

*(cf. 5132 - Dress and Grooming)*

**3. *Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records***

*(cf. 5111 - Admission)*

*(cf. 5111.1 - District Residency)*

*(cf. 5125 - Student Records)*

*(cf. 5111.13 - Residency for Homeless Children)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

*(cf. 5141.26 - Tuberculosis Testing)*

**4. *Has missed application or enrollment deadlines during any period of homelessness***

### Education for Homeless Children

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other ~~medical~~ **required health** records, the principal or designee shall refer the parent/guardian to the district ~~homeless student~~ liaison **for homeless students**. The **district** liaison shall assist the parent/guardian, **or the student if he/she is an unaccompanied youth**, in obtaining the necessary immunizations, **screenings**, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or a school requested by the parent/guardian, **or an unaccompanied youth** the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)

*The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)*

*To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)*

1. *If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.*
2. *If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.*

### Enrollment Disputes

*If the Student's status changes before the end of the school year so that he/she no longer homeless, he/she shall be allowed to stay in the school of origin: (Education Code 48852.7)*

1. *Through the duration of the school year if he/she is in grades K-8*
2. *Through graduation if he/she is in high school*

### Resolving Enrollment Disputes

If a dispute arises over **student eligibility**, school selection or enrollment in a particular school, **the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible.** ~~the student shall be immediately admitted, pending resolution of the dispute, to the school in which enrollment is sought.~~ (42 USC 11432)

**Education for Homeless Children**

The parent/guardian *or unaccompanied youth* shall be provided with a written explanation of *any decisions related to eligibility, school selection, or enrollment and the right of the parent/guardian the placement decision*, including an explanation of the parent/guardian's *or unaccompanied youth's* right to appeal the *such* decisions. He/she shall also be referred to the district liaison. (42 USC 11432)

~~The district liaison shall carry out the dispute resolution process provided by the state as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)~~

*The written explanation shall include:*

1. *A description of the action proposed or refused by the district*
2. *An explanation of why the action is proposed or refused*
3. *A description of any other options the district considered and the reasons that any other options were rejected*
4. *A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources*
5. *Appropriate timelines to ensure any relevant deadlines are not missed*
6. *Contact information for the district liaison and state coordinator, and a brief description of their roles*

*The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.*

*The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.*

*In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:*

1. *Inform them that they may provide written and/or oral documentation to support their position*

**Education for Homeless Children**

2. *Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved*
3. *Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process*
4. *Provide them a copy of the dispute form they submit for their records*
5. *Provide them the outcome of the dispute for their records*

*If a parent/guardian or unaccompanied youth disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.*

*If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.*

*Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)*

*(cf. 1312.3 – Uniform Complaint Procedures)*

**Transportation**

*The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)*

*(cf. 3250 - Transportation Fees)*

*(cf. 3541 - Transportation Routes and Services)*

*The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)*

**Education for Homeless Children***Transfer of Coursework and Credits*

*When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)*

*If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)*

*Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.*

*In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)*

*(cf. 6143 - Courses of Study)*

*Applicability of Graduation Requirements*

*To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Governing Board.*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6162.52 - High School Exit Examination)*

*However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within*

**Education for Homeless Children**

*the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)*

*To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)*

*The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)*

*The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)*

*If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if he/she transfers to another school or school district. (Education Code 51225.1)*

*If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)*

- 1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution*

**Education for Homeless Children**

2. *Provide information to the homeless student about transfer opportunities available through the California Community Colleges*

3. *Upon agreement with the homeless student or with the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements*

*Eligibility for Extracurricular Activities*

*A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)*

*Notification and Complaints*

*Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)*

*Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.*

*(cf. 1312.3 - Uniform Complaint Procedures)*

7. POLICY DEVELOPMENT AND REVIEW

7.3 Approval of Revisions to Board Policy 5141, Health Care and Emergencies

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of mandatory updates or new legal mandates communicated through the California School Boards Association (CSBA) policy service. Proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations.

CURRENT CONSIDERATIONS: This board policy is updated to add necessary AED language due to the implementation of our AED program in the district. There is the need to update and add specific polices/administrative regulations to address this issue.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: Approve revisions to Board Policy 5141, Health Care and Emergencies as presented.

**Health Care And Emergencies**

The Governing Board recognizes the importance of taking appropriate action whenever an ~~accident or illness~~ **emergency** threatens the safety, health or welfare of a student at school or during school-sponsored activities.

*(cf. 0450 - Comprehensive Safety Plan)*

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

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5142 - Safety)*

*The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.*

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

*(cf. 5143 - Insurance)*

*(cf. 6145.2 - Athletic Competition)*

*The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.*

*District staff shall appropriately report and document student accidents.*

**Automated External Defibrillators**

*The Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency.*

*The Superintendent or designee shall develop guidelines for employees regarding these devices and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. The guidelines shall also specify the placement, security, and maintenance of the AED.*

*The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.*

**Emergency Information**

To facilitate immediate contact with parents/guardians when an accident or illness occurs, the

**Health Care And Emergencies**

~~Board requires parents/guardians to furnish the schools with the current information specified below:~~

- ~~1. Home address and telephone number.~~
- ~~2. Parent/guardian's business address and telephone number.~~
- ~~3. Name, address and telephone number of a relative or friend who is authorized by the parent/guardian to care for the student in cases of emergency when the parent/guardian cannot be reached.~~
- ~~4. Local physician to call in case of emergency.~~

~~Under Education Code 49407, no school district shall be held liable for the reasonable treatment of a student without the consent of the parent/guardian when the student requires reasonable medical treatment and the parent/guardian cannot be reached, unless a written objection to medical treatment has been filed with the school district.~~

**Resuscitation Orders**

~~District employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, staff shall make every effort to resuscitate him/her.~~

~~The Board prohibits staff members from accepting or following any parental or medical "Do Not Resuscitate" orders.~~

~~The Superintendent or designee shall ensure that all parents/guardians are informed of this policy.~~

Legal Reference:

EDUCATION CODE

- 32040-32044 First aid equipment
- 49300-49307 School safety patrols
- 49407 Liability for treatment
- 49408 Emergency information
- 49409 Athletic events; physicians and surgeons; emergency medical care; immunity
- 49470 Medical and hospital services for athletic program
- 49471 Medical and hospital services not provided or available

**Health Care And Emergencies**

49472 Medical and hospital services for pupils  
49474 Ambulance services  
51202 Instruction in personal and public health and safety  
CIVIL CODE  
1714.21 Defibrillators; CPR; immunity from civil liability  
FAMILY CODE  
6550-6552 Caregivers  
HEALTH AND SAFETY CODE  
1797.196 Automatic external defibrillators, immunity from civil liability  
*1797.200 Emergency medical services agency*  
*1799.102 Personal liability immunity*  
CODE OF REGULATIONS, TITLE 8  
5193 California Bloodborne Pathogens Standard  
**CODE OF REGULATIONS, TITLE 22**  
*100031-100042 Automated external defibrillators*

Management Resources:

WEB SITES

American Heart Association: <http://www.americanheart.org>

American Red Cross: <http://www.redcross.org>

California Department of Health Care Services: <http://www.dhcs.ca.gov>

Policy

adopted: ~~August 18, 1994~~ **November 16, 2017**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.4 Presentation of Administrative Regulation 5141, Health Care and Emergencies

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of mandatory updates or new legal mandates communicated through the California School Boards Association (CSBA) policy service. Proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations.

CURRENT CONSIDERATIONS: Currently, our district does not have an administrative regulation regarding Health Care and Emergencies. With board approval in January 2017 for implementation of an AED program in the district there is the need to update and add specific polices/administrative regulations to address this issue.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of Administrative Regulation 5141, Health Care and Emergencies and will be presented to the board for approval at the December 14, 2017 board meeting.

*Health Care And Emergencies*

*Emergency Contact Information*

*In order to facilitate contact in case of an emergency or accident, the principal or designee shall annually request that parents/guardians provide the following information:*

- 1. Home address and telephone number*
- 2. Parent/guardian's business address and telephone number*
- 3. Parent/guardian's cell phone number and email address, if applicable*
- 4. Name, address, and telephone number of an alternative contact person to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached*
- 5. Local physician to call in case of emergency*

*(cf. 5021 - Noncustodial Parents)*

*(cf. 5142 - Safety)*

*In addition, parents/guardians shall be encouraged to notify the school whenever their emergency contact information changes.*

*Notification/Consent for Medical Treatment*

*Whenever a student requires emergency or urgent medical treatment while at school or a school-sponsored activity, the principal or designee shall contact the parent/guardian or other person identified on the emergency contact form in order to obtain consent for the medical treatment.*

*If the student's parent/guardian or other contact person cannot be reached to provide consent, the principal may seek reasonable medical treatment for the student as needed, unless the parent/guardian has previously filed with the district a written objection to any medical treatment other than first aid.*

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*A person who has filed with the district a completed caregiver's authorization affidavit pursuant to Family Code 6550-6552 shall have the right to consent to or refuse school-related medical care on behalf of the minor student. The caregiver's authorization shall be invalid if the district receives notice that the minor student is no longer living with the caregiver or if the*

*Health Care And Emergencies*

*Superintendent or designee has actual knowledge of facts contrary to those stated on the affidavit. (Family Code 6550)*

*(cf. 5111.1 - District Residency)*

*The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health, or safety. (Family Code 6550)*

*Automated External Defibrillators*

*When an automated external defibrillator (AED) is placed in a district school, the Superintendent or designee shall notify an agent of the local emergency medical services agency of the existence, location, and type of AED acquired. (Health and Safety Code 1797.196, 1797.200)*

*The Superintendent or designee shall ensure that any AED placed at a district school is maintained and tested according to the operation and maintenance guidelines set forth by the manufacturer. (Health and Safety Code 1797.196)*

*The Superintendent or designee shall develop a written plan which describes the procedures to be followed in the event of a medical emergency, including an emergency that may involve the use of an AED. These procedures should include, but not be limited to, requirements for immediate notification of the 911 emergency telephone number in the event of an emergency that may involve the use of an AED.*

*(cf. 0450 - Comprehensive Safety Plan)*

*The principal of any district school with an AED shall annually provide information to school employees that describes: (Health and Safety Code 1797.196)*

1. *Sudden cardiac arrest*
2. *The school's emergency response plan*
3. *The proper use of an AED*

*Instructions on how to use the AED, in no less than 14-point type, shall be posted next to every AED. In addition, school employees shall be notified annually of the location of all AED units on campus. (Health and Safety Code 1797.196)*

*Students*

*AR 5141 (c)*

*Health Care And Emergencies*

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

*Each AED shall be checked for readiness at least biannually and after each use. In addition, the Superintendent or designee shall ensure that an inspection is made of all AEDs at least every 90 days for potential issues related to operability of the device, including a blinking light or other obvious defect that may suggest tampering or that another problem has arisen with the functionality of the AED. The Superintendent or designee shall maintain records of these checks. (Health and Safety Code 1797.196)*

*(cf. 3580 - District Records)*

*Regulation*

*approved: December 14, 2017*

*SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California*

7. POLICY DEVELOPMENT AND REVIEW

7.5 Presentation of Board Policy 3513.4, Drug and Alcohol Free Schools

---

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

CURRENT CONSIDERATIONS: CSBA has recently published this policy to address Proposition 64 which legalizes the use of cannabis in the state of California. Although Proposition 64 (2016) authorizes individuals aged 21 years and older to possess and use specified amounts of cannabis for recreational purposes, it specifically prohibits all persons from possessing, smoking, or ingesting cannabis or cannabis products on the grounds of a school, day care center, or youth center while children are present. The law also prohibits smoking or ingestion of cannabis in a public place, smoking cannabis in any location where smoking tobacco is prohibited, and smoking cannabis within 1,000 feet of a school, day care center, or youth center while children are present with limited exceptions.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of Board Policy 3513.4, Drug and Alcohol Free Schools and will be presented to the board for approval at the December 14, 2017 board meeting.

*Drug And Alcohol Free Schools*

*The Governing Board recognizes the need to keep district schools free of drugs and alcohol in order to create a safe and healthy environment conducive to learning and promote student health and well-being. The Board prohibits the possession, use, or sale of drugs and alcohol at any time in district-owned or leased buildings, on district property, and in district vehicles, unless otherwise permitted by law.*

*(cf. 1325 - Advertising and Promotion)*  
*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 4020 - Drug and Alcohol-Free Workplace)*  
*(cf. 4159/4259/4359 - Employee Assistance Programs)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.62 - Tobacco)*  
*(cf. 6142.8 - Comprehensive Health Education)*

*The following substances are prohibited on all district property:*

- 1. Any substance which may not lawfully be possessed, used, or sold in California*
- 2. Cannabis or cannabis products (Health and Safety Code 11362.3; 21 USC 812, 844)*
- 3. Alcoholic beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code 25608*

*(cf. 1330 - Use of School Facilities)*  
*(cf. 1330.1 - Joint Use Agreements)*

*Prescription medication, except for prescribed cannabis, may be administered at school in accordance with law, district policy and regulations, and written statements by the parent/guardian and the student's authorized health care provider as applicable.*

*(cf. 5141.21 - Administering Medications and Monitoring Health Conditions)*

*Information about the district's drug- and alcohol-free schools policy and the consequences for violations shall be communicated clearly to employees, parents/guardians, students, and the community.*

*Enforcement/Discipline*

*The Superintendent or designee shall take appropriate action to eliminate the possession, use, or sale of alcohol and other drugs and related paraphernalia in district facilities, on district*

*Drug And Alcohol Free Schools*

*property, in district vehicles, or at school-sponsored activities. As appropriate, he/she may direct anyone violating this policy to leave school property and/or refer the matter to law enforcement.*

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 3515.2 - Disruptions)*

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

*(cf. 5145.12 - Search and Seizure)*

*Students and employees who violate the terms of this policy may be subject to discipline and/or referred to assistance programs in accordance with law and Board policy.*

*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*

*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*

*(cf. 4117.7/4217.7/4317.7 - Employment Status Reports)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 5131 - Conduct)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

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

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*Legal Reference:*

**EDUCATION CODE**

*44940 Compulsory leave of absence for certificated persons*

*44940.5 Procedures when employees are placed on compulsory leave of absence*

*45123 Employment after conviction of controlled substance offense*

*45304 Compulsory leave of absence for classified persons*

*48900 Suspension or expulsion (grounds)*

*48900.5 Suspension, limitation on imposition; exception*

*48901 Smoking or use of tobacco prohibited*

*48901.5 Prohibition of electronic signaling devices*

*48902 Notification of law enforcement authorities; civil or criminal immunity*

*48909 Narcotics or other hallucinogenic drugs*

*48915 Expulsion; particular circumstances*

**BUSINESS AND PROFESSIONS CODE**

*25608 Alcohol on school property; use in connection with instruction*

**GOVERNMENT CODE**

*Drug And Alcohol Free Schools*

*8350-8357 Drug-free workplace*

*HEALTH AND SAFETY CODE*

*11053-11058 Standards and schedules*

*11353.6 Juvenile Drug Trafficking and Schoolyard Act*

*11362.1 Possession and use of cannabis, persons age 21 and over*

*11362.3 Limitations on possession and use of cannabis*

*11362.79 Limitations on medical use of cannabis*

*104559 Tobacco use prohibition*

*PENAL CODE*

*13860-13864 Suppression of drug abuse in schools*

*VEHICLE CODE*

*13202.5 Drug and alcohol related offenses by person under age of 21, but aged 13 or over;*

*UNITED STATES CODE, TITLE 20*

*7101-7122 Student Support and Academic Enrichment Grants*

*UNITED STATES CODE, TITLE 21*

*812 Schedules of controlled substances*

*844 Penalties for possession of controlled substance*

*UNITED STATES CODE, TITLE 41*

*8101-8106 Drug-Free Workplace Act*

*COURT DECISIONS*

*Ross v. RagingWire Telecommunications, Inc., 42 Cal. 4th 920 (2008)*

*Policy*

*Adopted: December 14, 2017*

*SIERRA SANDS UNIFIED SCHOOL DISTRICT*

*Ridgecrest, California*

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Rainbow Wong  
5<sup>th</sup> Grade – Inyokern  
Effective 11-6-17

Substitute Teachers for the 2017-18 year:

Pamela Contreras

Coaches for the 2017-18 year:

Melissa Merzlak  
Volleyball – BHS

Volunteer Coaches:

William Gross  
Derek Hamel  
Jermaine Jackson  
Tyler Lopez  
Bryan Motteshard  
Vincent Vargas  
Gregory Wade

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Eva Balfour\*\*\*  
5 ½ hr. Paraprofessional – Richmond  
Effective 12-1-17

Jami Dow  
4 hr. Account Clerk II- Curriculum & Instruction  
Effective 10-13-17

Ben Shaw\*\*\*  
8 hr. Head Custodian – Burroughs  
Effective 11-3-17

Maranda Vitello  
3 hr. Food Service Asst. II  
And 2 hr. Food Service Asst. I – Burroughs  
Effective 10-31-17

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Jessica Annos  
5 ½ hr. Paraprofessional – Burroughs  
Effective 11-3-17

Michelle Dyer  
1 ½ hr. Noon Duty Supervisor – Inyokern  
Effective 10-2-17

Brenda Franklin  
3 hr. Food Service Asst. I – Gateway  
Effective 11-3-17

Jessica Gamboa  
5 ½ hr. Paraprofessional – Burroughs  
Effective 11-2-17

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Mark Gorwood  
8 hr. Skilled Craftsperson – Maintenance  
Effective 11-6-17

Irma Hahn  
2 hr. Noon Duty Supervisor – James Monroe  
Effective 11-1-17

William Hartley  
5 ½ hr. Paraprofessional – Richmond  
Effective 11-3-17

Penny Martz  
5 ½ hr. Paraprofessional – SELPA  
Effective 11-1-17

Mercedes Perez  
1 ½ hr. Noon Duty Supervisor – Richmond  
Effective 11-2-17

Robbie Tate  
5 ½ hr. Paraprofessional – SELPA  
Effective 11-2-17

Rebekah Wagner  
2 hr. Noon Duty Supervisor – Murray  
Effective 9-25-17

Vailio Wooley  
2 hr. Noon Duty Supervisor – Murray  
Effective 10-13-17

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Student Workability Workers for the 2017-18 School Year:

Denny Bartles  
Maisie Camacho  
Kamryn Jimenez  
Mya King  
Rebekah Meyer  
Caleb Neymar  
Jimmy Surles, Jr.

Student Food Service Worker for the 2017-18 School Year:

Madison Lyman

Classified Substitutes for the 2017-18 School Year:

Danielle Fillingham  
Lorenzo Flore  
Jenni Gutierrez  
Christina Hendrickson  
Nancy Howell  
Alina Landeros  
Arthur Mendoza  
Nicholas Towler  
Hayleigh Stillson  
Kristin Wheeler

8.24 CHANGE OF STATUS

Kimberly Foisy  
From: 1 ¾ hr. Clerk II – Richmond  
To: 4 hr. Account Clerk II – Curriculum & Instruction  
Effective 11-6-17

8. PERSONNEL ADMINISTRATION

8.3 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Alberta Irons

From: 1  $\frac{3}{4}$  hr. Noon Duty Supervisor – Faller

To: 5  $\frac{1}{2}$  hr. Paraprofessional – Richmond

Effective 10-27-17

Diana Wood

From: 2 hr. Food Service Asst. I – Burroughs

To: 3 hr. Food Service Asst. II – Burroughs

And

From: 3 hr. Food Service Asst. I – Burroughs

To: 2 hr. Food Service Asst. I – Burroughs

Effective 11-1-17

Phillip Zackrison

From: 8 hr. General Maintenance – Maintenance

To: 8 hr. Skilled Craftsperson – Maintenance

Effective 11-1-17

## 8. PERSONNEL ADMINISTRATION

### 8.3 Approval of Incentive for Early Notification of Retirement for 2017-18

---

**BACKGROUND INFORMATION:** For several years, the district has offered an incentive for early notification of retirement. In 2006, the board approved an increase in the incentive amount for 2006-07 to \$1,000 for each retiring certificated employee and \$532 for each retiring classified employee who declared in writing prior to a specific date in January his/her intent to retire. In 2009-10, the board approved an increase in the incentive amount to \$3,000 for each retiring certificated employee and \$1,600 for each retiring classified employee who declared in writing prior to a specific date in January his/her intent to retire. This provided the district with valuable information in determining staffing needs for the upcoming school year.

**CURRENT CONSIDERATIONS:** The district would like to offer the incentive for early notification of retirement program for 2017-18 to assist with identification of staffing needs for the 2018-19 school year. The district is proposing to continue with its offer from the last few years in the amount of \$3,000 for certificated employees and \$1,600 for classified employees to those employees who submit their written retirement notice by no later than February 2, 2018. The retirement window (i.e., effective date of retirement) for this incentive is as follows: (1) certificated employees between June 1, 2018 and August 1, 2018; and (2) classified employees between February 2, 2018 and August 1, 2018. Employees must be eligible to retire under STRS or PERS in order to receive this incentive. All employees eligible to retire will receive a letter during the week of November 27 – December 1, 2017 from the Human Resources Department describing the 2017-2018 early notification of retirement incentive program.

Management wishes to emphasize its belief that this proposed incentive has absolutely no impact, or desired impact, on an employee's decision to retire. The district is making no attempt, in any way, to imply that we are offering an "incentive" or "award" for retirement. Given the statewide shortage of highly qualified teachers, we prefer to keep all our teachers! This proposed incentive is merely focused on obtaining early notification by eligible employees of their personal decision to retire. Since the district plans to recruit new teachers from March-May, it will be extremely valuable to the process of hiring the "best and brightest" with the knowledge of what positions will be vacant, due to retirement. Without an incentive to notify early, the district anticipates the probability that eligible employees may notify the district of their decision to retire as late as June, which would negatively impact our ability to recruit new teachers in the spring.

**FINANCIAL IMPLICATIONS:** Last year, the district paid five (5) classified notification incentives and twelve (12) certificated notification incentives for a total cost of \$44,000. The exact fiscal impact is unknown, but it is projected that we will have a similar number of employees who take the notification incentive. Most

important for the district are the benefits associated with management of staffing in the current statewide environment in which districts are experiencing shortages of qualified applicants.

SUPERINTENDENT'S RECOMMENDATION: Approve the incentive for early notification of retirement program for 2017-18 in the amount of \$3,000 for each certificated employee and \$1,600 for each classified employee who declares his/her intent to retire in writing within the applicable retirement window by no later than February 2, 2018.

8. PERSONNEL ADMINISTRATION

8.4 Authorization of Classified Position: Lead Garage Technician

---

BACKGROUND INFORMATION: Sierra Sands has always been interested in providing opportunities for our current employees to grow and promote within the district. We recognize the value of retaining and growing our workforce, maintaining stability, and providing the training/experiences necessary for employees to thrive.

CURRENT CONSIDERATIONS: The attached job description reflects the current skills, experience, and lead capabilities needed to effectively support the district garage. The addition of this job description expands the current job pathways in which a mechanic can assume increasing responsibility and grow a career in the district.

FINANCIAL IMPLICATIONS: None. This position does not represent an additional FTE.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the creation of a position entitled Lead Garage Technician as presented.

# SIERRA SANDS UNIFIED SCHOOL DISTRICT

## Job Description – Classified

### Lead Garage Technician

**SUPERVISED BY:** Assigned Classified Supervisor

#### **BRIEF DESCRIPTION OF THE POSITION:**

Under direction of management and/or Lead Mechanic, repairs, overhauls, and maintains all district vehicles, and other mechanical equipment of the school district; Performs related work as required. In the absence of a Lead Mechanic, the Lead Garage Technician assumes the lead role in the garage.

#### **MAJOR DUTIES AND RESPONSIBILITIES:**

- Delegates and directs work assignments including establishing priorities for repair work orders.
- Performs complex mechanical work, and safety inspections for the maintenance and repair of all district vehicles to conform with Highway Patrol standards, including but not limited to automotive equipment and mechanical equipment.
- Makes decisions as to the extent and type of repairs to be done on individual pieces of equipment.
- Assists garage and transportation personnel in solving unusual and/or unforeseen mechanical service problems with district vehicles.
- Prepares estimates, when requested, for parts and labor regarding major repair jobs and requisitions parts and equipment as needed.
- Troubleshoots, diagnoses, estimates cost of repairs, and fixes or makes adjustments; operates electrical testing equipment and computer-based diagnostic scan tools.
- Makes major and minor overhauls of engines, transmissions, and differentials.
- Keeps records of repair and maintenance work as required by State law.
- Performs tire repairs and coordinates emergency road calls as necessary.
- Cares for and maintains shop tools and equipment.
- Performs other related duties as directed by supervisor.

#### **REQUIRED QUALIFICATIONS:**

Knowledge of:

- Tools, materials, and equipment used in the automotive field.
- Principles and methods used in a program of preventive maintenance for automotive equipment.
- Knowledge of heavy and light duty suspension, steering, brake systems, and power train components.
- Safe driving and work practices.

Ability to:

- Inspect, locate, and diagnose mechanical defects and estimate the cost of repairs.
- Skillfully use the tools and equipment necessary in the repair and maintenance of heavy and light duty automotive equipment.
- Understand and follow oral and written instructions.
- Maintain appropriate maintenance records and files.
- Meet the physical requirements necessary to safely and effectively perform assigned duties.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

## Lead Garage Technician (continued)

### Education:

- High school graduate or equivalent
- Technical or trade school in the field of automotive technology and repair.

### Experience:

- Three years as a journeyman technician.

**LIST MACHINES, EQUIPMENT, OFFICE APPLIANCES, OR MOTOR VEHICLES EMPLOYEE IS REQUIRED TO USE IN THE PERFORMANCE OF THE JOB. INDICATE WHETHER USE IS OCCASIONAL, FREQUENT, OR CONSTANT.**

- Engine scope (O)
- Wheel balance (O)
- Computers (F)
- Scan tool (F)
- Hoist (F)
- Truck (F)
- Drill press, grinders, gas and electric welders, hydraulic presses, hoists, overhead winch, forklift (F)
- \$5,000 worth of personal tools with lockable storage (C)

9. GENERAL ADMINISTRATION

9.1 Gifts to District

---

CURRENT CONSIDERATIONS: The following gifts have been received: Mr. Larry Riendeau donated a countertop portable ice maker with an estimated cash value of \$250 to be used in the office of Murray Middle School. The following vehicles were donated to the Burroughs High School Auto Shop: Lori Jones donation a 1999 Chevy Cavalier with an estimated cash value of \$1,300, Spencer Hall donated a 2000 Nissan Maxima with an estimated cash value of \$2,500, John Johnson donated a 2003 Toyota Prius with an estimated cash value of \$3,000, and John Cornell donated a 1999 Ford Ranger with an estimated cash value of \$4,500.

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 Designation of Date and Time of the Organizational Meeting of the Board

---

BACKGROUND INFORMATION: Education Code Section 35143 requires that each school district hold an annual organizational meeting within the period of fifteen days of the first Friday in December, which this year is December 1, 2017 through December 15, 2017. Unless otherwise provided by rule of the governing board, the date and time of the annual organizational meeting shall be selected by the board at its regular meeting immediately prior to the annual meeting.

CURRENT CONSIDERATIONS: According to the annually adopted meeting schedule of the board, the regular meeting within the designated period is scheduled for December 14, 2017.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board designate December 14, 2017 at 7:00 p.m. as the date and time for the regular and organizational meeting of the board. The meeting will be conducted in the Ridgecrest City Council Chambers, 100 West California Avenue.

## 9. GENERAL ADMINISTRATION

### 9.3 Nominations for Representatives to the California School Boards Association (CSBA)

**BACKGROUND INFORMATION:** The CSBA Delegate Assembly is the primary policy-making body of the California School Boards Association. It sets the general policy direction for the association that represents California's school districts and county offices of education. Delegates fulfill a critical governance role by communicating the interest of local boards to CSBA's Board of Directors, Executive Committee, and staff. Delegates give policy and legislative direction through the adoption of the policy platform every two years and the adoption of other policy statements of the association. They also speak on issues and provide direct advocacy on behalf of the association. Delegates play an important communication and support role within their regions, and they also elect the association's officers and board of directors.

**CURRENT CONSIDERATIONS:** Nominations for representatives to the Delegate Assembly are being accepted until January 7, 2018. There are two delegates whose terms expire in 2018 and two vacant positions in Subregion 12-B of which Sierra Sands is a part, and each board may nominate as many individuals as it chooses within its geographical region or subregion. The two positions which are up for election are currently held by Phillip Peters, Kern Union High School District and Donald Cowan, Kern County Office of Education. Delegates serve two-year terms beginning April 1, 2018 through March 31, 2020.

**FINANCIAL IMPLICATIONS:** The financial implications would include mileage, hotel, and meal expenses for two meetings per year with an estimated cost of \$700.00 dependent upon hotel and travel costs. This includes expenses for a May meeting in Sacramento and one additional night of hotel expense in combination with the annual CSBA meeting.

**SUPERINTENDENT'S RECOMMENDATION:** The board may, if it wishes, nominate one or more individuals to serve on the CSBA Delegate Assembly. Permission must be received from an individual to place his or her name in nomination.



**DEADLINE: Sunday, January 7, 2018**  
**BOARD ACTION REQUIRED**  
Please deliver to all governing board members.

October 27, 2017

**MEMORANDUM**

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Susan Henry, President

Copy: All Executive Assistants

Re: Call for Nominations for CSBA Delegate Assembly – **Due Sunday, January 7, 2018**

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with member boards, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2018, the first meeting will be May 19-20 in Sacramento and the second one will be November 28-29 in San Francisco preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Sunday, January 7, 2018**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than 11:59 p.m. on **Sunday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Thursday, February 1, 2018 and are due Thursday, March 15, 2018.
- Elected Delegates serve a two-year term beginning April 1, 2018 through March 31, 2020.

The nomination materials related to the nomination process are available to download at <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx>. For more information about the Delegate Assembly, please contact the Executive Office or Leanne Gosselin, [lgosselin@csba.org](mailto:lgosselin@csba.org) or (800) 266-3382, ext. 3302. Thank you.

*(See other side for important dates)*



## 2018 Delegate Assembly Nomination Form

***DUE: Sunday, January 7, 2018***

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | Or fax: (916) 371-3407 |  
Or email: [nominations@csba.org](mailto:nominations@csba.org).

CSBA Region/subregion # \_\_\_\_\_

The Board of Education of the \_\_\_\_\_ wishes to  
(Nominating District)

nominate \_\_\_\_\_ . The nominee is a member of the  
(Nominee)

\_\_\_\_\_, which is a member of the California  
(Nominee's Board)

School Boards Association.

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé, if submitted.
- The nominee's required one-page, single-sided, candidate biographical sketch form and optional one-page, single-sided résumé, if submitted, will be sent by Sunday, January 7, 2018.

\_\_\_\_\_  
Board Clerk or Board Secretary (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk or Board Secretary (printed)

**PLEASE NOTE:** The nomination and candidate biographical sketch forms must either be emailed no later than **11:59 p.m. on Sunday, January 7, 2018** to [nominations@csba.org](mailto:nominations@csba.org), or faxed to (916) 371-3407, or mailed to CSBA, Attn: Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95691, postmarked by the U.S.P.S. no later than **Sunday, January 7, 2018**. ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by the due date. Late submissions cannot be accepted.*** If you have any questions, please contact the Executive Office or Leanne Gosselin, [lgosselin@csba.org](mailto:lgosselin@csba.org) or (800) 266-3382, ext. 3302. Thank you.



## 2018 Delegate Assembly Candidate Biographical Sketch Form

**DUE: Sunday, January 7, 2018**

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: [nominations@csba.org](mailto:nominations@csba.org).

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: _____	CSBA Region-subregion #: _____
District or COE: _____	Years on board: _____
Profession: _____ Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) _____	
*Primary E-mail: _____	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

9. GENERAL ADMINISTRATION

9.4 Appointment of Student Member to the Board of Education for the 2017-18 School Year Spring Semester

---

BACKGROUND INFORMATION: In accordance with board policy, candidates have been solicited to serve as student members of the Board of Education for the 2017-18 school year. Student Summer DeVore is being presented tonight for recommendation for the spring semester.

CURRENT CONSIDERATIONS: Summer DeVore is currently a junior at Mesquite High School. This year she campaigned and was approved to be a member of the Mesquite ASB. She has become a positive leader on campus and was chosen by the Mesquite staff to be the student school board representative.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education appoint Summer DeVore as student member to the board for the 2017-18 school year spring semester.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

---

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

CURRENT CONSIDERATIONS: The Burroughs High School Modernization and the construction of the new Murray Middle School are in progress. Mr. Dave Hall, Project Manager with Maas Co., will provide an update 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

November 1, 2017

# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT

November 2017

· Address	500 E. French Ave. Ridgecrest, CA 93555
· Project Manager	Maas Dave Hall
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	Colombo Construction Co



### 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 system wiring, site paving improvements, a new and enlarged student parking lot, and modern audio visual and technology infrastructure.

- Total ESTIMATED Project Budget ..... \$42,399,015 (Revised)
- Project Square Footage (GSF) ..... 219,583 GSF (Revised)
- ACTUAL Funding Source ..... 66% DOD, 34% District Funds (Revised)
- Construction Mobilization..... 2 /17/16
- Targeted Completion ..... 2/2/17 (Originally 12/31/15; Grant Amendment Pending)

### Sustainable Features

Meets requirements of the National Environmental Policy Act



# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT

November 2017

### CONSTRUCTION PHASE

#### Fast Financial Facts

- Total ORIGINAL GRANT Budget ..... \$35,882,362
  - ORIGINAL OEA Funds (66%)..... \$28,720,507
  - ORIGINAL Matching Funds (34%) ..\$ 7,161,855
- ORIGINAL Construction Budget ..... \$27,617,145
- Reserve for Soft Costs/Fees @ 23% TPB. ...\$ 8,265,217
- Encumbrances To Date. .... \$39,541,592
- Projected PROJECT OVERRUN .....\$ 6,516,653
- Estimated Total Original + OVERRUN. .... \$42,399,015
- Percent Complete of Project Cost ..... 110%
- Percent Complete of Construction ..... .85%



#### Project Update

- Renovated Buildings C ready to be occupied
- Grading and foundations for New Administration Building in process
- New Administration Building in fabrication
- Modernization construction of Auto Shop complete
- Various Punch List operations ongoing
- Phase 2 Rainwater Retention Basin complete.
- New Boiler at Performing Arts Center complete and in operation.

# BURROUGHS HIGH SCHOOL

## SCHEDULE: 12 MONTH - Revised

- Construction Start 03/28/16
- Projected Completion Dates – First Increment
  - Open Library 10/01/16
  - Open Building M (Classrooms) 01/03/17
  - Building G Additional Work (Arts + Pottery) 12/01/16
  - Girls Locker Room Opened for use 09/29/16
- Complete Construction in Building L 05/22/17
- Complete Construction Building C 11/13/17 REV
- Commence Phase Two Site Work 06/05/17
- Complete Construction Building D 08/10/17
- Complete Phases One and Phase Two Site Work 11/30/17 REV
- Complete New Admin Building 02/02/17 REV

# BURROUGHS HIGH SCHOOL

## 90 DAY LOOK AHEAD SCHEDULE

	November					December				January				
	30	6	13	20	27	4	11	18	25	1	8	15	22	29
<b>CLASSROOM BUILDING C</b>														
Construction	█	█	█	█	█				█					
Beneficial Occupancy (11/20)				█										
<b>MUSIC BUILDING F</b>														
Construction	█	█	█	█	█				█					
Beneficial Occupancy (12/4)							█							
<b>AUTO SHOP YARD</b>														
Construction	█	█	█	█	█				█					
Beneficial Occupancy (12/4/18)							█							
<b>RETENTION POND</b>														
Construction	█	█	█	█	█				█					
<b>NEW ADMINISTRATION BUILDING</b>														
Fabrication	█	█	█	█	█	█			█					
Construction	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Beneficial Occupancy (2/22/18)														



New home for Culinary Arts curriculum in Building C



Foundations for the New Administration Building underway



Painting of all buildings continues



New doors and lockers throughout all modernized classroom wings



New tack wall, windows and window coverings in all classrooms

# MURRAY MIDDLE SCHOOL

## PROJECT STATUS REPORT CONSTRUCTION PHASE – SITE UTILITIES

November 2017



Address	200 E. Drummond Ave. Ridgecrest, CA 93555
· Project Manager	Maas Steve Hubbard
· Architect	IBI Group Irvine, CA
· Construction Manager	Colombo Construction Co

### 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 . . . . . \$45,148,546
- 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 . . . . . 12/31/17 (originally 9/30/16 – Grant Amendment Pending)

### Sustainable Features

- Meets requirements of the National Environmental Policy Act



# MURRAY MIDDLE SCHOOL

## PROJECT STATUS REPORT

November 2017

### SITE UTILITIES AND GRADING PHASE

#### Fast Financial Facts

- Total Grant Project Budget ..... \$ 45,148,546
  - OEA Funds (80%) ..... \$ 36,481,145
  - SSUSD Matching Funds (20%) ..... \$ 8,667,401
- Construction Budget (OEA Grant) ..... \$ 39,339,006
- Demolition Allowance for Old Murray ..... \$ 3,200,000
- Encumbrances To Date ..... \$ 39,407,716
- Percent Complete of Project Cost ..... 87.3%
- Percent Complete of Construction ..... 95%

#### Project Update

- Move-in and Opening of School complete on 8-15-17.
- Meehleis Modular Manufacturing Co. turn over of Gymnasium and Locker Rooms on target for 11-20-17.
- Construction Activities currently in progress.
  - Site Fencing
  - Quad concrete
  - Shake out and Punch List



# MURRAY MIDDLE SCHOOL

## SCHEDULE: 12 MONTH

- Commence fabrication of modular units 12/06/16
- Commencement of structure foundations 12/06/16
- Site concrete and paving 12/08/16 – 7/31/17
- Delivery and installation of classrooms 1/24/17 through 7/27/17
- Delivery and installation of Admin and MPR 3/20/17 through 7/06/17
- Delivery and installation of Gymnasium & Locker Rooms 5/22/17 through 11/20/17 REV
- Delivery and installation of Walkway Covers 7/31/17 through 9/21/17
- Start of Instruction 8-15-17

# MURRAY MIDDLE SCHOOL

## 90 DAY LOOK AHEAD SCHEDULE

	November					December				January				
	30	6	13	20	27	4	11	18	25	1	8	15	22	29
<b>MODULAR STRUCTURES</b>														
Gymnasium Building B														
Construction	■	■							■	■				
Beneficial Occupancy (10/13)			■						■	■				
<b>SITE AMENITIES</b>														
Lunch Shelters (Winter Recess)									■	■				



New Murray Middle School in operation



New monument sign to identify the school entrance



New bright yellow bike racks for student bikes



New student athletics lockers at the gymnasium



New outdoor stage platform for performances at the New Gym



New bleachers at the Gym



New gymnasium and locker rooms provide a high quality facility for the students



Preparing the new stage and storage at the gymnasium

# HVAC REMEDIATION

## PROJECT STATUS REPORT

### CONSTRUCTION PHASE

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

November 2017



### 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 only 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 2017 (prior Spring 2017)\*

\* District determined that construction must occur when school not in session. DSA Plan check delay resulted in missing Summer 2016 construction; completion of construction is Winter 2017.

·Meets requirements of the National Environmental Policy Act

# HVAC REMEDIATION

## PROJECT STATUS REPORT CONSTRUCTION PHASE

November 2017

### 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.....\$ 861,803
- Percent Complete of Project Cost ..... 95%
- Percent Complete of Construction .....99%

### Project Update

- BHS PAC HVAC Boiler Replacement complete
- Mesquite HVAC Replacement complete
- Mesquite Heater Replacement scheduled for Fall 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
- Construction Start 10/25/16
- Construction Complete 9/30/17

### **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
- Construction Complete Summer 2017 8/31/17

## 10. CONSTRUCTION ADMINISTRATION

### 10.2 Approval of Proposal for the Reinstallation of the Contents of Building C for the Burroughs High School Modernization Project

---

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 the Sherman E. Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. During the course of construction, it was necessary to enlist a professional mover to remove classroom contents and equipment so that construction could commence.

CURRENT CONSIDERATIONS: Since this is a service and does not need to be advertised, the district solicited a proposal from a local Ridgecrest company, Ridgecrest Moving & Storage Co. Inc., that had provided excellent similar services for the Burroughs High School Modernization Project. Previously, emails had been sent to multiple companies requesting proposals, but none responded.

Ridgecrest Moving & Storage's proposal is for re-installing the contents and equipment to the Burroughs C Building in preparation for student use upon completion of the C Building renovations. The building is scheduled for completion by November 13, 2017.

FINANCIAL IMPLICATIONS: The total of the proposal is a fixed fee of \$10,100.00. Funding for this expense shall be 80% from the Burroughs High School DoD grant funds and 20% from district matching funds including Fund 40.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board approve the proposal from Ridgecrest Moving & Storage Co. Inc. for the reinstallation of furniture fixtures and equipment into Building C as part of the Burroughs High School Modernization Project.

RIDGECREST MOVING & STORAGE CO INC  
880 S GATEWAY BLVD  
RIDGECREST, CA 93555  
760-375-4133 FAX 760-375-7918  
E-MAIL kenerma@hotmail

CONSTRUCTION OFFICE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 W FELSPAR AVE  
RIDGECREST, CA 93555

ATTN: MELISSA NASLUND

10/30/2017

PROPOSAL TO MOVE 10 CLASSROOMS BACK TO C-WING  
WILL DO WEEK OF NOVEMBER 20TH

4 MEN 8 HOURS @ \$ 250.00, 5 DAYS	\$ 10000.00
50 BOOK CARTONS @ \$2.00	\$ 100.00
TOTAL	\$ 10100.00

KENNETH E ARMSTRONG  
PRESIDENT  
RIDGECREST MOVING & STORAGE

---

CAL PUC T-164377

11. BUSINESS ADMINISTRATION

11.1 Approval of Resolution #12 1718 Authorizing the District to Seek Funding for Purchase of Replacement School Bus

---

BACKGROUND INFORMATION: The primary goal of the Lower Emission School Bus Program is to reduce school children’s exposure to both cancer-causing and smog-forming pollution. This has been accomplished by making funding available for either bus replacement or retrofits. California’s Air Resource Board allows additional flexibility in replacing buses with AB 923 funds under the Carl Moyer incentive program.

CURRENT CONSIDERATIONS: Sierra Sands USD has received notification from the Eastern Kern Air Pollution Control District (EKAPCD) that the district is eligible for one replacement bus this school year. The EKAPCD has funding available toward the replacement of the district’s Bus #33, a 1990 Blue Bird 35-passenger school bus.

FINANCIAL IMPLICATIONS: The Eastern Kern Air Pollution Control District will pay a maximum of \$110,000 for a replacement bus. Any cost over and above the \$110,000.00 will be the responsibility of the district. The current quote for a 2017 International 36-passenger school bus with a variable of four wheelchair stations is \$138,406.35, including sales tax, leaving a balance to the district of \$28,406.35. A condition of the funding is that the replaced school bus must be destroyed.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board adopt Resolution #12 1718 authorizing district staff to apply for funds under the Eastern Kern Air Pollution Control District funding for a replacement bus as presented and to approve payment of up to \$28,406.35 as the district’s share of the cost.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #12 1718

A RESOLUTION BEFORE THE BOARD OF EDUCATION OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT ALLOWING THE DISTRICT TO SEEK FUNDING FOR SCHOOL BUS REPLACEMENT

RESOLVED, by the Board of Education of the Sierra Sands Unified School District as follows:

WHEREAS: Funds have been appropriated by the Eastern Kern Air Pollution Control District through AB 923 and the Carl Moyer Program, which can be used to replace older high emitting school buses with model year 2010 or newer lower emitting school buses under the provisions of the Lower Emission School Bus Program

WHEREAS: Sierra Sands Unified School District has been identified as being eligible for funding to replace a 1990 Blue Bird 35-passenger school bus

WHEREAS: The Eastern Kern Air Pollution Control District has budgeted funds in fiscal year 2017-18 of at least \$110,000.00 for costs associated with replacing SSUSD Bus #33

WHEREAS: Sierra Sands Unified School District will be responsible for any additional costs associated with replacing the 1990 Blue Bird bus above the grant funds awarded

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Sierra Sands Unified School District Board of Education authorize the superintendent or designee to apply for the Eastern Kern Air Pollution Control District funding and, if successful, enter into a contract with the Eastern Kern Air Pollution Control District.

BE IT ALSO RESOLVED that the superintendent or designee of Sierra Sands Unified School District is hereby authorized and empowered to

execute in the name of Sierra Sands Unified School District all necessary documents to implement and carry out the purpose of this resolution.

I hereby certify that the foregoing resolution was duly adopted at the meeting of the Board of Education of the Sierra Sands Unified School District duly held on the sixteenth day of November, 2017 on a motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY \_\_\_\_\_  
Ernie Bell, Secretary to the Board of Education  
Sierra Sands Unified School District

11. BUSINESS ADMINISTRATION

11.2 Approval to Declare Three Vehicles Surplus Property and Allow for the Sale of Same

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

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

FINANCIAL IMPLICATIONS: Any funds received will be deposited into the general fund and used to offset future BHS Auto Shop expenses.

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

SALVAGE VEHICLES SEPTEMBER 2017

Date	Year	Make	Model	Plate	VIN	BHS Value		Engine & Trans.	Y a r d
9/27/2017	1991	Chevrolet	Silverado	4G20572	P275618?	0		No	B H S
9/27/2017	2008	Xebra	Electric	1859303	LAEMS24608G200 124	0		No	B H S
9/27/2017	1984	Isuzu	Pup	No plate	L8lz4APFOZ15934	0		No	B H S

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

---

CURRENT CONSIDERATIONS: “A” and “B” warrants released in October 2017 are submitted for approval. “A” warrants totaled \$2,842,708.45. “B” warrants totaled \$5,412,547.24.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for October 2017 as presented.

This list represents the "A" and "B" warrants released during the month of **October 2017**  
 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	\$2,016,716.80
End of month classified	\$644,551.74
10th of month certificated	\$88,380.99
10th of month classified	\$90,381.20
15th of month certificated	\$2,677.72
15th of month classified	\$0.00
<b>Total "A" Warrants</b>	<b>\$2,842,708.45</b>

**"B" WARRANTS**

<u>Register Number</u>	<u>Amount</u>
Batch 94	\$ 81,941.15
Batch 96	\$ 19,019.33
Batch 97	\$ 449,514.68
Batch 98	\$ 27,813.48
Batch 99	\$ 1,579,775.56
Batch 100	\$ 19,899.79
Batch 101	\$ 6,026.70
Batch 102	\$ 37,840.00
Batch 103	\$ 37,022.66
Batch 104	\$ 1,044.64
Batch 105	\$ 263,943.20
Batch 106	\$ 13,420.81
Batch 107	\$ 481.20
Batch 108	\$ 2,587.00
Batch 109	\$ 857,076.02
Batch 110	\$ 101,087.59
Batch 111	\$ 763.99
Batch 112	\$ 27,086.40
Batch 113	\$ 1,718.84
Batch 114	\$ 97,405.83
Batch 115	\$ 21,234.31
Batch 116	\$ 4,378.98
Batch 117	\$ 557,070.91
Batch 118	\$ 2,258.41
Batch 120	\$ 431,190.49
Batch 121	\$ 19,911.01
Batch 122	\$ 1,952.63
Batch 123	\$ 57,172.69

Batch	124	\$	19,787.46
Batch	125	\$	437,887.86
Batch	126	\$	75,342.01
Batch	127	\$	92,448.80
Batch	128	\$	1,336.39
Batch	129	\$	49,505.38
Batch	130	\$	15,601.04

**Total "B" Warrants** \$ 5,412,547.24

12. CONSENT CALENDAR

12.2 Approval of Recommendation for Expulsion, Expulsion Case #03 1718

---

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 #03 1718: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2017-18 fall semester and the 2017-18 spring semester. The student may reapply for enrollment in a SSUSD school in the fall of 2018 if all of the conditions of the attached stipulation agreement are met.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #03 1718, as presented.

12. CONSENT CALENDAR

12.3 Approval of University Intern Agreement with Brandman University

---

**BACKGROUND INFORMATION:** The purpose of the Intern Program is to place interns in full-time teaching positions with a district while the interns take necessary courses offered by a university to receive their California Preliminary Credential.

**CURRENT CONSIDERATIONS:** The California Commission on Teacher Credentialing (CTC) has newly adopted intern support and supervision requirements. One of the requirements states:

*Pursuant to state statute, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. Every approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and the employer.*

With this consideration in mind, the district will need to have an MOU with the listed university with their Intern Program. The MOU is attached for your review.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the university intern agreement with Brandman University, as presented.



---

## INTERNSHIP CONTRACT AGREEMENT

by and between

**BRANDMAN UNIVERSITY**

and

**Sierra Sands Unified School District**

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Antelope Valley Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

### **I. General Provisions**

#### **a. The UNIVERSITY agrees and verifies that:**

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

#### **b. The DISTRICT agrees and verifies that:**

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the

District for at least **one academic year**, subject to the District's personnel policies and State law(s).

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

## **II. Support and Supervision Requirements**

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

### **a. General Support and Supervision Provided to All Interns**

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre

and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
  - (1) valid corresponding Clear or Life credential,
  - (2) three years successful teaching experience, and
  - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.
- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

**b. Support and Supervision Specific to Teaching English Learners**

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or

education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury

to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University’s request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party’s right under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK INFORMATION:	SITE	CONTACT	UNIVERSITY INFORMATION:	CONTACT
Sierra Sands Unified School District 113 Felspar Avenue Ridgecrest, CA 93555 Attn: Jan Burke, Superintendent’s Office Tel: (760) 499-1622			Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: School of Education, Dean Fax: (800) 775-0128	

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

#### **IV. TERM AND TERMINATION OF AGREEMENT**

Brandman University and the Sierra Sands Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on January 2, 2018, and continuing until January 1, 2020 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

**SIGNATURES:**

DISTRICT  
REPRESENTATIVES:

Signature: \_\_\_\_\_  
Name: Ernest M. Bell, Jr.  
Title: Superintendent  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Dave Ostash  
Title: Human Resources, Assistant Superintendent  
Date: \_\_\_\_\_

UNIVERSITY:

Signature: \_\_\_\_\_  
Name: Phillip L. Doolittle  
Title: Executive Vice Chancellor of Finance and  
Administration and Chief Financial Officer  
Date: \_\_\_\_\_

Signature:   
Name: Dr. Christine Zeppos  
Title: Dean, School of Education  
Date: \_\_\_\_\_

## APPENDIX A

### Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
  - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
  - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
  - (a) Provisions for an annual evaluation of the intern.
  - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
  - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
  - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

- (5) **Supervision of Interns.**
- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- (7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- (8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
  - Techniques to address learning differences, including working with students with special needs
  - Techniques to address working with English learners to provide access to the curriculum
  - Reading instruction in accordance with state standards
  - Assessment of student progress based on the state content and performance standards
  - Classroom management techniques
  - Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

**APPENDIX B**  
**Support and Supervision Activities**

<b>Potential Support &amp; Supervision Activities to be Provided by the District</b>
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
<b>Support &amp; Supervision Activities Provided through the University</b>
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

*\*May also be used towards the 45-hour EL Support & Supervision Requirement.*