

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Special Concurrent Meeting**

**MARCH 15, 2018
Ridgecrest City Council Chambers
100 West California Avenue
*www.ssusd.org***

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Castillo-Covert, President
Bill Farris
Tim Johnson
Kurt Rockwell, Vice President/Clerk
Michael Scott

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of Memorandum of Understanding between Magellan Healthcare, Inc. and Sierra Sands Unified School District

10. CONSTRUCTION ADMINISTRATION

10.12 Request to Award a Contract to PlaceWorks for Burial Cell Monitoring and Reporting at Murray Middle School

14. ADJOURNMENT

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of Memorandum of Understanding between Magellan Healthcare, Inc. and Sierra Sands Unified School District

BACKGROUND INFORMATION: The Child and Youth Behavioral Military and Family Life Counseling (CYB-MFLC) Program contracts with Magellan Healthcare, Inc. to provide counseling support to staff, parents, and with parental consent, children in military Child and Youth Programs (CYP) located on or near the installations, Department of Defense Education Activity (DoDEA) schools, Local Education Agencies (LEA), Child Development Centers (CDCs), Youth Centers, National Military Family Association (NMFA) Operation Purple Camps, and DoDEA Child and Youth Programs (CYP) Enrichment Programs that operate during the summer months to support summer school, camps, and summer child and youth programs DoD-wide. CYB-MFLC counselors provide non-medical counseling support to military children and youth up to age 18 in groups or individually, and provide support on topics including but not limited to identifying feelings, problem solving, bullying, conflict resolution, self-esteem, coping with deployment and reunification, transition and moving, sibling/parental relationships, managing anger, separation from parent(s), and divorce.

CURRENT CONSIDERATIONS: The NRSW School Liaison Officer (SLO), through a contract with Magellan Healthcare, is proposing to provide the services of four CYB counselors to four schools in Sierra Sands Unified School District. Richmond and Las Flores Elementary Schools, Murray Middle School, and Burroughs High School were selected to receive these services based on the number of students whose parents are on active duty in the military or who are employed by the Department of Defense. Counselors assigned to the CYB-MFLC program at China Lake, must have a minimum of a master's degree or a doctorate in a mental health-related field and hold a California independent license. CYB counselors have experience working in a school setting. Support is provided to DoDEA and LEA public schools during the academic school year. A CYB counselor will support and augment the counseling programs in place at the schools to which they are assigned. These counselors provide non-medical support to eligible faculty, staff, parents, and children for issues including, but not limited to, school adjustment, deployment and reunion adjustments, and parent-child communications. They may observe, participate and engage in activities with children and youth, provide coaching, guidance and support to staff and parents and model behavior management techniques for staff and parents. Parents must acknowledge, in writing, the availability of CYB-MFLC support and whether or not their child may receive assistance by a CYB counselor. Civilian children are not eligible to receive counseling by the CYB on a one-to-one basis. If the non-military connected youth are in a group setting with military-connected youth,

the CYB shall support the group as a whole to include both the military-connected and nonmilitary-connected youth.

Participation in this program offers Sierra Sands Unified School District another way to collaborate in partnership with the Naval Air Weapons Station China Lake and to provide additional support to district students.

FINANCIAL IMPLICATIONS: There are no financial implications. These services will be provided at no cost to the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Memorandum of Understanding between Magellan Healthcare, Inc. and the Sierra Sands Unified School District as presented.

Memorandum of Understanding
between
Magellan Healthcare, Inc.
and the
Board of Education, Sierra Sands Unified School District

This Memorandum of Understanding (MOU) sets forth guidelines to clarify the responsibilities of the Sierra Sands Unified School District (School District) or board of education and Magellan Healthcare, Inc. (Magellan) with respect to child and youth behavioral (CYB) program services provided by Magellan pursuant to its contract with the federal government to operate part of the Military & Family Life Counseling (MFLC) Program on behalf of the Department of Defense, No. D12PC00480 (the Contract).

- A. Magellan desires to provide non-medical counseling support to certain students, their parents/families and faculty and staff of schools they attend (CYB Services) and Sierra Sands Unified School District desires that Magellan provide the CYB Services; and
- B. The parties desire to enter into this MOU to set forth their mutual understanding with respect to the terms and conditions under which CYB Services will be provided.

The parties agree as follows:

1. Scope of Services

- a. CYB (child, youth and behavioral) services will consist of non-medical, short-term problem resolution support for issues amenable to short-term resolution (e.g., school adjustment issues, military deployment and reunion adjustments, and parent-child communication) provided to students who (i) attend designated schools within the School District and (ii) have one or more parents who is an active duty member of the military or an activated member of the National Guard or Reserves.
- b. CYB Services may include any of the following, as appropriate:
- Short-term non-medical counseling for children/parents/families
 - Psycho-educational/supportive group activities for parents, teachers, or students
 - Training presentations for teachers
 - Outreach to and psycho-educational presentations for parents/families
 - Training and support meetings for parents/families addressing developmental and behavioral needs and milestones and the impact of deployment/reintegration on children
 - Support to parents, teachers, and students for on-going management of personal issues
 - Support to individual students with academic challenges or adjustment problems
 - Consultation to teachers regarding improving child and youth social interactions, behavior, and other student needs
 - Interaction with students/families during transition and social times
 - Problem solving with teachers and staff about how to engage/intervene with children displaying behavioral difficulties including bullying and self-esteem
 - Duties and responsibilities similar to those of any staff member, as assigned by the building principal, provided they do not conflict with the duties and responsibilities of the CYB counselor as outlined in this MOU, and that they are within the scope of our contract

The parties may from time-to-time agree to the provision of other non-medical support services.

- c. CYB services do not include:
- Psychotherapy
 - Supervision of any child or group of children unless the CYB is accompanied by a certified employee. The CYB counselor should not be counted in the student-teacher ratio.
 - Participation in any Special Needs Assessment Process (SNAP). The CYB counselor may be introduced as an additional resource and assist in coaching, guiding, and supporting behavioral interventions resulting from the SNAP.
- d. CYB services are provided without charge to the School District, the student, or the student's family.

2. Magellan Responsibilities

- a. Magellan will provide CYB Services to eligible parents/families, and students referred by the School District.
- b. Magellan will designate a supervisor to act as liaison with the School District to facilitate coordination of CYB Services with School District.
- c. Magellan will ensure that each counselor assigned to School District to provide CYB Services (CYB counselor) will meet or exceed the qualifications required under the Contract, including without limitation:
- Graduate degree in a mental health field and licensure as an independent practitioner in the mental health field
 - Valid, unrestricted counseling license
 - Experience working with children or youth
 - Successful processing of a criminal history background check and a FBI fingerprint check in accordance with California Education Code section 45125.1. Magellan shall, at its own cost, require all current CYB Counselors and other employees, and those who are hired during the term of this MOU, who may enter any District facility at a time when students are present to submit their fingerprints to the California Department of Justice in accordance with all applicable Department of Justice requirements. Magellan shall also ensure and certify that, while performing services pursuant to the terms of this MOU, no CYB Counselor or other employee will come in contact with or be near any School District student until such time as the Department of Justice has confirmed that the employee has not been convicted of a felony as described in Education Code section 45122.1. Magellan shall also provide the School District with a list of all employees who have successfully completed the Department of Justice background check process and may perform services under this MOU to the School District and update said list, as needed, from time-to-time.
 - Completion of all trainings required by the Department of Defense to be completed before providing CYB Services
 - All CYB Counselors or other personnel working with the School District will provide a tuberculosis ("TB") certificate or clearance prior to commencing the services described in this MOU. Magellan will ensure that no CYB Counselors or other employees will be placed at a school without a valid TB certificate on file showing the employee was examined and found to be free from infectious tuberculosis, as defined in Education Code Section 49406.

3. School District Responsibilities

- a. School District will specify the dates and times of service delivery to be agreed upon by Magellan and the School District.
- b. School District will identify eligible faculty, staff, parents/families, and students with parental consent and make referrals to Magellan for CYB Services.

- c. School District will demonstrate its support for and promote awareness of CYB Services within the designated schools and their communities through communications to teachers, staff, and families.
- d. School District will designate a point of contact with Magellan, principals of the designated schools or their designees, and community contacts to support and coordinate the implementation of CYB.

4. CYB Counselor Responsibilities

- a. CYB counselors will ensure that parental consent is in place prior to conducting counseling with and child or youth.
- b. When providing CYB Services to one or more children or youth, CYB counselors will at all times remain in the line of sight of a child's parent, guardian, or School District personnel. "Line of sight," for purposes of this MOU, means that the counselor must at all times be either directly visible to a School District employee while providing services to a student, or that a School District employee could easily view the student during provision of services (i.e., no closed doors).
- c. Consistent with their licensing requirements, CYB Counselors have the independent duty to notify local city law enforcement personnel regarding all cases of suspected child abuse and/or neglect, and when duties to warn or protect arise, as may be required by state law and other applicable law, and as also required under the requirements of the MFLC Contract. Magellan and School District agree that under this MOU, CYB Counselors are not providing services or working on behalf of the School District. Regardless, Magellan agrees that all CYB Counselors will view a child abuse training program as selected and provided by School District within the first six (6) weeks of working with any students and on an annual basis thereafter. Otherwise, School District personnel will not be responsible for any CYB Counselor reporting duties that may arise during the course of the Services.

5. Compliance with Law and Policy

Magellan personnel will comply with all applicable federal and state laws and, at all times while on School District premises, School District policies and regulations.

6. Term and Termination

The term of this MOU shall commence as of the last dated signature below and approval by the School District's Board of Education and shall continue through, unless terminated earlier as described below. The term may be extended by written consent of the parties.

This MOU may be terminated at any time upon the mutual agreement of the parties; without cause upon five (5) business days prior written notice from either party to the other; or immediately upon Magellan's written notice to School District that funding or tasking for these services is discontinued by the federal government. Notice shall be given as follows:

To Magellan: Gene Meyer, Deputy Program Director, Magellan Healthcare, 14100 Magellan Plaza, Maryland Heights MO 63043, 314-387-4850, ejmeyer@magellanhealth.com

To School District: Ernest M. Bell, Jr., Superintendent, Sierra Sands Unified School District, 113 W. Felspar Ave., Ridgecrest, CA 93555, 760-499-1600, superintendent@ssusd.org

7. Confidentiality

The parties agree that all information and records obtained in the course of providing services pursuant to this MOU shall be subject to confidentiality provisions of applicable federal and state law. CYB counselors will not have access to student educational records or personally identifiable information from such records and will not maintain its own, or on behalf of School District, records containing personally identifiable information learned in the course of providing CYB Services.

8. Indemnification

Magellan agrees to defend, indemnify, and save free and harmless the School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens which may be brought against School District arising from, or alleged to have arisen from, any injury to or death of any person to the extent caused by the negligent act or omission of Magellan, its officers, agents, and employees under this MOU.

School District agrees to defend, indemnify, and save free and harmless Magellan and its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens which may be brought against Magellan arising from any injury to or death of any person that occurs on School District property to the extent caused by the negligent act or omission of School District, its Board Members, employees, agents, and officers.

9. Insurance

a. Magellan will maintain insurance to protect Magellan and School District from claims for damages for personal injury, including death, and damage to property, which may arise from Magellan's performance under this MOU. In particular, so long as this MOU remains in effect, Magellan will maintain in full force and effect the following insurance coverages:

- Errors and omissions insurance with limits of liability of no less than Five Million Dollars (\$5,000,000) per claim and aggregate.
- Automobile liability insurance (including owned and non-owned hired property damage) with limits of liability of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage on School District property.
- Workers' Compensation insurance in an amount required by applicable law covering each Magellan employee assigned to perform services under this MOU.

b. School District acknowledges that Magellan may provide CYB Services through the use of counselors contracted by Magellan to perform such work as independent contractors. Magellan shall require each subcontractor CYB counselor assigned to School District to maintain the following insurance coverage:

- Professional liability insurance with limits of liability of no less than One Million Dollars (\$1,000,000) per claim and aggregate, including tail coverage for a period of no less than one (1) year must be provided whenever the policy is claims-made.
- Automobile liability coverage in an amount no less than the minimum liability coverage required by applicable law.
- Workers' Compensation insurance in an amount required by applicable law covering each employee of such CYB counselor who performs services in connection with the CYB Services.

10. Non-discrimination

Magellan shall not unlawfully discriminate in the performance of any activities pursuant to this MOU on the basis of race or ethnicity, creed, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, physical or mental disability, marital status or

citizenship, gender, gender identity, gender expression, immigration status, or any other characteristic protected by law, including but not limited to those contained in the definition of hate crimes set forth in California Penal Code section 422.55.

11. Financial Responsibility

School District shall have no financial liability for any of the services rendered by Magellan under the terms of this MOU, whether provided by a Magellan employee or subcontractor.

12. Miscellaneous Provisions

- a. Magellan understands that its services are not in any way affiliated with School Districts counseling programs and that no School District counseling resources will be diverted in any way to assist the CYB Services.
- b. CYB Counselors must clearly state prior to all counseling and/or training sessions with students and families that it is not acting as an agent or representative of School District in the provision services to any School District student or family.
- c. School District reserves the right to terminate any program or activity conducted by CYB Counselors that causes undue disruption to the educational process.
- d. This MOU will not serve to create a principal/agent relationship, partnership, or joint venture between School District and Magellan. Each party will retain control over its own employees and agents at all times.
- e. This MOU may not be amended or modified except in writing by the School District board of education or its designee and Magellan's designated contact or designee.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date of the last signature below:

Magellan Healthcare, Inc.

Sierra Sands Unified School District



Eugene J. Meyer,
Deputy Program Director – MFLC
NAME/TITLE

Ernest M. Bell, Jr.,
Superintendent
NAME/TITLE

Date: 13 March 2018

Date:

10. CONSTRUCTION ADMINISTRATION

10.12 Request to Award a Contract to PlaceWorks for Burial Cell Monitoring and Reporting at Murray Middle School

BACKGROUND INFORMATION: As part of the construction of the new Murray Middle School campus, it was required that a section of the property be excavated and tested for a variety of substances. This resulted in the identification of substances which were considered to be unacceptable on a school campus. Remediation was performed and a burial cell containing natural material was encapsulated in the area. In circumstances such as these, in accordance with Health and Safety Code ((H&SC) Division 28, Chapter 6.8, Section 24300 et seq the California Department of Toxic Substances requires that periodic physical monitoring of the cell take place several times per year for a number of years.

CURRENT CONSIDERATIONS: The district wishes to be in compliance with the regulations related to the monitoring and reporting of conditions related to such items as the burial cell located on the perimeter of the Murray Middle School campus. Quarterly monitoring, which includes a physical inspection and the filing of a report with the California Department of Toxic Substances for the first year with bi-annual monitoring and reporting for years 2 through 5 is required. The district requested proposals from several entities which have the capability to perform this work. It has been determined that the proposal from PlaceWorks would answer the requirement at the lowest cost to the district.

FINANCIAL IMPLICATIONS: The district plans to utilize district operating funds to fulfill this requirement which will be ongoing for a minimum of five (5) years and possibly beyond. Since inspections and reports will be required for the next five (5) years, it is anticipated that the district will incur costs in the amount of ~\$10,988.00 for the first year and \$5,494.00 for years 2-5. It is anticipated that the district will reevaluate its need for services at the end of the initial five (5) year period.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the conclusion of a contract with the cost of \$10,988.00 for the first year and \$5,494.00 for years 2 through 5. Total cost of \$32,964.00.

March 6, 2018

Elaine Jansen
 Project Manager
 Sierra Sands Unified School District
 113 Felspar Street
 Ridgecrest, California 93555

Subject: Murray Middle School Quarterly Burial Cell Operations and Maintenance Inspections and Reporting

Dear Ms. Jansen:

PlaceWorks is pleased to provide this proposal for quarterly inspections and reporting pursuant to the Operations and Maintenance Plan for Murray Middle School located at 500 South Knox Road, Ridgecrest, CA 93555. PlaceWorks understands that the Department of Toxic Substances Control (DTSC) is expecting to receive the first monitoring report by mid-May 2018 as part of their ongoing oversight of the project.

Understanding of the Project

A Burial Cell Operations and Maintenance Plan (O&M Plan), dated September 20, 2018, was prepared by PlaceWorks and was included in the Removal Action Completion Report (RACR) for the New Murray Middle School Campus. The DTSC granted conditional approval for the RACR. One of the conditions of approval includes that the Operation and Maintenance Agreement between the District and DTSC is executed. The Agreement states that quarterly inspections and reporting shall be conducted of the burial cell to ensure that it remains intact.

Scope of Work

PlaceWorks has devised two options for O&M inspections. The first option (Option A), involves PlaceWorks performing the inspections and reporting for each event. The other option (Option B) involves having a PlaceWorks-instructed District employee perform the bulk of the inspections, including a site walk, taking photographs and filling out forms, with PlaceWorks assisting with the reporting requirements and performing one inspection per year.

Cost Estimate

The cost for Option A listed above is \$2,747 per event for four events a year (see Table 1), and the cost for Option B listed above is \$2,747 for the first event, and \$1,305 per event for the remaining three events a year (see Table 2).

Table 1. Option A Cost Estimate

TASK	COST
O&M Inspection with Reporting by PlaceWorks (each)	\$2,747
ANNUAL TOTAL	\$10,988

Table 2. Option B Cost Estimate

TASK	COST
O&M Inspection with Reporting by PlaceWorks (single cost)	\$2,747
O&M Inspection by District with Reporting by PlaceWorks (\$1,305 per event X3)	\$3,915
ANNUAL TOTAL	\$6,662

Please note that this cost estimate does not include any budget for repairs to the burial cell cap or for unplanned events that trigger mandatory inspection, i.e. an earthquake of Magnitude 5.0 or greater recorded within 10 miles of the site, a flood or major storm, or a fire. Should repairs to the burial cell cap or inspections following unplanned events be required, a separate proposal would be necessary.

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. The attached Service Authorization, which includes our General Terms of Consulting Agreement, is a part of this proposal. If the contents of this Proposal and Agreement are satisfactory, please indicate your approval by signing the Service Authorization and sending it to our Corporate office. As Associate Principal, I am authorized to bind PlaceWorks and the project team to the contents of this proposal.

We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned.

Respectfully submitted,

PLACEWORKS



Michael Watson, PG
Associate Geologist



Denise Clendening, Ph.D.
Associate Principal



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February 15, 2018

BSK Proposal EB18-16392

Transmitted via email: Elaine Janson <ejanson@ssusd.org>

Ms. Elaine Janson
Sierra Sands Unified School District
113 W. Felspar Ave.
Ridgecrest, CA 93555

**Re: Burial Cell Inspections and Reporting in accordance with O&M Plan
Murray Middle School
Ridgecrest, CA**

Dear Ms. Janson:

BSK Associates (BSK) is pleased to submit this proposal to conduct inspections and reporting for the burial cell at the subject property in accordance with the O&M Plan, approved by the Department of Toxic Substances Control (DTSC). Although it is our understanding that monitoring will likely continue for a period of 30 years, this proposed effort is limited to the four quarterly inspections and associated reports, to meet the requirements set forth by DTSC and as prescribed in the approved operation and maintenance plan, prepared by Placeworks in September of 2016. **This proposed scope below is limited to the required activities described below. This proposal includes our scope of services, estimated fee, and anticipated schedule for services provided in 2018.**

Proposed Scope of Services

In 2018, a total of four quarterly inspections will be conducted of the burial cell. Activities will consist of conducting a walking survey to inspect the cap system for signs of damage, failure, or disturbance, including:

- Slope failure or slope stability
- Cracks or rills larger than 2-inches wide or that penetrate through the cap
- Rodent holes
- Seepage or ponding
- Erosion damage or sloughing of edge materials
- Excessive or uneven settlement
- Unpermitted disturbance from human activities

Inspections may identify conditions that require maintenance or repair of the burial cell cap system. In which case, recommendation to address the problem in the Inspection Report, including the urgency of the needed maintenance, will be conveyed to the district, so that appropriate actions may be taken. Furthermore, additional inspections and resulting corrective actions may be needed to address unplanned events, such as earthquakes, floods or major storms, or fire. In any of those events, BSK will work with the district to take appropriate action.

Reporting

Subsequent to every inspection, a report will be prepared and sent to the district for review and submittal to DTSC, as needed and required. All reports will be prepared in accordance with the O&M plan, with the inspection forms.

Estimated Fee

BSK will implement this effort on a time-and-materials basis, with the estimated costs are broken into the following tasks.

- Quarterly Inspection - **\$800** per quarter.
- Report Preparation - **\$1750** per quarter.
- DTSC Coordination and project Management - **\$600** per quarter.
- Repairs, maintenance, and unexpected inspections - **\$5000** for the year

Therefore, the total budget for 2018 is **\$17,600**.

17,600
5,000

\$12,600

Unanticipated regulatory requirements or other circumstances not reasonably foreseeable could affect the actual fee and anticipated schedule. Invoices will be based on services performed. If unforeseen circumstances develop, BSK will notify you and submit a revised estimate at the earliest opportunity. The services outlined in this submittal will be performed in accordance with the attached *General Conditions for Environmental Consulting*. If our scope of services, estimated fee, conditions, and anticipated schedule are acceptable, your signature below will authorize BSK to proceed with the project. Please keep a copy of the executed Agreement for your records.

Thank you for the opportunity to submit this proposal. BSK looks forward to working with you on this project. Please contact Ken Ames at (661) 342-9553 or at kames@bskassociates.com if you have questions or require additional information or services.

Respectfully submitted,
BSK Associates



Ken Ames, PhC P.G.
Senior Geologist



Adam Terronez, P.E.
Bakersfield Branch Manager

Enclosures: BSK's General Conditions for Environmental Consulting