

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**June 16, 2011  
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 Covert  
Judy Dietrichson  
Bill Farris  
Tim Johnson, Vice President/Clerk  
Tom Pearl, President  
Kurt Rockwell  
Michael Scott

Joanna Rummer, Superintendent

**MOMENT OF SILENCE**

**1. ADOPTION OF AGENDA**

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

**2. APPROVAL OF MINUTES** of the special meeting of March 10, 2011, the special and regular meeting of May 19, 2011, the special meeting of May 26, 2011, and the special meeting of June 7, 2011.

**3. PROGRAMS AND PRESENTATIONS**

**4. PUBLIC HEARING**

**4.1 Sierra Sands Unified School District Budget for Fiscal Year 2011-12**

*The budget is posted on the district web site at [www.ssusd.org](http://www.ssusd.org)*

4. PUBLIC HEARING (continued)

- 4.2 Tentative Agreement between the Desert Area Teachers Association and the Board of Education Regarding Contract Reopeners for the 2011-12

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- 9<sup>th</sup> Month Enrollment Report
- Other items of interest

5.4 Communications

- Publications from schools

5.5 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

- 6.1 Approval of Acquisition of Math Skills (AMS), a Mathematics Intervention Course, at James Monroe and Murray Middle Schools
- 6.2 Approval of Advanced Placement Art Studio Course at Burroughs High School
- 6.3 Approval of a Music Course at Mesquite High School
- 6.4 Approval of the Consolidated Application for Funding Categorical Programs, Part I, 2011-2012 School Year

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8. PERSONNEL ADMINISTRATION (continued)

8.2 Classified

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

8.3 Ratification of Tentative Agreement between the Desert Area Teachers Association and the Board of Education Regarding Contract Reopeners for 2011-12

8.4 Presentation of Initial Contract Proposal for a Successor Agreement for 2011-2012 from Chapter 188 of the California School Employees Association to the Board of Education

8.5 Presentation of Initial Contract Proposal for a Successor Agreement for 2011-2012 from the Board of Education to Chapter 188 of the California School Employees Association

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Measure "A" and Other Construction Activities and Issues

10.2 Amendment to the Existing Contract With Barnhart, Balfour-Beatty to Install Six Relocatable Classrooms and One Relocatable Restroom Facility at Las Flores Elementary School to Include the Modernization of the Electrical System and Fire/Life Safety System

11. BUSINESS ADMINISTRATION

11.1 Authorization to Contract with Bear Data Systems, Inc. to Provide the Remainder of the District's Voice Over IP Telecommunications System

11.2 Adoption of the Sierra Sands Unified School District Budget for Fiscal Year 2011-12

12. PUBLIC HEARING

12.1 Initial Contract Proposal for a Successor Agreement for 2011-2012 from Chapter 188 of the California School Employees Association to the Board of Education

12.2 Initial Contract Proposal for a Successor Agreement for 2011-2012 from the Board of Education to Chapter 188 of the California School Employees Association

13. CONSENT CALENDAR

13.1 Approval of "A" and "B" Warrants

13.2 Authorization to Utilize the Unrestricted General Fund to Provide Funds on a Temporary Basis to Fund 12 (Preschool) throughout the 2011-12 School Year

13. CONSENT CALENDAR (continued)

JUNE 16, 2011

- 13.3 Approval of Contract Renewal with Susan Stuart & Associates to Provide Professional Services in Reserving School Facilities Program Funds for Modernization and New Construction Projects
- 13.4 Approval of a Professional Services Agreement with the Law Firm of Fagen Friedman & Fulfroth, LLP for Legal Services
- 13.5 Contract with the San Joaquin County Office of Education for use of the Special Education Information System (SEIS).
- 13.6 Contract With Paradigm Healthcare for Medi-Cal Billing Management Services
- 13.7 Approval of Recommendations for Expulsion, Expulsion Cases #21 1011, and #22 1011.

14. FUTURE AGENDA

15. ADJOURNMENT

The next regular meeting of the Board of Education will be July 14, 2011.

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

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



SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: March 10, 2011  
TIME OF MEETING: 6:00 p.m.  
PLACE OF MEETING: District Office Conference Room  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott  
MEMBERS ABSENT: None  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Mr. Johnson

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. PERSONNEL ADMINISTRATION

2.1 Adoption of Resolution #21 1011, Reducing or Eliminating Certificated Services for the 2011-12 School Year

After discussion, motion passed to adopt Resolution #21 1011, Reducing or Eliminating Certificated Services for the 2011-12 School Year. SCOTT/DIETRICHSON

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

2.2 Approval of Non-reelection of Certificated Personnel with Less than a Preliminary Credential as a Result of a Decision of the California Fifth District Court of Appeals

Motion passed to approve the non reelection of certificated personnel with less than a preliminary credential as a result of a decision of the California Fifth District Court of Appeals. DIETRICHSON/ROCKWELL

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

2. PERSONNEL ADMINISTRATION (continued)

2.3 Adoption of Resolution #22 1011, Determination of Seniority among Certificated Employees with the Same First Paid Date of Service

Motion passed to Adopt Resolution #22 1011, Determination of Seniority among Certificated Employees with the Same First Paid Date of Service. DIETRICHSON/COVERT

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

2.4 Adoption of Resolution #23 1011, Elimination of Classified Service

Motion passed to adopt Resolution #23 1011, Elimination of Classified Service. DIETRICHSON/ROCKWELL

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

3. CONSTRUCTION ADMINISTRATION

3.1 Approval of First Amendment to the Contract with Barnhart, Balfour Beatty Inc., for Phase I Infrastructure Modernization of Sherman E. Burroughs High School

Motion passed to approve the First Amendment to the contract with Barnhart, Balfour Beatty Inc., for Phase I Infrastructure Modernization of Sherman E. Burroughs High School.

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

3.2 Approval of Contract with Barnhart, Balfour Beatty Inc., for Pre – Construction Services for Phase II Infrastructure (Electrical Conversion) Modernization of Sherman E. Burroughs High School

Motion passed to approve the contract with Barnhart, Balfour Beatty Inc., for pre-construction services for Phase II Infrastructure (electrical conversion) Modernization of Sherman E. Burroughs High School.

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

3.3 Notice of Completion – Sherman E. Burroughs High School L Wing Ladies Restroom Modernization

Motion passed to approve the notice of completion for Sherman E. Burroughs High School “L” Wing ladies restroom modernization.

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

4. ADJOURNMENT was at 7:00 p.m.

THE BOARD OF EDUCATION

---

Vice President/Clerk

---

Joanna Rummer, Secretary to Board

recorder: Alison Burson

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: May 19, 2011  
TIME OF MEETING: 6:30 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was deferred to the beginning of the regular meeting.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CLOSED SESSION

2.1 Employee discipline/dismissal/release

The board met in closed session and took no action.

3. ADJOURNMENT was at 6:50 p.m.

THE BOARD OF EDUCATION

---

Tim Johnson, Vice President/Clerk

---

Joanna Rummer, Secretary to Board

## SIERRA SANDS UNIFIED SCHOOL DISTRICT

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

DATE OF MEETING: May 19 2011

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott  
Student Member

MEMBERS ABSENT: None

STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student member Charlotte Flatebo

MOMENT OF SILENCE was observed.

President Pearl took a moment to thank student member Charlotte Flatebo for her service as a student board member. He gave her the name plate from her position as student board member and wished her well as she graduates from Burroughs and heads to college in the fall.

#### 1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with the request to hear Item 3.5 from the Inyokern Schools Financing Authority Agenda, following Item 10.3 on the regular agenda.

#### 2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of April 21, 2011 and the special meeting of April 7, 2011 were adopted by consensus as written.

#### 3. PROGRAMS AND PRESENTATIONS

##### 3.1 Presentation of the Sierra Sands Community Service Award to Mr. Arzell Hale

---

The Sierra Sands Community Service Award provides the district with the ability to honor community members who dedicate time and energy to the success of Indian Wells Valley students, in both curricular and extra-curricular areas. This year, the award was presented to Arzell Hale who has been actively involved with our district for well over 5 years and in our valley since the 1970's. He has served our students in many capacities throughout that time. On every occasion that Mr. Hale travels to Sacramento to advocate for Searles Valley Minerals Operations, he stops by my office to ask what he can do for education; and more specifically, the students of our valley while he is there. I have known Arzell to volunteer countless hours for our students serving on committees both at the district and within the community.

### 3. PROGRAMS AND PRESENTATIONS

#### 3.1 Presentation of the Sierra Sands Community Service Award to Mr. Arzell Hale (continued)

He is actively involved as a member of our Career Technical Education Advisory Committee, and serves on the Board of the Boy's and Girl's Club. Arzell facilitated a meeting between Searles Valley Minerals Operations and the District to initiate the planning of a partnership agreement between the two entities. He has a passion for the success of the students in our valley and demonstrates that passion through active participation, enthusiasm, and advocacy on a daily basis. Thank you, Arzell, for all that you do for our District, and all students in our valley.

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

---

Principals of each school joined President Pearl, Mr. Bell, and Mrs. Rummer in presentation of the Annual Sierra Sands Rose Awards in recognition of those parents and community members who are most generous in their support of the schools in the district. Recipients were Betty Weik, Gateway School; Julie Stephens, Murray Middle School; Conrad Osborne, Burroughs High School; Ronelle Cannon, Inyokern School; Katie Samuels, Pierce School; Dan Clark, Mesquite High School; Manny Fierro, Faller School; Denise Allen, James Monroe; Lisa Rouse, Richmond School; and Lynda Kelley, Las Flores School.

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

---

Management from each site joined President Pearl, Mr. Bell, and Mrs. Rummer in presentation of a gift and certificate honoring our site employees of the year. The following were recognized for their outstanding contributions to our students. Burroughs High School, Julene Bithell, Sharon Brown, Jim Ledbetter, Mark Pierce, Deborah Wisecarver; Mesquite High School, Gail Antonsen, Tina Deal; James Monroe Middle School, Sandra Burkhardt, Mandy Parks; Murray Middle School, JoAnne McClelland, Erin Riggs; Faller School, Shirley Crouse, Leisha Wetzel; Gateway School, William Grisct, Maria Morales; Inyokern School, Annie Jorgensen, Deana Anderson; Las Flores School, Janna Chilbes, Erma Cortichiato; Pierce School, Judy Williamson, Isaac Cheeks; Richmond School, Emily Hamlin, Sharlene Anderson; District Office, Barbara Maletsky; Food Service/Warehouse, Nenita Chafin, SELPA/PSS, Susan Nissan, Cindy Bower; Support Services, Mary Beitnes; and Transportation, Michele Whitely.

Additionally, the three District Employees of the Year were recognized with an award. They are, Certificated Personnel, Annie Jorgenson; Classified Personnel, Sharlene Anderson; and Administrative Personnel, Kirsti Smith.

3. PROGRAMS AND PRESENTATIONS (continued)

3.4 Presentation of Service Awards to District Retirees

President Pearl, Mr. Bell and Mrs. Rummer presented engraved hourglasses to retiring district employees for their distinguished and dedicated service to the district. Those retirees included certificated employees Julene Bithell, Erma Cortichiato, Linda Hartzell, Virginia Henry, Wanda Laire, Robert McDiarmid, Paige Sorbo, and Kelly Worley. Classified retirees included Susan Cope, Wanda Gregarek, Debra Hollinshead, Karen Huben-Pursley, Karen LaFontaine, Barbara Maletsky, Carla Mitchell, and Mary Wegener.

A brief reception followed these presentations to greet and congratulate the award recipients and retirees. The meeting reconvened in open session at 8:45 p.m.

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Mesquite students were given the opportunity to take the ASVAB military entrance exam. Students are eager for the awards ceremony and graduation. This is the largest graduating class since 2003.

James Monroe has participated in a week of incentive classes. Monroe held the last concerts of the year and next year's incoming sixth graders made a visit to the school.

Murray students participated in the Junior Olympics, music concerts, history day presentations and math field day. Scheduled activities include awards ceremony and promotion ceremony.

Burroughs students have held a boys verses girls spirit week. A program called *Every 15 Minutes* was held regarding the affect of drunk driving, and texting while driving. It was a very moving and effective program. Upcoming activities include Prom, Senior Swim Party, the Edinburro, Scotland trip, Yearbook Extravaganza, along with many other senior activities.

5.2 Reports from Members of the Board

Board member Covert reported on how pleased she was attending all the open houses. She appreciates all the hard work that the staff contributed to make them successful. She was also able to attended portions of the *Every 15 Minutes* program. Board member Rockwell also was able to attend the *Every 15 Minutes* program and thought it was extremely moving. Even though some students were disturbed by this, he stated that if it saved one student's life it was worth it. Mr. Johnson also was able to attend this program and agreed that it was very powerful.

5.3 Superintendent's Report

Superintendent Rummer reported that a list of our graduations is posted on the district website for those interested in attending. Our enrollment is still declining, currently down 157 students from the same time last year, but we remain high on our attendance with a 95% attendance rate.

5.4 Communications

5.5 Comments from the public on items not on the agenda

Student, Andy Konopak thanked the board for the wonderful education he has received in Sierra Sands. Teachers have had a great influence on his life and he stated that he wanted to thank them for their contribution to his life.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Career Technical Education Application for Funding for the 2011-2012 School Year

Motion passed to approve the Career Technical Education Application for funding for the 2011-12 school year as presented. SCOTT/ROCKWELL

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Revisions to Administrative Regulation #1312.4 and Exhibit #1312.4, Williams Complaint Procedures

---

This item was presented for informational purposes only.

7.2 Adoption of Board Policy 3461 and Approval of Administrative Regulation 3461, GASB 54 Accounting of Fund Balances

---

Motion passed to adopt Board Policy 3461, GASB 54 Accounting of Fund Balances. The included administrative regulation was presented for information only. COVERT/ROCKWELL

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

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. PERSONNEL ADMINISTRATION (continued)

Motion passed to adopt the personnel actions as presented. DIETRICHSON/SCOTT

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

These actions are made a part of the minutes by reference and are filed in the Board Record Book

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Donations to the drama program at Burroughs High School include: \$165.14 from Kathleen LaBrie, \$300 from James Wojceihowski, \$50 from Mr. & Mrs. Decker, \$150 from Russell Kurtz, \$922 from Roxann Gibbs, \$72 from Sean Callahan, \$100 from Mr. & Mrs. Blanc, \$200 from Mr. & Mrs. Kratz, \$100 from June Wieder, and costumes from Lisa Austin with a value of \$500. Brian Pelletier donated computer equipment to the district with a value of \$300. Bruce Auld donated \$90 for reimbursement of loss of revenue for a student's absence. Rotary Club of China Lake and Rotary District 5240 donated 48 printer cartridges for all schools with a value of \$4,000. JOHNSON/COVERT

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

9.2 Adoption of the Academic Calendar for 2012-13

Motion passed to adopt the academic calendar for 2012-13 as presented.  
COVERT/DIETRICHSON

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

9.3 Board Travel to Annual CSBA Conference

After discussion, motion passed to approve the board travel to the annual CSBA conference in December, 2011. FARRIS/SCOTT

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

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Measure "A" and Other Construction Activities and Issues

Inyokern School's modernization is complete with the exception of punch list items. The Siemens corrections are going to delay Las Flores moving back to their home site. Las Flores staff and families have been notified. The electrical conversion is moving forward at Burroughs. The campus will be closed this summer to allow for this project.

10. CONSTRUCTION ADMINISTRATION (continued)

10.2 Award of Contract to Steven Payte Inspections for Inspector of Record (IOR) Services for the Sherman E. Burroughs High School Career and Technical Education Building

Motion passed to award the contract to Steven Payte Inspections for Inspector of Record Services for the Burroughs High School Career and Technical Education Building.  
DIETRICHSON/COVERT

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

President Pearl temporarily adjourned the regular meeting of the Sierra Sands Unified School District Board of Education to open the Inyo-Kern Schools Financing Authority Meeting of the Board of Directors.

11. BUSINESS ADMINISTRATION

11.1 Resolution #29 1011, Establishing a Fund Balance Policy as Required by GASB 54

Motion passed to approve Resolution #29 1011, Establishing a fund balance policy as required by GASB 54. DIETRICHSON/COVERT

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

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrants

12.2 Appointment of 2011-12 California Interscholastic Federation (CIF) League Representatives for Burroughs High School

12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern, and Pierce Elementary Schools for the 2011-2012 School Year

12.4 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of a State Preschool Program in 2011-2012

12.5 Approval of Recommendations for Expulsion, Expulsion Case # 17 1011

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

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

13. FUTURE AGENDA

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

THE BOARD OF EDUCATION

---

Vice President/Clerk

---

Joanna Rummer, Secretary to Board

recorder: Alison Burson

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: May 26, 2011  
TIME OF MEETING: 12:00 p.m.  
PLACE OF MEETING: District Office Conference Room  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl  
MEMBERS ABSENT: Johnson, Rockwell, Scott  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by President Pearl

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CONSTRUCTION ADMINISTRATION

2.1 Approval of Contract with Barnhart-Balfour Beatty, Inc. to Provide Lease-Leaseback Construction Services for the Electrical Conversion Project at Sherman E. Burroughs High School

Motion passed to approve the contract with Barnhart-Balfour Beatty, Inc to provide lease leaseback construction services for the electrical conversion project at Burroughs High School.  
Covert/DIETRICHSON

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

3. CONSENT CALENDAR

3.1 Approval of Recommendations for Expulsions, Expulsion Cases #18 1011, #19 1011, #20 1011.

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

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

4. ADJOURNMENT was at 12:17 p.m.

THE BOARD OF EDUCATION

---

Vice President/Clerk

---

Joanna Rummer, Secretary to Board

recorder: Alison Burson

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: June 7, 2011  
TIME OF MEETING: 5:30 p.m.  
PLACE OF MEETING: District Office Conference Room  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell  
MEMBERS ABSENT: Scott  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Tim Johnson.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. BUSINESS ADMINISTRATION

2.1 Board Work Study Session Regarding the Development of the 2011-12 Budget

The board met in a work study session regarding the development of the 2011-12 budget and no action was taken.

THE BOARD OF EDUCATION

---

Vice President/Clerk

---

Joanna Rummer, Secretary to Board

4. PUBLIC HEARING

4.1 Sierra Sands Unified School District Budget for Fiscal Year 2011-12

---

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

CURRENT CONSIDERATIONS: An opportunity will be provided for public comment on the district's budget for the 2011-12 school year.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the district's budget for the 2011-12 school year. The budget is posted on the district web site at [www.ssusd.org](http://www.ssusd.org)

4. PUBLIC HEARING

4.2 Tentative Agreement between the Desert Area Teachers Association and the Board of Education Regarding Contract Reopeners for the 2011-12

---

BACKGROUND INFORMATION: The Desert Area Teachers Association and the district reached a tentative agreement on reopeners for 2011-12. The DATA tentative agreement was signed on May 31, 2011.

CURRENT CONSIDERATIONS: A public hearing will be conducted to provide time for comments on the tentative agreement between the Desert Area Teachers Association and the Board of Education regarding settlement of reopeners for 2011-12. A copy of the tentative agreement is attached.

FINANCIAL IMPLICATIONS: The financial impact of this agreement is available for public review in accordance with AB 1200. AB 1200 documentation is attached.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the tentative agreement for reopeners for 2011-12 between the Desert Area Teachers Association and the Board of Education.



**TENTATIVE AGREEMENT  
BETWEEN  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AND  
DESERT AREA TEACHERS ASSOCIATION**

The Desert Area Teachers Association and Sierra Sands Unified School District have reached a tentative agreement for 2011-2012. The following terms and conditions reflect the tentative agreement of the Sierra Sands Unified School District and Desert Area Teachers Association:

- 1) The District will pay for the health and welfare benefit program premium increase for 2011-2012.
- 2) The district agrees to maintain step and column.
- 3) The following MOU's will be extended for the 2011-2012 year:

May 29 <sup>th</sup> Fair Share Calculation	expires June 30, 2013
All Day Kindergarten Committee	expires June 30, 2012
Peer Coaches	expires June 30, 2012
Displaced Teachers	expires June 30, 2012
Consolidation of a Middle School	expires June 30, 2012

- 4) The Parties agree and acknowledge that, for a variety of reasons, the District cannot accurately anticipate its 2011-2012 budget at the time of full execution of this Tentative Agreement. As a result, the Parties agree to continue negotiations regarding all economic terms of the collective bargaining agreement and denoted re-openers after passage and enactment of the State of California's 2011-2012 budget.

- 5) The parties agree to change the language regarding Article III A(4). The October 15 date will be changed to August 30. It will now read: "An official transcript/grade report of courses completed from the college or university that the course has been satisfactorily completed will be required not later than the last working day before **August 30** to be applicable for salary purposes for that school year."

**SIERRA SANDS UNIFIED  
SCHOOL DISTRICT**

  
Assistant Superintendent

**DESERT AREA TEACHERS  
ASSOCIATION**

  
DATA President

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5

**Sierra Sands Unified School District**

Name of Bargaining Unit: Desert Area Teachers Association

The proposed agreement covers the period beginning July 1, 2011 and ending June 30, 2013 and will be acted upon by the Governing Board at its meeting on June 16, 2011.

**A. Proposed Change in Compensation**

Compensation			Fiscal Impact of Proposed Agreement		
			Current Year 2011-12	Year 2 2012-13	Year 3 2013-14
1.	Step & Column - Increase/Decrease due to movement plus any changes due to settlement	Cost (+/-) % of total compens.	\$ 209,212 1.16%	\$ 209,212 1.13%	\$ 209,212 1.09%
2.	Salary Schedule - Increase/Decrease	Cost (+/-) % of total compens.	\$ - 0.00%	\$ - 0.00%	\$ - 0.00%
3.	Other Compensation - Increase/  Description: Stipends	Cost (+/-) % of total compens.	\$ - 0.00%	\$ - 0.00%	\$ - 0.00%
4.	Statutory Benefits - Increase/Decrease in STRS, PERS, FICA, Medicare, Unemployment, Workers Comp, etc.	Cost (+/-) % of total compens.	\$ 174,880 0.97%	\$ 174,880 0.94%	\$ 174,880 0.91%
5.	Health & Welfare Plans - Increase / Decrease	Cost (+/-) % of total compens.	\$ 198,703 1.10%	\$ 212,612 1.18%	\$ 227,495 1.22%
6.	Total Compensation - Increase/Decrease Total of Lines 1-5	Cost (+/-) % of total compens.	\$ 582,795 3.23%	\$ 596,704 3.25%	\$ 611,587 3.22%
7.	Total Number of Represented Employees		234	234	234
8.	Total Compensation Cost for Average Employee - Increase/Decrease	Cost (+/-) % of total compens.	\$ 2,491 3.23%	\$ 2,550 3.25%	\$ 2,614 3.22%

**B. Proposed Negotiated Changes in Non-Compensation Items** (Agree to discuss changes in legislation)  
None

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

None

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

None

**E. Source of Funding for Proposed Agreement**

1. Current Year:
  - a. Unrestricted funding relating to revenue limit COLA
  - b. Utilization of restricted programs funding source
2. How will the ongoing cost of the proposed agreement be funded in future years?
  - a. Unrestricted and restricted funding
3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years including compounding effects in meeting obligations?
  - a. N/A

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

*1. State Reserve Standard*

a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$	41,947,990
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$	1,258,440

*2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)*

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$	2,097,400
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$	2,572,206
c. Special Reserve Fund (J-207) - Budgeted Designated for Economic Uncertainties	\$	5,699,728
d. Special Reserve Fund (J-207) - Budgeted Unappropriated Amount	\$	-
e. Article XIII-B Fund (J0241) - Budgeted Designated for Economic Uncertainties	\$	-
f. Article XIII-B Fund (J0241) - Budgeted Unappropriated Amount	\$	-
g. Total District Budgeted Unrestricted Reserves	\$	10,369,334

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

Yes

**Impact Of Proposed  
Agreement On Current Year  
Operating Budget-SSUSD -  
Certificated**

Description	Column 1 Latest Board Approved Budget	Column 2 Adjustments Result of Settlement	Column 3 Other Revisions	Column 4 Total Impact On Budget
<b>Revenues</b>				
Revenue Limit Sources (8010-8099)	\$ 26,587,212	\$ -		\$ 26,587,212
Remaining Revenues (8100-8799)	\$ 13,855,649			\$ 13,855,649
<b>Total Revenues</b>	\$ 40,442,861		\$ -	\$ 40,442,861
<b>Expenditures</b>				
1000 Certificated Salaries	\$ 18,092,391			\$ 18,092,391
2000 Classified Salaries	\$ 5,749,423			\$ 5,749,423
3000 Employees' Benefits	\$ 11,569,460			\$ 11,569,460
4000 Books & Supplies	\$ 2,169,936		\$ -	\$ 2,169,936
5000 Services & Operating Expenses	\$ 3,693,202		\$ -	\$ 3,693,202
6000 Capital Outlay	\$ 167,000		\$ -	\$ 167,000
7000 Other	\$ 446,431		\$ -	\$ 446,431
<b>Total Expenditures</b>	\$ 41,887,843	\$ -		\$ 41,887,843
Operating Surplus (Deficit)	\$ (1,444,982)		\$ -	\$ (1,444,982)
Other Sources and Transfers In	\$ 365,405	\$ -	\$ -	\$ 365,405
Other Uses and Transfers Out	\$ 60,147	\$ -	\$ -	\$ 60,147
Current Yr Incr/Decr In Fund Balance	\$ (1,139,724)		\$ -	\$ (1,139,724)
Beginning Balance	\$ 6,146,712		\$ -	\$ 6,146,712
Current-Year Ending Balance	\$ 5,006,987		\$ -	\$ 5,006,987
Components of Ending Balance				
Reserved Amounts	\$ 337,382		\$ -	\$ 337,382
Reserved for Economic Uncertainties	\$ 2,097,400		\$ -	\$ 2,097,400
Board Designated Amounts	\$ -		\$ -	\$ -
Unappropriated Amounts	\$ 2,572,206		\$ -	\$ 2,572,206

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary: All costs associated with the settlement have been included in the current budget.

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Sierra Sands Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Desert Area Teachers Association Bargaining Unit, during the term of the agreement from July 1, 2011 to June 30, 2013.

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

Budget Adjustment Categories:	Certificated Salaries (1000):	\$0 Increase
	Classified Salaries (2000):	\$0 Increase
	Employee Benefits (3000)	\$0 Decrease
	Books & Supplies (4000)	\$0 Decrease
	Services/Operating (5000)	\$0 Increase

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance Increase (Decrease)

N/A

Total Compensation increase for collective bargaining with DATA.  
Zero net increase or decrease to ending balance.

N/A ☒ (no budget revisions necessary\*)

District Superintendent and Chief Business Officer

Date

\*Increases in compensation anticipated in budget projections

## **CERTIFICATION NO. 2:**

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

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

\_\_\_\_\_  
District Superintendent and Chief Business Officer

\_\_\_\_\_  
Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 16, 2011, took action to approve the proposed Agreement with the Desert Area Teachers Association.

\_\_\_\_\_  
President (or Clerk) of the Governing Board

\_\_\_\_\_  
Date

**Sierra Sands Unified School District  
Ninth Month Enrollment 2010-2011**

SCHOOL	10-11 %	09-10 %	K	1	2	3	4	5	6	7	8	9-12	SDC	10-11 TOTAL	09-10 TOTAL	CHANGE
FALLER	96.5%	96.4%	82	98	78	71	75	61						465	467	-2
GATEWAY	96.1%	96.5%	84	86	77	65	71	76						459	473	-14
INYOKERN	95.1%	95.1%	31	30	36	35	37	28					1	198	218	-20
LAS FLORES	97.0%	96.3%	61	83	72	72	59	81						428	472	-44
PIERCE	96.1%	94.9%	62	57	55	62	48	65						349	326	23
RAND	78.9%	96.7%	2	1	1	3								7	6	1
RICHMOND ANNEX	91.7%	91.0%											92	92	84	8
RICHMOND	95.9%	95.9%	64	87	64	63	72	57						407	410	-3
TOTAL K -5	95.7%	95.8%	386	442	383	371	362	368					93	2405	2456	-51
MONROE	95.3%	95.8%							156	153	178		28	515	507	8
MURRAY	95.7%	96.3%							170	212	189		27	598	660	-62
TOTAL 6 -8	95.6%	96.1%							326	365	367		55	1113	1167	-54
BURROUGHS	94.8%	94.9%										1338	62	1400	1452	-52
MESQUITE												115		115	139	-24
														0		0
TOTAL 9 - 12	94.8%	94.9%										1453	62	1515	1591	-76
10-11 TOTAL	95.6%		386	442	383	371	362	368	326	365	367	1453	210	5033	---	---
09-10 TOTAL		95.6%	416	439	386	391	391	342	369	368	381	1527	204		5214	---
CHANGE		0.00%	-30	3	-3	-20	-29	26	-43	-3	-14	-74	6	---	---	-181

Elementary K - 5

Regular -

K 386 416

1 - 3 1196 1216

4 - 5 730 733

Special Education -

SDC 93 91

RSP 120 121

Middle 6-8

Regular 1058 1118

Special Education -

SDC 55 49

RSP 72 70

High School 9 - 12

Regular 1338 1388

Continuation 115 139

ROP 0 281

Special Education -

SDC 62 64

RSP 77 93

Adult

595 617

## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Approval of Acquisition of Math Skills (AMS), a Mathematics Intervention Course, at Monroe and Murray Middle Schools

---

**BACKGROUND INFORMATION:** The California Mathematics Framework provides guidance to schools to develop and implement a comprehensive, standards-based mathematics program, K-12. At the middle school level, the California State Board of Education acknowledges that the goal for 8th grade students is Algebra I. However, they also recognize that not all 8th grade students have the necessary prerequisite skills for Algebra I. Consequently, the State Board of Education adopted two sets of standards for 8th grade. The first set describes standards for Algebra I. The second set of standards is from the 8th grade Common Core document published June 2, 2010. These standards are for 8th grade students who do not have the necessary prerequisite skills for Algebra I. The goal of the 8th grade Common Core is to finalize the mathematics preparation for students in high school. There is some duplication of standards between grades and courses that will be resolved in the frameworks and instructional materials development process.

**CURRENT CONSIDERATIONS:** Staff is working diligently to align to the new California Common Core standards. To adequately prepare students for these standards, it is important to address deficits that exist in student learning. A comprehensive intervention course has been developed by the middle school staff to support students who are scoring below basic on state assessments. Staff is implementing math benchmarks this coming school year to assist with identification of student deficiencies and provide timely interventions in critical areas of the curriculum. Results from the benchmarks, along with state assessment results, will be used to support student learning in this content area.

**FINANCIAL IMPLICATIONS:** No additional FTE or instructional materials are required for this course. Board approved mathematics curriculum will be used which includes intervention materials. Renaissance Place, and possibly ALEKS, will be used as supplementary instructional tools for this course.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the Board approve the course, Acquisition of Math Skills, for Monroe and Murray Middle schools beginning August 2011.



**Sierra Sands Unified School District**  
**Course Outline**

Site: James Monroe Middle School and Murray Middle School

Department: Mathematics

Course Title: AMS (Acquisition of math skills)

Purpose/Goals:

1. Provide a support class for students that are scoring below basic and far below basic on the California Standardized Test.
2. In this elective class, students will work at their own pace on California state standards, developing confidence as they improve their math skills.
3. Students will work on a computer-based program, such as Renaissance Place, for three days a week on individualized assignments based on diagnostic tests. Assignments will be personalized to ensure that students are working on areas of need.
4. Teacher guided instruction will be provided two days a week with a different focus each month:
  - Aug/Sep: Basic facts
  - Oct: Place value, whole number operations to two digits
  - Nov: Decimal Place value, operations with decimals
  - Dec: GCF, LCM, divisibility rules
  - Jan: Add, subtract fractions
  - Feb: Multiply, divide fractions
  - Mar: Integers
  - April: Fraction-decimal-percent conversions
  - May/June: Percent

Grade/Level(s): 6-8

Recommended Prerequisites: CST test scores, teacher recommendation

A-G Requirement: No

Type of Course: Elective

Course Length: One year

Adopted Textbooks(s)/Materials:

Glencoe, Mathematics: Concepts, Skills, and Problem Solving, Grade 6  
Glencoe, Mathematics: Concepts, Skills, and Problem Solving, Grade 7  
Glencoe, Mathematics: Algebra Readiness

Supplemental Texts/Materials:

Marcy Mathworks, Mathimagination  
Glencoe, Study Guide and Intervention, Algebra Readiness  
Glencoe, Math Skills Maintenance, Algebra Readiness

Board Approval:

Revised:

## 6. EDUCATIONAL ADMINISTRATION

### 6.2 Approval of Advanced Placement Art Studio Course at Burroughs High School

**BACKGROUND INFORMATION:** The California Content Standards and frameworks provide guidance to schools as they determine curricula and desired outcomes for students, ensuring sequential building and expanding of knowledge and skills as the students advance through the grades.

**CURRENT CONSIDERATIONS:** Burroughs High School offers a standards-based comprehensive visual arts program for students, grades 9-12. Students have access to art, drawing, painting, and ceramics. Due to the many students who excel in this program, an advanced placement course, AP Art Studio, is being recommended so that these students may continue their artistic interests beyond the high school curricula.

An Advanced Placement (AP) art course will provide opportunities for students to challenge the depth of their understanding of the conceptual and historical arts nationally. Rankings from AP examinations can benefit a student's placement in college and chances of winning scholarships and grant entitlements. The syllabus for this course has been submitted and approved by the College Board for implementation in fall 2011 pending board approval.

**FINANCIAL IMPLICATIONS:** No additional FTE is required for this course. Advanced placement students will be enrolled in existing multi-level art courses. The anticipated cost of materials and supplies required for this course is \$1,000 per year and will be funded out of the Art and Music Block Grant.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the Board approve the course, Advanced Placement Art Studio, for implementation in August 2011.

**Sierra Sands Unified School District**  
**Course Outline**

Site: Burroughs High School

Department: Fine Art

Course Title: Advanced Placement Art Studio: 3-D Design

Purpose/Goals:

1. The student will engage in rigorous investigation of 3-dimensional form in space.
2. The student will work realistically, abstractly, non-objectively, figuratively to express him/herself in his/her personal style.
3. The student will concentrate on an artistic idea by responding creatively across a related series of forms exploring visual concepts with a strong visual relationships that is of personal interest.
4. The student will learn to express him/herself using a wide range of materials, traditional and emerging technologies and processes that will enhance artistic breadth and creative ideation.
5. The student will learn to think critically and respond creatively to the work, concepts, and processes at hand.
6. Critiques with peers and teachers are ongoing and form part of the assessment grade for the course. Other assessments will include dialogue, drawing, prototype studies, 2-D surface design and written analysis of works that employ the formal elements and principles will be stressed.
7. Students will understand copyright law and be held to the highest standards regarding originality.
8. Students will learn the fundamentals of how to research, create sketchbooks, and design experimental prototypes in this course.

Grade/Level(s): 11<sup>th</sup> and 12<sup>th</sup>

Recommended Prerequisites: Art 1 and Art 2, teacher recommendation

A-G Requirement: Yes

Type of Course: College equivalent

Course Length: 1 year

Adopted Textbook(s)/Materials:

Supplemental Texts/Materials:

Board Approval: June 16, 2011

Revised:

## 6. EDUCATIONAL ADMINISTRATION

### 6.3 Approval of a Music Course at Mesquite High School

---

**BACKGROUND INFORMATION:** The California Content Standards and frameworks provide guidance to schools as they determine curricula and desired outcomes for students, ensuring sequential building and expanding of knowledge and skills as the students advance through the grades.

**CURRENT CONSIDERATIONS:** Due to current fiscal circumstances, two Tier 3 programs have been eliminated at Mesquite, ROP Foods and Cal Safe. In order to provide students with sufficient electives, Mesquite staff is responding to these changes by incorporating board approved electives in the master schedule this upcoming school year such as Yearbook, ASB, an additional PE, and Computer Applications. One of the courses staff would like to offer has yet to be board approved, Music. This course offers students the opportunity to learn how to read music and develop basic piano keyboarding skills. The course outline is included in your board packet for review.

**FINANCIAL IMPLICATIONS:** No additional FTE or instructional material costs are required to implement this new course. Staff is using equipment and materials already purchased by the district.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the Board approve the course, Music, for implementation in August 2011.

**Sierra Sands Unified School District**  
**Course Outline**

Site: Mesquite High School

Department: Fine Art

Course Title: Music

Purpose/Goals:

1. Students will learn how to read music notation
2. Students will learn and apply basic music theory
3. Students will learn and apply basic piano skills
4. Students will expand general music knowledge, including exposure to varied musical genres
5. Students will experience musical proficiency through classroom performance

Grade/Level(s): Grades 9-12

Recommended Prerequisites: None

A-G Requirement: No

Type of Course: Fine art/Elective

Course Length: One semester-may be repeated for credit

Adopted Textbook(s)/Materials:

Supplemental Texts/Materials: Music in Education, Yamaha Corporation of America  
Thinkfinity: Music Media Supplements

Board Approval: June 16, 2011

Revised:

## 6. EDUCATIONAL ADMINISTRATION

### 6.4 Approval of the Consolidated Application for Funding Categorical Programs, Part I, 2011-2012 School Year

---

**BACKGROUND INFORMATION:** The Consolidated Application Part I is the vehicle through which the district requests funding for the programs listed below. The Consolidated Application Part I collects information related to a Local Education Agency's intention to participate in consolidated programs, legal assurances of compliance as required by state and federal statute, and other required program participation information. The Consolidated Application must be reviewed and approved by the local governing board and by the District English Language Learner Advisory Committee. Signatures from committee members will indicate that the committee members have read, discussed, and had the opportunity to provide advice on the application being submitted, and the applicable legal assurances. In the fall, the district will receive the Consolidated Application Part II. Part II contains district entitlements for the programs listed in the Consolidated Application Part I.

**CURRENT CONSIDERATIONS:** The following federal and state programs are included in the Consolidated Application Part I.

Federal, ESEA programs- application and reporting:

- Title I, Part A (Basic)
- Title II, Part A (Teacher and Principal Training, and Recruiting)
- Title II, Part D (Technology)- program eliminated 11/12
- Title III, Part A (Limited English Proficient Students)

State categorical programs: application and reporting-

- Economic Impact Aid/ Limited English Proficient and State Compensatory Education

Also included in the Consolidated Application Part I is additional information for the following programs and reporting requirements.

- Private School participation in federal programs
- Federal Gun-Free Schools
- Uniform Management Information Reporting Systems (UMIRS)-truancy, expulsions and suspension data
- Homeless student data
- Expenditures in selected programs
- NCLB Teachers/ Paraprofessionals
- Protected Prayer Certification
- Parent Involvement Policy Certification

6.4 Approval of the Consolidated Application for Funding Categorical Programs, Part I,  
2011-2012 School Year (continued)

---

State categorical programs currently removed from the Consolidated Application for the next four years due to SBX 3 4 flexibility include:

- Peer Assistance and Review
- Tobacco Use Prevention Education (now a competitive program)
- AB 1113 School Safety Block Grant
- Cal-SAFE
- Middle and High School Supplemental Counseling Program

FINANCIAL IMPLICATIONS: The Consolidated Application Part I requests approximately \$1,838,993 in funding designated for specific programs. Final funding numbers are received in the fall.

- Title I, Part A-\$1,030,261 (10% reduction)
- Title II, Part A (Teacher and Principal Training and Recruiting)- \$203,572 (18% reduction)
- Title III, Part A (Limited English Proficient Students)- \$52,000
- Economic Impact Aid/ Limited English Proficient and State Compensatory Education- \$553,160 (stable at this time)

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

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\*\*\*

Matthew Gracey  
Physical Education – Burroughs  
Effective 6-10-11

Paulette Turnbull\*\*\*  
1<sup>st</sup> Grade – Las Flores  
Effective 6-10-11

Martha Watkins  
Mathematics – BHS  
Effective 6-10-11

8.12 LEAVE OF ABSENCE

Lynn Carr  
Science – BHS  
Request 2<sup>nd</sup> year leave of absence  
For 2011-12 school year

Christine Laird  
SDC – Richmond  
Request leave of absence  
For 2011-12 school year

Janet D Wright  
ROP Health Careers – BHS  
Request leave of absence  
For 2011-12 school year

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Jennifer Gates  
5 ½ hr. Paraprofessional – Richmond Elementary  
Effective 06-09-11

Genne Martin\*\*\*  
8 hr. School Bus Driver II – Transportation  
Effective 08-14-11

Rebecca Martinez  
5 ½ hr. Paraprofessional – Richmond Elementary  
Effective 06-09-11

Elizabeth McNamara  
5 ½ hr. Paraprofessional – Faller Elementary  
Effective 06-09-11

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Wilburn Barnett Jr.  
8 hr. Maintenance Helper – Maintenance  
Effective 05-16-11

Student Workability Workers for the 2010-2011 School Year  
Myles Obenza

Classified Substitutes  
Wendy Werneking

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS

Brian Gregarek

From: 8 hr. Computer Repair Technician – Technology

To: 8 hr. Software Support Technician – Technology

Effective 07-01-11

Amanda Sater

From: 6 hr. Library Specialist – Richmond Elementary

To: 6 hr. Library Specialist – Gateway Elementary

Effective 07-01-11

8. PERSONNEL ADMINISTRATION

8.3 Ratification of Tentative Agreement between the Desert Area Teachers Association and  
the Board of Education Regarding Contract Reopeners for 2011-12

---

BACKGROUND INFORMATION: The Desert Area Teachers Association and the Sierra Sands Unified School District reached a tentative agreement on reopeners for 2011-12 on May 31, 2011.

CURRENT CONSIDERATIONS: DATA membership ratified the tentative agreement on a successor agreement on May 31, 2011. The agreement is now being presented to the board for ratification. A copy of the tentative agreement was included in item 4.2, Public Hearing, and the contract in its entirety is posted on the district website at [www.ssusd.org](http://www.ssusd.org).

FINANCIAL IMPLICATIONS: Please refer to the AB 1200 documentation which is also posted in this packet under item 4.2. The cost of the settlement is also reflected in the 2011-12 proposed budget included with this packet.

SUPERINTENDENT'S RECOMMENDATION: Ratify the tentative agreement between the Desert Area Teachers Association and the Board of Education for reopeners for 2011-12 as presented.

8. PERSONNEL ADMINISTRATION

8.4 Presentation of Initial Contract Proposal for a Successor Agreement from Chapter 188 of the California School Employees Association to the Board of Education

---

BACKGROUND INFORMATION: The current contract between Chapter 188 of the California School Employees Association and the Board of Education ends on June 30, 2011.

CURRENT CONSIDERATIONS: The California School Employees Association Chapter 188 will present its contract proposal for a successor agreement to the Board of Education.

FINANCIAL IMPLICATIONS: Unknown

SUPERINTENDENT'S RECOMMENDATION: Receive the initial contract proposal for a successor agreement from Chapter 188 of the California School Employees Association.

8. PERSONNEL ADMINISTRATION

8.5 Presentation of Initial Contract Proposal for a Successor Agreement for 2011-2012 from the Board of Education to Chapter 188 of the California School Employees Association

---

BACKGROUND INFORMATION: The contract between Chapter 188 of the California School Employees Association and the Board of Education expires on June 30, 2011.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District Board of Education will submit its initial contract proposal for a successor agreement to Chapter 188 of the California School Employees Association at the meeting.

FINANCIAL IMPLICATIONS: Unknown

SUPERINTENDENT'S RECOMMENDATION: Present the initial contract proposal for a successor agreement for 2011-12 from the Board of Education to Chapter 188 of the California School Employees Association.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

---

CURRENT CONSIDERATIONS: The following donation has been received from the Desert Area Teachers Association, \$250 for library books at James Monroe Middle School.

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

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

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Measure “A” and Other 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 Measure “A” and other construction efforts.

CURRENT CONSIDERATIONS: Construction activity and planning continue at several sites. Mr. Auld will update the board and community on these activities.

FINANCIAL IMPLICATIONS: None

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



## 10. CONSTRUCTION ADMINISTRATION

10.2 Amendment to the Existing Contract With Barnhart, Balfour-Beatty to Install Six Relocatable Classrooms and One Relocatable Restroom Facility at Las Flores Elementary School to Include the Modernization of the Electrical System and Fire/Life Safety System

---

**BACKGROUND INFORMATION:** At the November 18, 2010 meeting of the Board of Education, the board contracted with Barnhart, Balfour-Beatty in the amount of \$1,048,683 to install six relocatable classrooms and one relocatable restroom facility. This contract was revised on February 17, 2011 to include a twelve percent (12%) district contingency of \$125,842.

**CURRENT CONSIDERATIONS:** It was anticipated at the time of the original contract that the replacement of both the electrical system and the fire/life safety system would likewise be required. The necessary design components are now complete. The job has been advertised and bid. The recommended amendment does not, however, include additional modernization features to be completed by the district prior to or following the completion of the Siemens HVAC seismic retrofit, such as hazardous materials removal, carpet and painting.

**FISCAL CONSIDERATIONS:** The cost to replace the electrical system and the fire/life safety systems is \$1,176,512. The district contingency has been set at twelve percent (12%) or \$141,181. The funding source is Measure A (QSCB) and potentially partially funded by the Inyo Kern Schools Financing Authority.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the contract with Barnhart, Balfour-Beatty to modernize the electrical system and the fire/life safety at Las Flores Elementary School in the amount of \$1,176,512 and establish the district contingency at twelve percent (12%), or \$141,181.

June 9, 2011

Joanna Rummer  
Sierra Sands Unified School District  
113 Felspar  
Ridgecrest, CA 93555-3589

Fax: 760.375.3338

RE: Las Flores Elementary School – Amendment #1  
SUBJECT: GMP

Dear Ms. Rummer,

Barnhart Balfour Beatty proposes to perform the following scope of services at a lump sum cost of one million, one hundred seventy-six thousand, five-hundred and twelve dollars (\$1,176,512.00).

Please note that the general condition (GC's) that are included in the attached GMP is for a construction duration through August 31, 2011.

If you have any questions, please contact me at the jobsite, 760.446.1055.

Respectfully,

**Barnhart-Balfour Beatty, Inc.**



Steven Gillman  
Project Manager

cc: 11119000 Job files

**Corporate Headquarters**  
t.858.385.8200  
f.858.385.8201  
10760 Thornmint Road  
San Diego, CA 92127

License No. 439407

**Sierra Sands Unified School District**  
**FINAL (GMP) SUMMARY**

**Las Flores - Amendment #1**

	Bid Package No.	Description	Base Bid				Totals	Remarks / Contractor's Name
1		Demo Trees, Replace Landscape and Install Fire Lane	82,160				\$ 82,160	Jacobsson Engineering
2		Electrical per Bulletin #2 and Complete Fire Alarm System	505,393				\$ 505,393	Neal Electric
3		New Tankless Water Heater and Recirculation Pump System	8,920				\$ 8,920	PVC Plumbing
4		Demo, Plaster, Backing, New Doors and Hardware	14,500				\$ 14,500	Standard Drywall
5		Chain Link Fencing and Gates, Site Signage, Handrails	40,413				\$ 40,413	Our Valley Fence
6		Credit for Original Fence Allowance from Original GMP	(28,940)				\$ (28,940)	
7		Concrete/Paving Demo and Replacement, Drive Approaches, Bus Drop Off	165,439				\$ 165,439	Barnhart-Balfour Beatty
8							\$ -	
9							\$ -	
10							\$ -	
11							\$ -	
12		Asphalt Patching & Striping Allowance	20,000				\$ 20,000	
13		Plaster/Drywall/T-Bar Repair Allowance	15,000				\$ 15,000	Damage Due To Fire Alarm
14		Dust Control	\$6,600.00				\$ 6,600	
15		Fire Lane DG Allowance	30,000				\$ 30,000	
16		Electrical Room Door Allowance	2,500				\$ 2,500	No Spec. Hardware
17							\$ -	
18							\$ -	
19							\$ -	
20							\$ -	
21							\$ -	
22							\$ -	
23		<b>SUBTOTAL: Subcontracted / Allowance</b>	<b>\$ 861,985</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 861,985</b>	
24		Contractor's Contingency 5%	\$ 43,099				\$ 43,099	
25		<b>SUBTOTAL: Construction Cost W/Contractor's Contingency</b>	<b>\$ 905,084</b>				<b>\$ 905,084</b>	
26		General Condition's	\$ 154,097				\$ 154,097	
27		<b>SUBTOTAL: Subcontracted Cost's</b>	<b>\$ 1,059,181</b>				<b>\$ 1,059,181</b>	
28		General Liability Ins. @ 1.04%	\$ 11,015				\$ 11,015	
29		COC Insurance @ 0.65%	\$ 6,885				\$ 6,885	
30		<b>SUBTOTAL: Subcontracted Cost's</b>	<b>\$ 1,077,081</b>				<b>\$ 1,077,081</b>	
31		Builder's Fee @ 5%	\$ 53,854				\$ 53,854	
32		<b>SUBTOTAL: Construction Cost (fee, GC's, bonds, insurance)</b>	<b>\$ 1,130,935</b>				<b>\$ 1,130,935</b>	
33		Bond @ 1%	\$ 11,309				\$ 11,309	
34		<b>SUBTOTAL: GMP</b>	<b>\$ 1,142,245</b>				<b>\$ 1,142,245</b>	
35		Errors and Omission's Allowance (3%)	\$ 34,267				\$ 34,267	
36		<b>TOTAL GMP:</b>	<b>\$ 1,176,512</b>				<b>\$ 1,176,512</b>	
37								
38		<b>District Contingency ( 12%)</b>	<b>\$ 141,181</b>				<b>\$ 141,181</b>	
39							\$ -	
40							\$ -	
41								
42		<b>TOTAL COST (GMP &amp; District Contingency):</b>	<b>\$ 1,317,694</b>				<b>\$ 1,317,694</b>	

## 11. BUSINESS ADMINISTRATION

### 11.1 Request Authorization to Contract with Bear Data Systems, Inc. to Provide the Remainder of the District's Voice Over IP Telecommunications System

---

**BACKGROUND INFORMATION:** In 2009, the district recognized the need to update its legacy phone system. There was also a need to reduce operational costs, as well as increase efficiency if possible. The opportunity arose to pilot a digital communication system when SVEC was being modernized. The district identified VoIP as a means to accomplish its agenda. This initiative will allow the district to be able to provide more consistent and robust communication and utilize new technology in the administrative and curricular arenas. SVEC was the first pilot site with the district office complex as the next pilot site. After successful implementation at both sites, a digital telecommunications system was integrated into the infrastructure portion of the district's modernization plans. To date, Faller, Pierce and Inyokern Elementary Schools are the school sites which have been successfully converted to the digital Voice Over IP system.

**CURRENT CONSIDERATIONS:** Full conversion to Voice Over IP will greatly enhance the district's ability to provide a robust telecommunication system which can grow with the district's technological needs, especially as it continues to employ more on-line and web-based administrative and educational deliver tools. Additionally, conversion to one digitally oriented system will enable the district to operate more efficiently as it will standardize telephone systems throughout the district and provide service more cost effectively. The system as configured provides a great deal more internal flexibility and control over district telecommunication resources. Some of the benefits and features of this system are:

- Standardized phone system throughout the district
- Consistent phone numbers throughout the district (760-499-1600 through 760-499-2100).
- 4 digit dial to any phone in the district – no local toll charges for inter-district calling.
- Ability to cross-train all IT staff on supporting the phone system. This was not possible with the legacy system since the old PBX telephone system is specialized and generally requires specialized schooling and/or years of experience to manage and maintain. This is not the case with the VoIP system. It is a truly modern system that can be managed and maintained by any modern technology technician.
- Provides a single point of contact for all phone and networking support.
- The expected life span of the hardware components is a minimum of 10 years. This is validated by district experience with CISCO products.

11.1 Request Authorization to Contract with Bear Data Systems, Inc. to Provide the Remainder of the District's Voice Over IP Telecommunications System (continued)

- Reduced ongoing infrastructure costs, this district will no longer have to run or maintain multiple phone lines, one data cable supports the telephone and the computer.
- It will simplify Verizon billing.
- It eliminates erroneous Verizon billing.
- The district will be in complete control of all adds/changes/deletes of phone lines. It will no longer have to wait for Verizon to make these adjustments, saving time and increasing productivity.
- The project also includes network component enhancement.
- Improved district-wide security and emergency notification. (bell schedules, PA system, emergency notification, room controls, building controls, class attendance, etc. all from the handset in the classroom).
- Future-proofing the district for such technologies as:
  - video teleconferencing from the phone
  - virtual field trips
  - paging system integration
  - safety notification
  - virtual Classrooms (record classroom sessions for sick or distance learning students)
  - IP Camera support (Video Surveillance)

Staff has investigated the vendors of digital systems and has concluded that Bear Data is the vendor most responsive to district needs. It also provides significantly enhanced support at a lower cost to the district.

**FINANCIAL IMPLICATIONS:** Staff recommends that the district conclude a lease purchase agreement with Bear Data Systems, Inc. for a Voice Over IP system which will serve the district in its entirety. It is further recommended that the term of the lease be for 3 years at a cost of \$469,495.71 to be paid monthly at the rate of \$13,041.55 per month. Included in this cost is all hardware, software, licenses, maintenance and support. It should be noted that this lease purchase contract will be concluded under the auspices of CMAS. The district will own all contracted items at the conclusion of the lease, with a minimal payment of \$1.00. Savings associated with the adoption of this system is expected to be ~98.0K in the first year and ~68.0K per year thereafter.

11.1 Request Authorization to Contract with Bear Data Systems, Inc. to Provide the Remainder of the District's Voice Over IP Telecommunications System (continued)

---

The appropriate fund source for this item is the Inyokern Schools Financing Authority as these costs relate directly to the corporate infrastructure and facilities of the district. By utilizing this fund source, ~98.0K in savings to the unrestricted general fund will be realized in the first year and ~68.0K per year will be saved for each year thereafter.

This will enable the district to leverage its scarce general fund dollars while providing needed support to its educational and administrative programs.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the Board of Education authorize the district to enter into a contract with Bear Data Systems, Inc. for the lease purchase of voice over IP equipment utilizing Inyokern Schools Financing Authority monies.

## 11. BUSINESS ADMINISTRATION

### 11.2 Adoption of the Sierra Sands Unified School District Budget for Fiscal Year 2011-12

**BACKGROUND INFORMATION:** Education Code Section 42127 requires that on or before July 1 of each year, the governing board adopt a budget and file that budget with the county superintendent of schools.

**CURRENT CONSIDERATIONS:** The May Revise provided little information which differed from that originally obtained in January when the Governor first revealed his proposed 2011-12 State budget. While the fiscal situation nationally and in the state is still very concerning due to environmental and global economic concerns, there are a number of signs that suggest both economies are no longer in decline and are improving slowly and weakly. This is demonstrated by the fact that the U.S. Gross Domestic Product (GDP) has continued to grow slightly, and tax receipts in the state have been somewhat higher than originally projected. On the downside, unemployment rates remain high and construction and housing also remain at low levels.

A feature of this budget not provided in the Governor's January proposal is the new requirement that Local Educational Authorities (school districts) take on the task of providing the administration and funding of special education student mental health needs. This has formerly been the responsibility of county mental health organizations. This new requirement brings with it a number of problematic conditions, not the least of which is the potential for another unfunded mandate. Some funding is expected to accompany this requirement, however districts are directed to assume total financial responsibility regardless of available dedicated funding. Additionally, the fact that the Governor's budget is predicated on the assumption that the temporary taxes enacted by the previous administration and scheduled to be rescinded by July 1 of this year is problematic. Although time is running out on the timely passage of the state budget, the passage of Proposition 25 last year which dictates that State lawmakers will forfeit salary and per diem day for day for each day the budget is late suggests that there is a strong possibility that this year, unlike all of those in the recent past, the budget will be passed on time. Rather discouraging is the knowledge that California continues to be 44<sup>th</sup> in the nation in per-student spending on education as of 2008-09 and will probably remain there for 2011-12. Additionally, the number of qualified and negative certifications for Local Education Authorities continues to be at an all time high. The strategic planning process undertaken by the district guided by the board and directed by the Superintendent remains ongoing especially in the face of these uncertainties.

11.2 Adoption of the Sierra Sands Unified School District Budget for Fiscal Year 2011-12  
(continued)

In accordance with district accepted practice, guidance from School Services of California, the Fiscal Crisis and Management Assistance Team, the California Department of Education and the Kern County Office of Education was used in the formulation of the budget.

The main issues for the 2011-12 budget revolve around the following factors:

- a continuing deficit factor of ~20%, which impacts revenues
- the continuing deferral situation which impacts cash
- continuing declining enrollment trend which also impacts revenues
- the added burden precipitated by the proposed assignment of responsibility for student mental health by LEA's which impacts revenue and personnel resources
- potential impact of the re-authorization of the Elementary and Secondary Education Act which could potentially impact revenue and personnel resources as well as programs.

Assumptions for 2011-2012

- |                                |                      |
|--------------------------------|----------------------|
| • California CPI               | 3.10%                |
| • K-12 Revenue Limit Deficit % | 19.754%              |
| • \$ per ADA                   | \$5,229.38           |
| • Student ADA                  | 4,920                |
| • "Funded" COLA                | 2.24%                |
| • K-3 Class Size               | ~30:1                |
| • Lottery                      | \$111.00 per student |
| • Proposition 20               | \$17.50 per student  |
| • Mandated Cost Reimbursement  | 0                    |
- 2011-2012 budget reflects certificated and classified layoffs
  - Step and Column will be maintained at ~1% for all associations
  - Health and Welfare package will be maintained with a ~6% cost increase
  - The continued use of Tier III flexibility has been very effective in keeping the district from drawing even more of its reserves
  - District share of deferred maintenance contribution will be paid at 100% (267.1K through a transfer from IKSFA)
  - Energy and other cost saving initiatives remain ongoing
  - District Reserve for economic uncertainty will be maintained at 5% in the unrestricted general fund



11.2 Adoption of the Sierra Sands Unified School District Budget for Fiscal Year 2011-12  
(continued)

- Walking distances continue to be strictly enforced
- Federal Jobs funding in the amount of ~1.0M will be utilized in 2011-12 allowing the district to mitigate the effect of the fiscal crisis and the loss of ARRA funds

While the district continues to project deficit spending, it will maintain its positive certification due to its use of reserves in the ending fund balance. Additionally, the use of Tier III flexibility continues to keep the district from having to depend more heavily on its reserves. It should be noted that the almost 20% deficiated COLA precipitated by the current fiscal crisis, must be restored by the state at some time. The longer the state continues to be in this situation, the more problematic eventual restoration becomes. It is anticipated that the restoration will begin when the State begins to experience more financial stability. It is expected that restoration will be incremental over a number of years. The ending fund balance remains positive at ~2.6M. The 5% Board directed reserve of ~2.1M is continued in the unrestricted general fund. Fund 17 continues to be a reliable reserve upon which the district can draw in the event of an unforeseen circumstance.

Cash continues to be problematic. In 2011-12, approximately 40% of expected revenue will be deferred, ~29% of which will be deferred into 2012-13. This continues to put a strain on the district's cash. At this time, borrowing from Fund 17 is not anticipated.

District ADA continues to decline and is projected at 4920 in the 2011-12 budget.

The School Services of California Dartboard projects COLA for 2012-13 and 2013-14 at 3.20% and 2.70% respectively. The 2011-12 and 2012-13 budgets reflect the extensions of K2 CSR and Tier III flexibility. They also reflect a positive financial condition in both years.

The out-years continue to remain challenging. The longer the state goes without a more permanent budget solution that is actually implementable, the worse the picture looks for education now and especially in the out-years. The effect of the continued deficits and deferrals only gets worse as time goes on. This is particularly disturbing for education. Absent a permanent solution, programs will continue to erode, fiscal solvency will be severely compromised and the district will be unable to perform its mission of educating the students of our community.

11.2 Adoption of the Sierra Sands Unified School District Budget for Fiscal Year 2011-12  
(continued)

The district continues to maintain its realistic stance in budgeting and also continues its practice of calling upon reserves where appropriate. This is of particular interest going forward as emerging facilities and other needs emerge. The continued use of reserve funds has been and will continue to be helpful as the district strives to accomplish its mission of providing the best possible education to the students of our community. Specific in this regard is the use of funds contained in the Inyokern Schools Financing Authority. As in 2010-11, the district plans to draw upon those monies to fund the district portion of its Deferred Maintenance Contribution (~267.1K), a secondary reading adoption (~500K) and other appropriate, urgent facilities issues as they emerge.

In summary, 2010-11 looks a great deal like the situation the district has been dealing with since 2008-2009. The federal, state, and hence the district's fiscal problems continue. School districts and other agencies are significantly affected and have little ability to effect solutions to their budgets. Sierra Sands continues to be proactive in looking for solutions while maintaining its integrity as a provider of education for the students of this community.

FINANCIAL IMPLICATIONS: The district continues to remain fiscally solvent in 2011-12 and the two out-years during this time of continued financial challenge.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt the proposed budget for the 2011-12 school year as presented.

## 12. PUBLIC HEARING

### 12.1 Initial Contract Proposal for a Successor Agreement for 2011-12 from Chapter 188 of the California School Employees Association to the Board of Education

---

BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association submitted its initial contract proposal for reopeners for 2011-12 to the Board of Education at its regular meeting of June 16, 2011.

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

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the initial contract proposal for a successor agreement for 2011-12 from the Chapter 188 of the California School Employees Association to the Board of Education as presented.

## 12. PUBLIC HEARING

### 12.2 Initial Contract Proposal for a Successor Agreement for 2011-12 from the Board of Education to Chapter 188 of the California School Employees Association

BACKGROUND INFORMATION: The Board of Education at the regular meeting of June 16, 2011 submitted its initial contract proposal for a successor agreement for 2011-12 to Chapter 188 of the California School Employees Association.

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

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the initial contract proposal for a successor agreement for 2011-12 from the Board of Education to Chapter 188 of the California School Employees Association as presented.

13. CONSENT CALENDAR

13.1 Approval of “A” and “B” Warrants

---

CURRENT CONSIDERATIONS: “A” and “B” warrants released in May, 2011 are submitted for approval. “A” warrants totaled \$2,162,656.10 “B” warrants totaled \$1,421,763.87.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for May, 2011 as presented.

This list represents the "A" and "B" warrants released during the month of **May 2011**  
The "A" and "B" warrant registers are available in the business office for your review.

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

### **"A" WARRANTS**

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,530,882.35
End of month classified	\$484,913.06
10th of month certificated	\$76,497.53
10th of month classified	\$70,363.16
<b>Total "A" Warrants</b>	<b>\$2,162,656.10</b>

### **"B" WARRANTS**

<u>Register Number</u>	<u>Amount</u>
Batch 221	\$58,712.55
Batch 229	\$81,673.54
Batch 230	\$78,056.02
Batch 231	\$15,276.71
Batch 232	\$40,649.56
Batch 233	Food Service
Batch 234	\$98,916.43
Batch 235	\$43,614.09
Batch 236	\$5,796.27
Batch 237	\$67,494.22
Batch 238	\$23,132.70
Batch 239	\$52,090.40
Batch 240	Food Service
Batch 241	\$77,990.16
Batch 242	\$162,658.63
Batch 243	\$0.00
Batch 244	\$1,988.37
Batch 245	\$300,107.45
Batch 246	\$80,955.42
Batch 247	Food Service
Batch 248	\$5,116.38
Batch 249	\$101,514.57
Batch 250	\$32,612.00
Batch 251	Food Service
Batch 252	\$8,032.03
Batch 253	\$85,376.37
Batch 254	Food Service

**Total "B" Warrants** **\$1,421,763.87**

### 13. CONSENT CALENDAR

#### 13.2 Authorization to Utilize the Unrestricted General Fund to Provide Funds on a Temporary Basis to Fund 12 (Preschool) throughout the 2011-12 School Year

---

**BACKGROUND INFORMATION:** The district has operated a state preschool at the Inyokern Elementary School since 1998. In January of 2006, a second state preschool program began operation at Pierce Elementary School. In January of 2009, a third state preschool program associated with Faller Elementary School began. All three preschools are well attended and are successfully accomplishing their mission. As part of the preschool program, the district contracts with Leapin' Lizards for staff and other support. In its role as fiscal agent, the district handles the billing, receives reimbursements, orders materials, acts as purchasing agent, and pays all the bills associated with all three preschools.

**CURRENT CONSIDERATIONS:** The preschool program is funded through reimbursements from the state after expenses have been incurred. The staff at Leapin' Lizards is paid bimonthly while Sierra Sands Unified School District is reimbursed by the state on a monthly basis. With three fully staffed preschools, the preschool fund (Fund 12) may experience a temporary shortage of funds periodically throughout the year, due to the fact that the state reimburses once per month and salaries must be paid twice a month. In order to ensure timely payments, approval is requested for the periodic advancement of monies from the unrestricted general fund to Fund 12 on a temporary basis for the 2011-12 school year. This assistance was extended to the program during the 2010-2011 school year with no adverse effect on the district.

**FINANCIAL IMPLICATIONS:** There will be no net cost to the district. All funds will be replaced in the unrestricted general fund prior to the close of the 2011-12 fiscal year.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board authorize the utilization of general fund monies to temporarily fund preschool expenses on an as needed basis for the 2011-12 school year. The general fund will be reimbursed for these expenditures upon receipt of funding from the state.

13. CONSENT CALENDAR

13.3 Approval of Contract Renewal with Susan Stuart & Associates to Provide Professional Services in Reserving School Facilities Program Funds for Modernization and New Construction Projects

---

BACKGROUND INFORMATION: The district has utilized the services of Susan Stuart & Associates regarding various district facilities issues since 2006.

CURRENT CONSIDERATIONS: Susan Stuart and Associates has continued to provide the district with excellent guidance, advice and service in the area of facilities funding. This extends to facilitating relations with the State Allocation Board and assisting the district with receiving its fair share of Schools Facilities Program funds as well as facilitating the introduction of legislation favorable to the district. Susan Stuart and Associates also continues to work with the district in its effort to increase the geographic index factor for Sierra Sands. They also provide advice on district facilities issues.

FINANCIAL IMPLICATIONS: In recognition of the ongoing fiscal problems experienced by the district as a result of the state's negative fiscal situation, Susan Stuart & Associates has again agreed to maintain their fees at the previously reduced 2009-10 level of \$900 per month. It is appropriate to use developer fee monies for this contract.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve renewal of the contract with Susan Stuart & Associates for services as presented.



# **Stuart & Associates**

## **Governmental Consultants**

### **AGREEMENT**

THIS AGREEMENT is entered into this first day of July 1, 2011, by and between the **Sierra Sands Unified School District ("District")** and **STUART & ASSOCIATES, ("Consultant")** with respect to the following recitals:

- A. The **District** desires to obtain professional consulting and informational services relating to school facilities issues, and
- B. **Consultant** desires to provide services to the **District**;

### **SCHOOL FACILITIES**

**The Consultant will monitor and advocate for the following:**

- Represent the District to achieve a higher "Geographical Index" for school facilities projects.
- Work with the District to maximize state funding towards all school facilities projects.
- Represent the District in discussions and deliberations regarding the State Facilities Bond Legislation and subsequent regulation deliberations at the State Allocation Board Implementation Committee to ensure the needs of the District are represented when legislation and regulations are developed.
- Provide reports on pending and approved education legislation and facilities-related legislation
- Provide State Allocation Board meeting update reports
- Provide SAB Implementation Committee meeting update reports

In order to accomplish this, the Consultant will work with:

## **STATE ALLOCATION BOARD (SAB)**

- Familiarize SAB members with impact of changes in rules and regulations on the district
- Inform the district of any SAB actions and Implementation Committee recommendations affecting the District

## **OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC)**

- Work with OPSC staff towards any administrative solution to school facilities issues
- Work with OPSC staff in monitoring each phase of the application process to ensure timely processing of data
- Advise the District of changes in policy proposed by OPSC
- Enlist the help of OPSC staff to assist in administrative adaptations of procedure and policy to meet the needs of the District

## **LEGISLATION**

- Advise the District of pending legislation that would affect the district
- Prepare testimony and written materials in support or opposition to legislation
- Coordinate testimony at legislative hearings on pertinent legislation or State Budget Issues
- Meet with District's Legislators and arrange meetings with district personnel when appropriate

## **TERMS**

The **Consultant's** services described above shall commence on July 1, 2011 through June 30, 2012.

## **INDEPENDENT CONTRACTOR/ ENTITLEMENT**

Consultant, and any and all agents and employees of Consultant, are agreed to be independent contractors in their performance under this Agreement and are not officers, employees or agents of the District. Consultant agrees that it has no entitlement to any future contracts or work from the District or to any employment or fringe benefits from the District.

## **INDEMNITY**

Consultant shall indemnify, defend, save and hold harmless the District, its Board of Trustees, officers, agents and employees from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of Consultant's performance of, or failure to perform the work required by this Agreement.

## **COMPENSATION**

For the services outlined above, Consultant shall be compensated \$900 monthly, beginning July 1, 2011. Consultant shall provide invoices of \$900 due and payable upon receipt of the invoice, provided on the first of each month. Consultant will not charge for normal office expenses such as telephone, fax, copying, etc. However, District shall reimburse Consultant for any other district-approved expenses, such as travel. This agreement will be re-negotiated in writing in the event district-specific legislation or an appeal to the State Allocation Board is necessary.

**TAXES**

Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not make any deductions nor withhold any sums from compensation payable to Consultant.

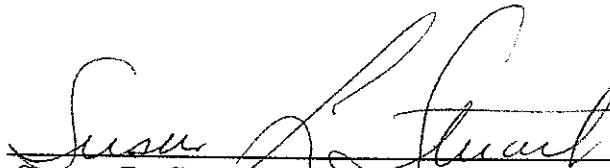
**TERMINATION**

District or Consultant may terminate this Agreement by written notice to the other, thirty (30) days prior to the date of termination.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Sierra Sands Unified School District**

Dated: 6/7/11

  
\_\_\_\_\_  
**Susan L. Stuart, STUART & ASSOCIATES**

13. CONSENT CALENDAR

13.4 Approval of a Professional Services Agreement with the Law Firm of Fagen Friedman & Fulfroft, LLP for Legal Services

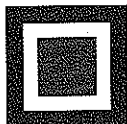
---

BACKGROUND INFORMATION: The district has had an ongoing positive relationship with the law firm of Fagen Friedman & Fulfroft, LLP for legal counsel since 2006.

CURRENT CONSIDERATIONS: The district continues to be extremely satisfied by the services rendered by Ms. Melanie Petersen, the district's primary counsel, her associate, Mr. Adams and their colleagues at Fagen Friedman & Fulfroft, LLP. In light of the district's continued satisfaction with Fagen Friedman & Fulfroft, LLP, the district wishes to continue its association with the firm for legal services. A copy of the professional services agreement and fee schedule is attached.

FINANCIAL IMPLICATIONS: For the first time in three years, Fagen Friedman & Fulfroft has raised its rates. While several cost categories did not change, the average increase was ~3.3%. Funding for this item is appropriate for the unrestricted general fund.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the renewal of the district's professional services agreement with the law firm of Fagen Friedman & Fulfroft, LLP for legal services as presented.



## Fagen Friedman & Fulfroft LLP

Peter K. Fagen  
Howard A. Friedman  
Howard J. Fulfroft  
Melanie A. Petersen  
Laurie E. Reynolds  
Kathleen J. McKee  
James B. Fernow  
Christopher D. Keeler  
Jan E. Tomskey  
Jonathan P. Read  
Christopher J. Fernandes  
Douglas N. Freifeld  
Diane Marshall-Freeman  
Roy A. Combs  
Mark S. Williams  
Lenore Silverman  
Kimberly A. Smith  
Brian D. Bock  
Rob V. Piacente  
Elizabeth B. Mori  
Namita S. Brown  
Wesley B. Parsons  
Gretchen M. Shipley  
Anne M. Sherlock  
David A. Moreno  
Dean T. Adams

William F. Schuetz, Jr.  
Shawn Olson Brown  
Kelly R. Minnehan  
Airionna S. Whitaker  
Angela Gordon  
Cynthia M. Smith  
Emily E. Sugrue  
Jennifer R. Rowe  
Joshua A. Stevens  
Lyndsy B. Rutherford  
Tiffany M. Santos  
L. Carlos Villegas  
Kerrie E. Taylor  
Maggy M. Athanasious  
Susan B. Winkelman  
Gregory Rodriguez  
Andrea N. Epps  
Anna J. Miller  
Melissa Phung  
Keith Yanov  
Jordan I. Bilbeisi  
Kelley A. Owens  
Leslie A. Reed  
Martha I. Casillas  
Melanie D. Seymour

Diana McDonough  
Lynn Murphy, Ed.D.  
Of Counsel

May 9, 2011

Joanna Rummer  
Superintendent  
Sierra Sands Unified School District  
113 Felspar  
Ridgecrest, CA 93555

Peter K. Fagen  
Direct Dial: 760-304-6009  
pfagen@fagenfriedman.com

Re: Agreement for Legal Services 2011-2012 School Year

Dear Joanna:

As we approach our fifth anniversary, we want to share our sincere gratitude for the trust that you place in our counsel and services.

We have continually strived to deliver exceptional legal and professional services, and maintain the lowest billing rates among all high-quality, full-service education law firms in the state. Maintaining low rates without compromising service and efficiency is part of our ongoing commitment to help public schools deal with the perpetual fiscal challenges presented by these difficult economic times.

As part of our commitment to client cost containment, and unique to our firm, we continue to bill in tenths of hours and we charge all travel from the F3 office closest to the client, which allows us to access the best and brightest talent for projects without burdening you with additional costs. There are many places to hide fees; we know them and avoid them. Honesty, integrity and fairness are our tenets.

You can count on F3 to maintain the lowest possible industry rates; however, at this time, and after a careful and comprehensive analysis, we must make a modest adjustment. Even with this modest increase, our firm will continue to charge among the lowest legal fees in the industry. In order to continue offering the highest level of legal expertise and service, we must implement a new contract and rate structure beginning with the 2011 fiscal school year.

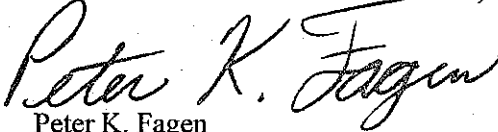
We work closely with over 400 of the state's public education institutions, and we know that the state's fiscal crisis has you looking at new delivery models, and creative solutions that were never before considered. To that point, if you feel that you want to discuss the notion of alternative service models, we are open to your ideas. Just as you must examine new ways of doing business, so too are we open to creative solutions.

May 9, 2011  
Page 2

Enclosed please find our new agreement for legal services for 2011-2012. Once your board has approved the agreement, please retain one copy, and sign and return the original to us in the enclosed self-addressed envelope. If you have any questions regarding our contract please do not hesitate to contact us. We value our relationship with you. Thank you.

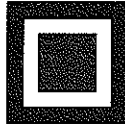
Sincerely,

FAGEN FRIEDMAN & FULFROST, LLP

A handwritten signature in cursive script that reads "Peter K. Fagen". The signature is written in dark ink and is positioned above the printed name.

Peter K. Fagen  
PKF:ncc

PKF/268449.1



**AGREEMENT FOR LEGAL SERVICES**

This agreement is by and between Sierra Sands Unified School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2011:

**1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

**2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

**3. CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

**4. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**5. COSTS AND OTHER CHARGES.** (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other



similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**6. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**7. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

**8. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**10. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**12. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**13. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.


THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT. IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Sierra Sands Unified School District

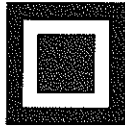
\_\_\_\_\_  
Joanna Rummer, Superintendent

DATE: \_\_\_\_\_

Fagen Friedman & Fulfrost, LLP

  
Peter K. Fagen, Managing Partner

DATE: 5/10/11



Fagen Friedman & Fulfroft LLP

**PROFESSIONAL RATE SCHEDULE**

Sierra Sands Unified School District  
(Effective July 1, 2011)

**1. HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$ 185 - \$ 215 per hour
Partner	\$ 215 - \$ 265 per hour
Of-Counsel	\$ 220 - \$ 265 per hour
Paralegal/Law Clerk	\$ 110 - \$ 130 per hour
Consultant	\$ 145 - \$ 195 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

**2. COSTS AND EXPENSES**

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

00001.00021/268423.1

### 13. CONSENT CALENDAR

#### 13.5 Contract with the San Joaquin County Office of Education for use of the Special Education Information System (SEIS).

---

**BACKGROUND INFORMATION:** California Education Code Section 56601(a) (Part 30) provides the statutory authority to the California Department of Education (CDE) to collect special education data, at least annually, in a form and manner determined by the State Superintendent of Schools. The CDE, under this authority, has made the decision to collect student level data electronically, twice a year. Section 1418 of the Individuals with Disabilities Education Improvement Act (IDEA) 2004 of the federal statutes (Title 20 U.S.C. Chapter 33) requires that each state education agency (SEA) collect statistical and programmatic information on students enrolled in special education in order to apply for federal funds.

**CURRENT CONSIDERATIONS:** SEIS is a web-based IEP and data management tool. It was originally created to make IEPs easier for teachers to complete and track. Additional functions were added to include the ability to generate the data required by the CDE in the CASEMIS report.

Some of the key features in SEIS include:

- Automation-Once the information is entered into the data base, it can be used in other formats such as IEP notifications, state-required reports and customized reports.
- Simplicity-IEPs are more easily revised, are clearer and easier to read, and well-organized; redundant information can be entered only once, decreasing preparation time; pull/drop-down menus, radio buttons, and check boxes increase accuracy of coded items.
- CASEMIS Preparation-Because CASEMIS information is required on the IEP, SEIS automatically ties CASEMIS code to the information inputted by the teachers. SEIS has a CASEMIS error checking component that validates the information before completing the IEP process.
- Goal Banks-There is a an IEP-linked library of standards-based essential goals and objectives available to the special education teachers. Teacher can select goals and objectives from the library or create their own unique goals and objectives library. Selected goals and objectives will automatically copy onto the IEP.
- Data Centralization and Transferability-Demographic and IEP information follows the student from teacher to teacher, site to site, district to district and SELPA to SELPA within participating SELPAs.

13.5 Contract with the San Joaquin County Office of Education for use of the Special Education Information System (SEIS) (continued)

The information in the SEIS system can be uploaded into Aeries, thus eliminating the need for redundant data entry.

Contracting with the San Joaquin County Office of Education for use of the SEIS system allows the staff of Sierra Sands to manage special education student data in a more efficient manner.

FINANCIAL IMPLICATIONS: The cost of a three year renewal license fee including the annual DRDP fee is \$8,636 per year. The contract will be paid with special education funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board approve a three-year renewal contract with the San Joaquin County Office of Education for use of the SEIS system as presented.

## **SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

### **SPECIAL EDUCATION INFORMATION SYSTEM**

#### **LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into this 1st day of July, 2011, by and between the San Joaquin County Office of Education, a county office of education of the state of California, (hereinafter "Provider") and the Sierra Sands Special Education Local Plan Area (hereinafter "Customer"), a special education local plan area of the state of California.

#### **INTRODUCTION**

**WHEREAS**, the Provider is the creator and owner of a web-based suite of tools, known as the Special Education Information System (hereinafter "SEIS"), for use by special education programs in formulating, updating, tracking, storing and reporting on student data and Individualized Education Plans ("IEP's").

**WHEREAS**, Customer is interested in contracting with Provider in order to use SEIS in Customer's region.

**NOW, THEREFORE**, the Parties hereto agree as follows:

#### **ARTICLE I DEFINITIONS**

1.1 "Administrative Contact" means the individual authorized by Customer to receive and provide information required to administer this Agreement.

1.2 "Agreement" means this License Agreement.

1.3 "Authorized User" means the individual(s) authorized to access SEIS on behalf of the Customer according to the terms of this Agreement.

1.4 "Customer Data" means documents, information and data submitted to Provider by Customer for processing through SEIS and/or documents, information and data input or maintained in SEIS by Customer.

1.5 "Effective Date" means the date set forth above, provided that this Agreement is fully executed by both the Provider and the Customer.

1.6 "IEP" means a special education student's Individualized Education Plan, Individual Service Plan, or Individual Infant Service Plan.

1.7 "Password" means the License code provided to Customer's Authorized Users to enable access to SEIS.

1.8 "Personal User Identification" means the identification code given to Customer's Authorized Users.

1.9 “SEIS” means the Special Education Information System as more fully described in Appendix “A” which is hereby incorporated by reference as if fully set out herein.

1.10 “SEIS Component” means a component part of SEIS designed to perform a particular function as more fully described in Appendix “A.”

1.11 “SELPA” means Customer’s Special Education Local Plan Area.

## **ARTICLE II SEIS SERVICES**

2.1 Commencing on the Effective Date, Customer shall have the nonexclusive right, for the purposes and subject to the terms and conditions stated in this Agreement, for Customer’s Authorized Users to obtain access to and use SEIS at [www.seis.org](http://www.seis.org).

2.2 SEIS is a full-featured, multi-leveled system for managing IEPs consisting of the following SEIS Components as more fully described in Appendix “A”:

- (a) IEP Creation/Update Component
- (b) Goals/Objectives Library Component
- (c) IEP Team/Student Assignment Component
- (d) CASEMIS and Custom Reports Component
- (e) Records Retention and Archiving Component

2.3 Hosting, Enhancement And Maintenance.

(a) SEIS will be hosted for the Customer for a period of thirty six (36) months commencing with the Effective Date.

(b) Help Desk Services: Both telephone and online Help Desk service will be provided for the duration of this Agreement. Help Desk hours are Monday through Friday 8:00 a.m. through 5:00 p.m., excluding Provider’s holidays. During these hours, Provider shall endeavor to respond to Help Desk inquiries within 24 hours of receipt (weekends and holidays excluded).

(c) It is anticipated that enhancements to SEIS will be ongoing.

2.4 It is understood and agreed that maintenance may be required from time to time and Provider will endeavor to provide Customer with reasonable prior notice of such maintenance by posting such notice on the home page of SEIS. It is also understood that emergency maintenance may be required and, in such case, prior notice of such maintenance will not be provided to Customers.

## **ARTICLE III**



## **LICENSE FEE AND PAYMENT TERMS**

3.1 **License Fee:** In consideration for the License of SEIS as provided herein, Customer agrees to pay Provider the License Fees based on a current year SELPA December 1 Count as reported to the state and specified below. In the event the Customer's most recent SELPA December 1 Count is greater than 999; the following fees shall be revised according to the Provider's then, current Fee Schedule:

(a) Year One Renewal License Fee; including the Annual DRDP Fee (2011/2012 FY): Eight Thousand, Six Hundred, Thirty-Six Dollars (\$8,636)

(b) Year Two Renewal License Fee; including the Annual DRDP Fee (2012/2013 FY): Eight Thousand, Six Hundred, Thirty-Six Dollars (\$8,636)

(c) Year Three Renewal License Fee; including the Annual DRDP Fee (2013/2014 FY) Eight Thousand, Six Hundred, Thirty-Six Dollars (\$8,636)

### **3.2 Payment Terms:**

(a) Year One License Fee: Customer shall be on Effective Date of this License occurred.

(b) Year Two License Fee: Customer shall be invoiced twelve (12) months after the Year One License Fee invoice date.

(c) Year Three License Fee: Customer shall be invoiced twenty four (24) months after the Year One License Fee invoice date.

(d) Customer shall remit payment to Provider within thirty (30) calendar days of Customer's receipt of invoices.

### **3.3 Cost Recovery:**

(a) Provider, as a County Office of Education, is a public entity and hence, bills Customers on a cost recovery basis. In order to ensure that Customer charges keep pace with Provider's actual costs, License fees are reviewed and re-negotiated on a three-year cycle.

(b) The current SEIS Fee Schedule is attached hereto as Appendix "C."

## **ARTICLE IV TERM AND TERMINATION**

4.1 This Agreement shall be in effect between the Provider and the Customer beginning with the Effective Date and terminating 36 months from the Effective Date.

4.2 Either Provider or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid License Fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Agreement,



Provider shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

4.3 The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

## **ARTICLE V CONTENT AND USE OF SEIS**

5.1 The Customer shall have the right to provide Customer Data to Provider for inclusion in SEIS as follows:

(a) Customer is authorized to submit Customer Data to SEIS. By submission of Customer Data to Provider, Customer grants Provider a nonexclusive, royalty-free license to include the Customer Data in Provider's SEIS for use by Customer's Authorized Users of SEIS, with such use to include, but not be limited to copying, displaying, modifying, and preparation of reports under the terms and conditions of this Agreement.

(b) Customer hereby warrants and represents that such Customer Data does not violate any intellectual property rights or privacy rights of third parties. Customer hereby agrees to indemnify, defend and hold harmless Provider from any and all liability associated with Provider's inclusion of Customer Data in SEIS. Customer further assumes sole responsibility for compliance with all intellectual property and privacy laws by any Authorized Users of the customer.

5.2 Customer shall have the right to possession of its Customer Data at all times during the term of this Agreement and immediately on the termination of this Agreement.

## **ARTICLE VI PROVIDER'S PROPRIETARY RIGHTS IN SEIS/NONDISCLOSURE**

6.1 Customer acknowledges that SEIS is the property of the Provider and that the value of SEIS is in part determined by the Provider's ability to limit access to and use of SEIS.

6.2 With the exception of Non-public agencies and/or service providers in which the Customer's students are placed, the Customer agrees not to disclose or make available to any third party any of Provider's proprietary property to which Customer is granted access pursuant to this Agreement, including, without limitation, manuals and instructions for operation of SEIS, knowledge of operating methods, Passwords, Personal User Identification, and the names and designations of any equipment comprising the system.

6.3 To further protect the Provider's Proprietary Rights in SEIS, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS, of the obligations of Customer under this Agreement and require each Authorized User to maintain those obligations.

6.4 SEIS and all supporting documentation shall remain the property of the Provider.

## **ARTICLE VII PROTECTION OF PRIVATE CUSTOMER DATA**

7.1 Customer and Provider recognize that some Customer Data relates to pupils in the SELPA and are confidential pursuant to relevant federal and state law, including but not limited to 20 USC section 1232(g) and Education Code sections 49060, *et seq.* Both Customer and Provider certify they will each abide by all applicable state and federal laws concerning confidential student records.

7.2 Customer shall inform each Authorized User of the need to protect Customer Data containing private student information. Customer agrees not to disclose or make available to any third party any private student information to which Customer's Authorized users are granted access pursuant to this Agreement.

7.3 To further protect Customer Data, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS, of the obligations of Customer under this Agreement, and require each Authorized User to maintain those obligations.

7.4 Customer Data shall remain the property of Customer.

7.5 Provider will use its best effort to protect Customer Data from changes or physical loss or destruction through the operation of its computer system or by its personnel. "Best efforts" shall include weekly backup of all input provided by Customer and offsite storage of backup material for a 30-day period.

**ARTICLE VIII**  
**PERSONAL USER IDENTIFICATION AND PASSWORD PROVIDED**

8.1 Customer's Authorized Users shall gain access to SEIS via the Internet through the Authorized Users' Personal User Identification and Password.

8.2 Immediately following the initial data loading of Authorized Users, Customer shall assume sole responsibility for the management of Personal User Identification and Passwords for all Customers' Authorized Users. The Customers' Administrative Contact, or designee at either the SELPA or school district level, shall be responsible for ensuring that Personal User Identification and Passwords are provided only to Authorized Users and for managing, disabling or authorizing new Authorized Users Personal User Identification and Passwords.

**ARTICLE IX**  
**PASSWORD USE AND SECURITY**

9.1 Customer agrees to assume sole responsibility for the security of the Passwords issued to it. Customer is solely responsible for disabling lost or stolen Passwords and Personal User Identification and for disabling user accounts that are no longer active.

**ARTICLE X**  
**LIABILITY FOR FAILURES OR DELAYS**

10.1 Customer agrees that Provider shall not be liable for any delays or failures in performance or for any interruption of Provider's service and further agrees to indemnify and hold Provider harmless from any loss or claims or loss arising out of the use of Provider's service or any materials provided under this Agreement.

**ARTICLE XI**  
**WARRANTY DISCLAIMER**

11.1 PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. PROVIDER ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY PROVIDER. CUSTOMER AGREES THAT PROVIDER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

**ARTICLE XII**



## DEFAULT

12.1 Events Of Default. This Agreement may be terminated by the nondefaulting party if any of the following events occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (3) if a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (4) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

12.2 Obligations On Termination By Default. Within ten (10) days after termination of this Agreement, Customer shall cease and desist use of SEIS. Provider reserves the right to disable any and all Passwords issued to Customer upon Customer's default herein.

## ARTICLE XIII NOTICES

13.1 All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one (1) day after being sent by overnight courier, charges prepaid, with confirming fax; and addressed as first set forth below or to such other address as the party to receive the notice so designates by written notice to the other party.

### Provider

Name: San Joaquin County Office  
of Education

Attn: Johnny Arguelles, Director, Center  
For Educational Development  
And Research

Address: 2901 Arch-Airport Road  
P.O. Box 213030  
Stockton, CA 95215

Phone: (209) 468-5924

Fax: (209) 468-9235

### Customer

Name: Sierra Sands SELPA

Attn: Elaine Littleton  
Executive Director

Address: 113 Felspar  
Ridgecrest, CA 93555

Phone: (760) 374-8736

Fax: (760) 446-8074

**ARTICLE XIV  
GOVERNING LAW, JURISDICTION AND VENUE**

14.1 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the state of California.

14.2 The California state court, County of San Joaquin, shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Customer hereby consents to the jurisdiction of such courts.

**ARTICLE XV  
SEVERABILITY**

15.1 If any provisions of this Agreement shall be held to be invalid, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

**ARTICLE XVI  
NONASSIGNABILITY**

16.1 This Agreement and the rights and benefits conferred upon Customer hereunder may not be assigned or otherwise transferred by Customer without prior written consent of the Provider.

**ARTICLE XVII  
ENTIRE AGREEMENT**

17.1 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein.

**ARTICLE XVIII  
MODIFICATIONS**

18.1 This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representatives.

**ARTICLE XIX  
NONWAIVER OF RIGHTS**

19.1 Customer and Provider agree that no failure to exercise and no delay in exercising any right, power, or privilege on the part of either party shall operate as a waiver of any right, power or privilege under this Agreement. Customer and Provider further agree that no single or partial exercise of any right, power, or privilege under this Agreement shall preclude further

exercise thereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

**Provider**

San Joaquin County Office of Education

By: \_\_\_\_\_

Name: Johnny Arguelles

Title: Director, CEDR

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

**Customer**

Sierra Sands SELPA

By: Elaine Littleton

Name: Elaine Littleton

Title: Executive Director

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



## APPENDIX "A"

### SAN JOAQUIN COUNTY OFFICE OF EDUCATION

#### SPECIAL EDUCATION INFORMATION SYSTEM

##### DESCRIPTION

SEIS was initially created by the Provider and the San Joaquin SELPA, to make IEPs easier for teachers to complete and track using a web-based system. Gradually, additional functions were added, including an MIS (CASEMIS) utility, the ACSA/CARS+ and SEACO standards-based goals banks, and report generator utilities. Since its launch in 2003, SEIS has proven to be an effective tool for both teachers and administrators in over seventy SELPAs around the state. Some key features in SEIS include:

*Automation* -- Information can be used in other formats such as IEP notifications, state-required reports, and customized report.

*Simplicity* -- IEPs are more easily revised, are clearer and easier to read, and well organized; redundant information can be entered only once, decreasing preparation time; pull/drop-down menus, radio buttons, and check boxes increase accuracy of coded items.

*CASEMIS Preparations* -- Because CASEMIS information is required on the IEP, the Provider automatically ties CASMIS code to the information inputted by the teachers and service provides. Furthermore, the Provider incorporates as CASEMIS error checking component that validates the information before completing the IEP process. This process has completely automates the preparation of CASEMIS data, because the CASEMIS error is caught at the point of initial input. Also, prior to reporting time, SEIS will flag all student records where CASEMIS errors are identified and link directly to those errors to streamline the correction of errors.

*Goal Banks* -- There is an easily-accessible and IEP-linked library of standards-based essential goals and objectives (benchmarks). Through an agreement with ACSA/CARS+ and SEACO we are able to add the latest generation of their work to SEIS, which includes LSH and transition resources. Teachers have a choice of selecting standards-based goals and objectives from the ACSA/CARS+ library, the SEACO goal bank, the BASICS goal bank, or creating their own unique goals and objectives library or accessing goals and objectives created by other special education staff within the SELPA or across the state. The linked goal library allows Teacher to search any of the above listed goal banks select a goal and any number of objectives. With a single click, these goals and objectives will automatically copy onto the IEP and can be customized and saved into the Teacher's individual goal bank.

*Data Centralization and Transferability* -- Demographic and IEP information follows the student from teacher to teacher, site to site, district to district, and SELPA to SELPA within participating SELPAs; Student transfers are instant and IEP history can be viewed ensuring continuity of the educational plans for students. For example, when a new student enters into a SELPA the system requires the user to search the entire state-wide SEIS database before adding a new record. If the student appears in another SELPA, a link is available to request a transfer. The user can click the Request Transfer link and a notification will be sent to the student's current SELPA, informing them of the transfer request and they can process the transfer in minutes. Once the request is processed, the new SELPA has access to that student's entire IEP history, service, service provider history, eligibility status history, etc.

**APPENDIX "C"**

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

**SPECIAL EDUCATION INFORMATION SYSTEM**

**FEE SCHEDULE**

---

**July 2010 through June 2011**

<b>SELPA SIZE</b>	<b>SET UP/FIRST YEAR</b>	<b>ANNUAL FEE IN SUBSEQUENT YEARS</b>
<b>(Special Ed. Students)</b>	<b>OPERATION</b>	
0-500	\$10,544	\$4,218
501-999	\$21,087	\$8,435
1000-2,999	\$30,124	\$12,050
3000-4999	\$42,174	\$16,870
5000-6,999	\$50,032	\$20,013
7000-8999	\$60,249	\$24,099
9000-10,999	\$74,656	\$29,862
11000-14,999	\$84,348	\$33,739
15000-24,999	\$96,398	\$38,559
25,000-32,999	\$114,472	\$45,789



### 13. CONSENT CALENDAR

#### 13.6 Contract With Paradigm HealthCare for Medi-Cal Billing Management Services

---

**BACKGROUND INFORMATION:** The Medicaid program is a national health program designed to furnish medical assistance to families; to the aged, blind, disabled; and to individuals whose income and resources are insufficient to meet the cost of necessary medical services. Established under Title XIX of the Social Security Act, the program is a state/federal partnership administered by the Department of Health and Human Services (DHHS). In California, it is referred to as Medi-Cal.

The Medi-Cal Administrative Activities (MAA) Program offers a way for Local Government Agencies (LGAs) and Local Educational Agencies (LEAs) to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. The MAA program is funded by federal and local funds and is authorized under the California's Welfare and Institutions Code (WIC), Section 14132.47.

California has developed rules and regulations for program administration within the confines for the federal rules. Each Local Educational Agency must have a signed contract with the Department of Health and Human Services and an approved claiming plan. Because of the complicated process involved, most school districts contract with a health care vendor for Medi-Cal billing services.

**CURRENT CONSIDERATIONS:** Paradigm HealthCare Services (Paradigm) is a California corporation that has been in business since 1989. Paradigm has been providing Medi-Cal billing services to California school districts, county offices of education, and local government agencies since 1993.

Paradigm's proposal covers the following billing services:

1. Methods for Data Collection
2. Billing Procedures
3. Training
4. Confidentiality of Records
5. Audit Support/Data Storage
6. Management Reports
7. Coordination with the District
8. Added Value: Paradigm Technologies

13.6 Contract With Paradigm HealthCare for Medi-Cal Billing Management Services (continued)

A recent change in the LEA billing program has resulted in the requirement for the LEA to reconcile costs associated with providing health services with the reimbursements received throughout the year using the Stat-approved CRCS Workbook. As an added service, Paradigm will complete the CRCS Workbook on behalf of the district.

**FINANCIAL IMPLICATION:** The money to pay for the services comes from the gross amounts of reimbursements made to the LEA under the following fee structure:

13.5% of gross amounts paid to LEA, up to \$500,000

10.8% of gross amounts paid to LEA, from \$500,000 to \$1 million

9% of gross amounts paid to LEA, above \$1 million

Paradigm will invoice the district only after payment has been received from DHCS.

Paradigm's fee for CRCS Services will be equal to the lesser of \$7,500 or 1.8% of the "Medi-Cal Maximum Reimbursable" amount for all LEA services as set forth on Worksheet A of the CRCS Workbook for that Fiscal Year. Paradigm will invoice LEA for CRCS services on an annual basis.

The MAA billing services fee applicable to each fiscal quarter during the term of the agreement will be equal to \$112.50 multiplied by the sum of: (i) the number of time survey participants claimed on client's MAA invoice for that fiscal quarter and (ii) the number of individuals identified as a direct charge in client's MAA invoice for that fiscal quarter. Paradigm will invoice client quarterly based on MAA payments received by client from CHCS.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the Board of Education approve the renewal of the contract with Paradigm HealthCare for Medi-Cal billing services as presented.



## SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2011 between Paradigm HealthCare Services, LLC, a California Corporation doing business as Paradigm HealthCare Services (“**Paradigm**”) and Sierra Sands Unified School District, a Local Education Agency (“**Client**”).

### RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

### TERMS

#### 1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

#### 2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2016 (“Initial Term”). Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

#### 3. *Paradigm LEA Billing Services.*

##### a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish

Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

**b. Training and Materials.**

(1) Paradigm will provide training to Client's program coordinator(s), and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

**c. Claims Preparation and Submission.**

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions and holds, as reported by DHCS, and make best efforts to resolve any challenged Client reimbursement claim.

**d. Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

**e. Coordination with Client.**

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be



available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible via toll-free phone and email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

**f. Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the Online Paradigm Technologies Student Health Network™. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

#### **4. Client's LEA Billing Service Obligations.**

**a. Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

**b. Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

**c. Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data requested by Paradigm from Client's computer systems or from the computer systems of the individual schools that Client comprises.

#### **5. Paradigm CRCS Services.**

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the Term of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

#### **6. Client's CRCS Obligations.**

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

#### **7. Paradigm MAA Billing Services.**

##### **a. Program Implementation Services.**

(1) Paradigm will assist Client with the development and submission to the Lead County or Regional Agency (as defined by the DHCS, such as a Local Government Agency or Local Education Consortium) of an MAA Operational Plan encompassing each claiming unit (e.g., Nursing, Healthy Start) in accordance with the DHCS MAA Operational Plan instructions. Client will have final authority to approve such MAA Operational Plan prepared by Paradigm before submission to the Lead County or Regional Agency.

(2) Paradigm will work with Client to assess program potential, establish an optimized claim plan, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

**b. Training and Materials.**

(1) Paradigm will provide training to Client's program coordinator(s) as part of the initial contract implementation. Training will include the following subject areas: DHCS audit requirements for Client's MAA program; all necessary information and procedures for submitting MAA time surveys to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide key personnel, who have been mutually agreed upon by Paradigm and Client, with the appropriate training, knowledge and skill to adequately complete time surveys and understand program activity codes. Paradigm will also make available a web-based "virtual training" for time survey participants that can be accessed at any time.

(3) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the MAA program.

**c. MAA Invoice Preparation and Submission.**

(1) **Eligibility.** Upon the commencement of MAA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.

(2) **Time Survey Review and Correction.** Paradigm will review all Client's submitted time surveys for compliance with DHCS school-based MAA directives, and will prepare a quarterly "Corrections Report" containing suggested changes to facilitate compliance with DHCS school-based MAA directives.

(3) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all invoice data it collects and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(4) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(5) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, State and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.



**d. Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports using participant, site, and/or MAA participation parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

**e. Coordination with the Client.**

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to Paradigm’s systems and processes.

(2) **Support.** Paradigm will provide a “Client Care Center” available for the use of Client’s program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm’s web-based software, accessible via toll-free phone and email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

**f. Paradigm Technologies.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client’s option, the online Paradigm Technologies, MAA Gateway™ time survey management system. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm’s website.

**8. *Client’s MAA Obligations.***

**a. Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm’s services, and coordinate with Client’s individual program participants.

**b. MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.

**c. Training.** Client will ensure that appropriate personnel attend training and are trained to complete the time survey in accordance with DHCS school-based MAA directives.

**d. DHCS Required Time Survey.** Client will submit to Paradigm each quarterly time survey that is required by DHCS for each participant. All time surveys will be submitted to Paradigm no later than thirty (30) days after the time survey period was completed. Client will take reasonable actions to facilitate the changes as identified on Paradigm’s MAA “Corrections Report,” supplied to Client no less frequently than on a quarterly basis.

**e. Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client’s direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

**f. MAA Invoice Submittal.** Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.

**g. Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

**h. Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data requested by Paradigm from Client's computer systems or from the computer systems of the individual schools Client comprises.

**i. Documentation for Invoice Submittal.** Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

**j. Data Processing.** Client will be responsible for the accuracy and appropriateness of all MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

## **9. *Additional Client Obligations.***

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

## **10. *Fees and Payment Terms.***

**a. Fees for LEA Services.** The LEA Billing Services fee for claims submitted by Paradigm or originating during the Term of the Agreement will be equal to a sliding scale percentage of the gross amount paid to Client by DHCS (without including DHCS administrative deductions or holdbacks) ("DHCS Reimbursement") in each Fiscal Year or part of a Fiscal Year in which payment for such claims is paid to Client according to the following schedule:

13.5% of gross amounts paid to Client, up to \$500,000

10.8% of gross amounts paid to Client, from \$500,001 to \$1 million

9% of gross amounts paid to Client, above \$1 million

For purposes of computing the DHCS Reimbursement for any Fiscal Year, all payments will be deemed to fall within the Fiscal Year in which payment is received by Client, regardless when the claim originates or is submitted to DHCS for payment. Nothing in this Paragraph shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on payment received by Client from DHCS.

**b. Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$7,500 or (ii) 1.8% of the "Medi-Cal Maximum Reimbursable"



amount for all Client services as set forth on Worksheet A to the CRCS Workbook for that Fiscal Year. Paradigm will invoice Client for CRCS services on an annual basis.

**c. Fees for MAA Billing Services.** The MAA Billing Services fee applicable to each fiscal quarter during the Term of the Agreement will be equal to \$112.50 multiplied by the sum of: (i) the number of Time Survey participants claimed on Client's MAA Invoice for that fiscal quarter and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

*Under existing law, the foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm. Any deviation from this fee arrangement may prevent Client from recovering these fees through the MAA reimbursement process.*

**d. Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

**e. Substitution of Alternative Fee Terms.** In the event that any of the foregoing fee arrangements or any part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, Paradigm may, in its sole discretion, and on thirty (30) days written notice, substitute a new fee arrangement. Provided however, such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

## **11. Protection of Confidential Information.**

**a. Definition. "Confidential Information"** shall mean all information disclosed by either party to the other that, at the time of first disclosure: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Client Confidential information shall include without limitation all Client student healthcare data and shall exclude any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure, or is rightfully received or independently developed by Paradigm after disclosure. Paradigm's Confidential Information shall include without limitation all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, and know-how related to making eligibility determinations, and data and results derived from the foregoing.

**b. Protection of Confidential Information.** Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors providing such employees and independent contractors have a need to know such Confidential Information for purposes of fulfilling the party's obligations hereunder, have been informed of the confidentiality provisions of this Agreement, and have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.



c. **Retention of Confidential Information.** Client authorizes Paradigm in its discretion to dispose of service documentation (including but not limited to paper-based documentation such as provider logs) in a manner that preserves the confidentiality of such documentation provided that no documentation of Medi-Cal eligible services shall be discarded earlier than three years after the service date and no documentation of services that are not Medi-Cal eligible shall be discarded earlier than one (1) year after the service date.

d. **Direct Control By Client.** The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's practices with respect to confidential student information comply with FERPA requirements and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement.

e. **Lawful Disclosure.** This Paragraph shall not be construed as prohibiting either party from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

f. **Continuing Obligations.** The obligations contained in this Paragraph shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

## ***12. Accuracy of Information.***

a. **Client Efforts.** Client shall use its best efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness and accuracy of all information supplied to Paradigm.

b. **Paradigm Efforts.**

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.



(3) Client acknowledges that Paradigm is not providing Client with legal, medical or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

### **13. *Limitation of Liability.***

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the six (6) month period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action or amount of the alleged losses.

### **14. *Licenses and Permits.***

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the term and all renewal terms of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

### **15. *Indemnification.***

**a. Client's Indemnification Obligations.** Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses (including reasonable attorneys' fees and costs) arising from Client's actions relating to this Services Agreement or any request for reimbursement submitted by Paradigm on behalf of Client under this Services Agreement including without limitation: (i) breach of any provisions of this Services Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph.

**b. Paradigm's Indemnification Obligations.** Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all claims, demands, losses, obligations, proceedings, debts, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees and costs), to the extent such claims arise from Paradigm's gross negligence or intentional misconduct in the course of performing the Services.



c. The indemnification rights set forth in this paragraph are conditional on the following: (i) the party seeking indemnification (each an “**Indemnified Party**”) shall provide prompt written notice of any claim as to which indemnification is sought to the party from whom indemnification is sought (the **Indemnifying Party**”), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such claim with counsel of its own selection at its own expense.

## **16. Termination.**

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. **Without Cause.** Subject to the limitation in Sub-paragraph c of this Paragraph, the parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

c. **Limit on CRCS Termination Without Cause.** Unless either party terminates Paradigm’s performance of CRCS services upon written notice sent no later than 60 days prior to the end of a Fiscal Year for which the CRCS services apply, Paradigm will commence performance of such services and Client will be obligated to pay the full annual CRCS fee.

d. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: (1) Paradigm shall submit for reimbursement and shall be entitled to receive payment pursuant to this Agreement for all claims arising from healthcare services provided by Client during the Term of this Agreement, provided that such claims are documented and submitted to Paradigm for reimbursement within six (6) months after the earlier of expiration or termination of this Agreement; (2) all fees Client owes to Paradigm shall immediately become due and payable; and (3) Client shall, upon request, return or destroy, at Paradigm’s option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

e. **Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: “Protection of Confidential Information,” “Limitation of Liability,” “Indemnification,” “Termination,” “Paradigm Proprietary Rights,” and “Miscellaneous.”

## **17. Paradigm Proprietary Rights.**

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm’s Confidential Information (as defined



above) and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of the Services shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

## **18. *Miscellaneous.***

**a. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received.

**b. Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

**c. Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

**d. Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

**e. Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by AAA from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

**f. Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

**g. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

**h. Entire Agreement; Amendment.** This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing signed by all parties.

**i. Assignment.** Client shall not assign or transfer this Agreement without the consent of Paradigm, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

**j. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

**k. Counterparts.** This Agreement may be executed in any number of faxed or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

**PARADIGM:**

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 6/2/11

Address:

Attn: Constance Laflamme

311 California Street, Suite 200

San Francisco, California 94104

Phone: (415) 616-0920

Fax: (415) 616-0910

**CLIENT:**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: Shane Pittler

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

13. CONSENT CALENDAR

13.7 Approval of Recommendations for Expulsion, Expulsion Cases #21 1011, and #22 1011.

---

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 #21 1011: As stated in the stipulated expulsion agreement, student is expelled for the remainder of the 2010-11 spring semester and the 2011-12 fall semester, however suspending the 2011-12 fall semester, allowing the student to reapply for admission under a behavior contract in August, 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case #22 1011: As stated in the stipulated expulsion agreement, student is expelled for the remainder of the 2010-11 spring semester and the 2011-12 fall semester, allowing the student to apply for admission under a behavior contract in August, 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Cases #21 1011, and #22 1011 as presented.